



**Request for Qualifications and Quotation
RFQQ NO. K1780**

It is the responsibility of the potential bidders to carefully read, understand, and follow the instructions contained in this solicitation document and all amendments to the solicitation.

PROJECT TITLE: MITA Framework 3.0 and State Self-Assessment Consultant Services

RFQQ RELEASE DATE: *Estimated:* April 25, 2016

RESPONSE DUE DATE: **Monday, May 23, 2016, noon**

EXPECTED TERM OF CONTRACT: June 1, 2016 (or date of execution whichever is later) for 15 months, through August 31, 2017.

OPTION TO EXTEND CONTRACT PERIOD: At the sole discretion of HCA the Contract may be extended via amendment, for up to five (5) additional years in whatever time increments HCA deems appropriate, depending on funding and the nature of the MITA-related work to be performed.

BIDDER ELIGIBILITY: This procurement is open to those organizations that satisfy all elements of the Required Minimum Qualifications stated herein and who are available for work in Washington State.

REQUIRED MINIMUM QUALIFICATIONS:

- Bidder must be licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within 10 calendar days of being selected as the Apparently Successful Bidder (ASB).
- Bidder must have experience in the past three (3) years as a consultant to at least three (3) MITA State Self-Assessment projects in at least three (3) separate states.
- Bidder must have previous experience as a consultant to at least one state in its State Self-Assessment project with MITA 3.0.

Table of Contents

1. INTRODUCTION.....	4
1.1 PURPOSE	4
1.2 BACKGROUND & OVERVIEW.....	4
1.3 SCOPE OF WORK	6
1.4 CONTRACT TERM.....	8
1.5 FUNDING	9
1.6 AMERICAN WITH DISABILITIES ACT.....	9
1.7 DEFINITIONS	9
2. SCHEDULE.....	12
3. ADMINISTRATIVE REQUIREMENTS	13
3.1 RFQQ COORDINATOR AND PROPER COMMUNICATION.....	13
3.2 WEBS REGISTRATION	13
3.3 BIDDER’S QUESTIONS AND ANSWERS	13
3.4 BIDDER COMPLAINTS REGARDING REQUIREMENTS AND SPECIFICATIONS.....	14
3.5 GENERAL INSTRUCTIONS TO BIDDERS - RESPONSE REQUIREMENTS	14
3.6 DELIVERY OF RESPONSE	15
3.7 COST OF RESPONSE PREPARATION	15
3.8 RESPONSES PROPERTY OF HCA	15
3.9 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	15
3.10 WAIVE MINOR ADMINISTRATIVE IRREGULARITIES.....	16
3.11 ERRORS IN RESPONSES.....	16
3.12 AMENDMENT TO THE RFQQ	16
3.13 RIGHT TO CANCEL	17
3.14 CONTRACT REQUIREMENTS	17
3.15 INCORPORATION OF DOCUMENTS INTO CONTRACT.....	17
3.16 NO COSTS OR CHARGES	17
3.17 NO BEST AND FINAL OFFER	17
3.18 NO OBLIGATION TO BUY.....	18
3.19 NON-ENDORSEMENT AND PUBLICITY	18
3.20 ELECTRONIC PAYMENT	18
3.21 MINORITY AND WOMEN-OWNED AND VETERAN-OWNED BUSINESS ENTERPRISES	18
3.22 WITHDRAWAL OF RESPONSE.....	18
3.23 OPTIONAL BIDDER DEBRIEFING.....	19
3.24 PROTEST PROCEDURES.....	19
3.25 SELECTION OF APPARENTLY SUCCESSFUL BIDDER (ASB).....	20
4. BIDDER REQUIREMENTS AND QUALIFICATIONS.....	21
4.1 (M) BIDDER MINIMUM QUALIFICATIONS	21
4.2 (M) BIDDER PROFILE/LETTER OF SUBMITTAL.....	21
4.3 (MS) BIDDER ORGANIZATIONAL CAPABILITIES.....	21
4.4 (MS) BIDDER BUSINESS REFERENCES.....	22
4.5 (M) GENERAL STAFFING REQUIREMENTS	23
4.6 (MS) PROJECT PERSONNEL STAFFING PLAN	24
4.7 (M AND MS) BIDDER KEY STAFF REQUIREMENTS.....	24
4.8 (MS) BIDDER APPROACH AND METHODOLOGY	26
4.9 (MS) BIDDER PROJECT MANGEMENT	26
4.10 (MS) MITA KNOWLEDGE TRANSFER	26
4.11 (M) FORMATTING, PRESENTATION USABILITY AND OWNERSHIP OF MATERIALS	27
4.12 (M) BIDDER LICENSED TO DO BUSINESS IN WASHINGTON	28
4.13 (M) BIDDER REGISTERED AS A STATEWIDE PAYEE.....	28
4.14 (M) USE OF SUBCONTRACTORS.....	28
4.15 (M) PRIOR CONTRACT PERFORMANCE.....	28
4.16 (M) WORKER’S COMPENSATION COVERAGE	28
4.17 (M) INSURANCE	29
5. BIDDER QUOTATION	30

5.1	OVERVIEW	30
5.2	(MS) MAXIMUM HOURLY RATE	30
5.3	(M) MISCELLANEOUS EXPENSES.....	30
5.4	(M) TAXES	31
5.5	(M) PRICE PROTECTION	31
6.	EVALUATION.....	32
6.1	EVALUATION OVERVIEW	32
6.2	EVALUATION WEIGHTING/POINTS	32
6.3	ADMINISTRATIVE SCREENING.....	33
6.4	MANDATORY REQUIREMENTS	33
6.5	QUALITATIVE REVIEW AND SCORING	33
6.6	SCORING	33
6.7	WRITTEN RESPONSE EVALUATION.....	34
6.8	OPTIONAL BIDDER INTERVIEW/PRESENTATION	35
6.9	OPTIONAL INTERVIEW/PRESENTATION SCORING	35
6.10	APPARENTLY SUCCESSFUL BIDDER	35

Appendix A – HCA Fundamentals Map

Appendix B - Certifications and Assurances

Appendix C – Proposed Contract

1. INTRODUCTION

1.1 Purpose

The Washington State Health Care Authority (“HCA”) is initiating this RFQQ to acquire Medicaid Information Technology Architecture (“MITA”) 3.0 consulting services to assist HCA with its MITA 3.0 State Self-Assessment. (MITA 3.0 SS-A). The purpose of this work is to identify the *As-Is* operations and a future *To-Be* environment for business, information and technical capabilities of Washington State’s Medicaid Enterprise. The MITA 3.0 SS-A facilitates alignment of the state’s Medicaid enterprise to the MITA framework (i.e. Business Architecture, Information Architecture, Technical Architecture, as well as the Seven Standards and Conditions). The State Self-Assessment will provide the following:

- A methodology for documenting Washington State’s (State) current Medicaid business enterprise;
- Align Washington State’s business areas with the MITA business areas and processes;
- Enable the state to use defined levels of business maturity (MITA Maturity Model) to help shape Washington State’s future vision;
- Provide the foundation for a gap analysis that will support the State’s transition planning;
- Facilitate the completion of a MITA Maturity Model Roadmap (MITA roadmap) to identify the State’s Medicaid goals and the plans to realize those goals;
- Focus the State’s Advance Planning Document (APD) process to reflect future project funding requests.

HCA is seeking a Bidder who can provide expert advice and consulting services based on Bidder’s prior consulting experience and familiarity with other states’ MITA 3.0 SS-A activities.

1.2 Background & Overview

The MITA initiative is a national framework promulgated by the federal Centers for Medicare and Medicaid Services (“CMS”) to support improved systems development and health care management for the Medicaid enterprise. MITA has a number of goals, including development of seamless and integrated systems that communicate effectively through interoperability and common standards.

MITA 3.0 fosters an integrated business, information/data, and technological approach based upon nationally recognized standards to build management systems that are client-based and capable of sharing information across organizational silos. MITA provides a common framework for all state organizations that support Medicaid programs and/or operations. MITA activities allow state agencies to build common and shared services by decoupling legacy systems and processes and by redeeming data previously stored and contained in inaccessible silos. By providing such a framework for the Medicaid enterprise to plan, architect, engineer, and implement new and changing business requirements, the effort to modernize Medicaid IT systems and processes becomes more stable and uniform, thus lowering the risk of ineffective or inefficient processes and technology. More information about MITA 3.0 can be found at <https://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/MITA/Medicaid-Information-Technology-Architecture-MITA-30.html>

In Washington State, MITA provides a framework that facilitates HCA, the single state agency for the administration and supervision of Washington’s Medicaid program, and Medicaid

enterprise partners, including Department of Social and Health Services (“DSHS”), Health Benefit Exchange (“HBE”), Department of Health (“DOH”), and Department of Corrections (“DOC”), establishing common guidelines to share information, data, and technologies utilizing the following tools and approaches:

- Determine priorities for business, information/data, and technology improvements
- Develop a 5-year strategy and roadmap to implement improvements
- Measure the progress against defined objectives
- Align with CMS seven standards and conditions

Enterprise partners will likely participate in the MITA process as subject matter experts (SME), representing their respective agencies either within the SS-A process, or as advisory bodies on an advisory committee. The identification and participation of our state enterprise partners will be the responsibility of HCA staff.

HCA has a dedicated team working full-time on the MITA Project and one goal of the Project is to expand the skillset of this team of talented staff to assist in realizing HCA’s vision of leveraging MITA tools, planning, and principles through people and processes within the state Medicaid enterprise. Many of the MITA project staff will eventually transition to full-time program work, guiding future Medicaid efforts within the state based on HCA’s MITA planning efforts. HCA expects Bidder consultants’ to collaborate with MITA project staff and participate in knowledge transfer activities throughout the engagement.

The HCA MITA Team includes the following:

MITA Project Titles:	Team Member Assigned:	Role on Project:
Executive Sponsor	Susan Lucas Chief Operations Officer	Susan Lucas is the Chief Operations Officer for HCA. As the project champion, the overarching goal of the Executive Sponsor is to assist the project manager and the team to overcome organizational and interagency obstacles, championing agency and statewide support for the project.
Project Lead	Lourdes Javillonar MITA Program Manager	This functional lead role for the project is filled by Lourdes Javillonar, MITA Program Manager. The position is responsible for strategic activities associated with developing the agency’s enterprise architecture with MITA. This position is also responsible for coordinating improvement decisions with stakeholders in partnering agencies when MITA business, technical, and data processes cross boundaries.
HCA MITA Project Manager	Amy Weber Senior Project Manager	The position is responsible for planning and execution of the project plan and facilitating the resolution of issues to accomplish project goals. This position manages the budget, timeline, and resources for the project ensuring that work remains aligned with the scope of work.
Process Improvement Specialist	Lori Erickson Lean Transformation Specialist	The person assigned to this role will play a large part in the transition of MITA from a project to a program. This position will participate in the completion of the business processes to develop an understanding of work.
Business Analyst (2-Positions)	Jodie Ludvigson Management Analyst 5	The business analysts’ primary objective is helping facilitate modeling work-sessions, business process documentation, and editing development of work products and obtaining feedback from stakeholders, and team members. These positions on the team are responsible for developing work products and artifacts relating to defining and analyzing business issues and new improvement opportunities.
	Stacey Moore Management Analyst 4	

Project Coordinator	Grace Thompson Management Analyst 3	This position is responsible for directing, organizing, and controlling project activities, under the direction of a Project Manager.
Consultant Advisor	TBD	<i>Provide consulting services leveraging its national MITA/CMS familiarity and expertise to assist with the completion of the Washington State Self-Assessment.</i>

External Quality Assurance services will be also be included. The MITA Project Manager will initiate the procurement of this service following the award of a contract under this RFQQ.

Quality Assurance Provider	Agency Procurement	Provide HCA with quality assurance services for MITA. The QA contractor will work with MITA Project Sponsor, Project Manager, MITA Project Team, MITA Steering Committees, MITA Consultant, and key stakeholders on an on-going basis to provide comprehensive independent quality assurance services.
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A significant amount of work has been completed by the State of Washington since the MITA 2.0 SS-A profile and in preparation for the MITA 3.0 SS-A profile. While the MITA Project Team has developed a level of skills and abilities, HCA recognizes the need for expertise from consultants with prior MITA experience and completion of the SS-A process in other states.

HCA has purchased Avolution ABACUS as the state’s Enterprise Architecture software tool for use in meeting the federal MITA requirements. ABACUS includes an out-of-the box Pragmatic Enterprise Architecture (PEAF) framework and dashboards. The software is intended to provide the ability to model aspects of the organization, people, process, information, applications, and technology using the federal MITA framework. This tool will be used for library management, tracking, monitoring, and supporting the compliance of MITA work products and models in the implementation of the 5-year Roadmap. The successful Bidder must be familiar with and proficient in the use of this software.

1.3 Scope of Work

The successful Bidder will provide consulting services and expertise to the MITA Project to complete HCA’s MITA 3.0 State Self-Assessment (SS-A).

- 1.3.1 The Bidder will be required to conduct all work in alignment with the *CMS State Self-Assessment (SS-A) Companion Guide*, February 2012, v. 3.0 (the “CMS Companion Guide”) found at <https://www.medicaid.gov/medicaid-chip-program-information/by-topics/data-and-systems/mita/medicaid-information-technology-architecture-mita-30.html>, including all subsequent revisions and supporting CMS materials, and the Project Management Institute’s *Project Management Book of Knowledge* (PMBOK) standards.
- 1.3.2 Bidder is encouraged to use their knowledge and experience gained from their engagement with other states in the completion of the other states’ MITA 3.0 SS-A processes to propose additional ideas to the HCA MITA Project Manager and Project Team. Identifying the feasibility of reusing and leveraging other states’ effective approaches, practices and framework is a goal for procuring these consulting services. Bidder will also be tasked with identifying and recommending industry best practices to HCA.
- 1.3.3 Bidder will provide a Project Manager (PM) who will provide oversight of Bidder’s activities and will be the principal point of contact for HCA concerning MITA Project activities. The Bidder PM will collaborate with the HCA MITA Project Manager (or their designee) on overall project management responsibilities, and will assist the HCA MITA Project Manager with the Project schedule and timelines, the project plan and the work

breakdown structure (WBS), change management processes, quality control processes, and communication plans necessary to support the successful completion of the State's MITA 3.0 SS-A.

- 1.3.4 During the term of the MITA Project the Bidder PM must provide a monthly written status report that conforms to the agreed upon reporting practices of the HCA Enterprise Project Management Office. The status reports need to be received by the HCA MITA Project Manager by the 5th Business Day following the last day of the month being reported. At a minimum the status reports must include the following:
 - a. Bidder's (Contractor's) analysis of progress, critical issues, including schedule slippage, risk tracking and assessment, with proposed mitigation strategies, documentation of issue management and any change management considerations.
 - b. All relevant documents and work products that are reported for payment in the monthly invoice must be attached to each status report. All hourly work submitted for payment will be required to have a tangible, physical deliverable (i.e. documentation, report, meetings minutes, memorandum, etc.).
- 1.3.5 Throughout the MITA Project, the successful Bidder will be responsible for facilitation of the MITA 3.0 SS-A development process through preparation and guidance of MITA Project staff, HCA program and business staff, subject matter experts and HCA management and executive leadership teams. Facilitation includes preparation and distribution of background materials, leading discussions, and documenting outcomes.
- 1.3.6 The successful Bidder will support HCA in its completion of the MITA 3.0 SS-A process and deliverables in accordance with CMS requirements in collaboration with the HCA MITA Project Team through an iterative process. Completion of the HCA SS-A process will include the use of Bidder's technical expertise and guidance to assist in completing the work for the Business Architecture and Seven Standards and Conditions areas and to complete from start to finish the Information Architecture and Technical Architecture components of MITA 3.0.
- 1.3.7 Because of the successful Bidder's required expertise, experience, and knowledge concerning MITA 3.0 and the State Self-Assessment process, Bidder (Contractor) will be responsible for identifying CMS changes or updates to the MITA framework and the impact of such changes on the HCA MITA SS-A development process.
- 1.3.8 HCA expects Bidder consultants to collaborate with MITA project staff and participate in knowledge transfer activities throughout the engagement.
- 1.3.9 MMIS MITA Programmatic Integration with Washington State Goals Utilizing HCA Strategic Planning and Operational Goals

Bidder will contribute to the implementation of a plan to integrate SS-A results into routine operations. In Washington, state agencies are encouraged to apply Lean thinking tools and report regularly on their agency's progress measured alongside the Governor's goals that include employee engagement, cross-agency collaboration, alignment, and accountability. HCA has employed the Fundamentals Map (Appendix A) as the foundational method for driving accountability to outcomes and focusing on the core processes that attain the outcome measures - all of which are aligned to the HCA vision, mission, and key goals. The HCA is using project management and robust Lean methods and principles focusing on core processes and outcome measures, engaging HCA staff to make improvements and deliver results.

The HCA MITA Project Team will integrate Lean and project management

methods/concepts into the MITA State Self-Assessment(SS-A) Project, incorporating a project management plan to execute the goals and objectives identified in the MITA Roadmap and producing workflows for the business area processes the agency would like to emphasize and develop (i.e. MITA Roadmap and COO). The Project will focus on effectively delivering value for our customers and striving for perfection - MITA Maturity Level 5 (“Ideal State”), with an understanding that our 5 -10 year goals will be MITA Maturity Level 2 or 3. The Bidder will be asked to contribute to the completion of the following:

- a. Establishing the MMIS vision and strategy to assist the agency in reaching MITA 3.0 maturity goals in the MITA Roadmap, which are aligned with the agency’s strategic planning goals;
- b. Identifying logical and reasonable processes for how the SS-A can be used to leverage HCA Medicaid processes;
- c. Assisting the agency in identifying a project management plan in its MITA Roadmap to summarize how HCA plans to assess its *As-Is* operations and *To-Be* state and a schedule to complete key milestones in the MITA Roadmap;
- d. Developing and integrating a project plan that is not only a prioritization process to summarize how HCA plans to achieve the *To-Be* state, but also the identification of milestones and a proposed schedule for the completion of projects;
- e. Developing a plan to align prioritized projects with needed resources utilizing HCA’s project management software tool (Team Dynamix) to identify linkages with future APD’s when applicable;
- f. Operationalizing MITA programmatic requirements into HCA daily operations.

1.3.10 Concept of Operation (COO)

Although it is beyond the scope of this procurement and resulting Contract, HCA intends to complete a Concept of Operation (“COO”) that describes how HCA will achieve its MITA goals and objectives. Contingent upon the availability of funding, the Contract may be amended to add a new statement of work for Bidder to advise and consult on the completion of a COO and business work flows for the different businesses functions of the agency to advance the alignment of the State Medicaid enterprise capability maturity with the MITA Maturity Model. The COO and business workflows would align and support Medicaid and the Health Benefits Exchange business operations and requirements. Components of the COO the MITA Team would like to consider include: (i) identifying ways to streamline and standardize this operational approach with business workflows to minimize customization demands on technology solutions and optimize business outcomes; and (ii) developing a work plan for the COO to implement this operational approach.

- 1.3.11 As Washington’s enterprise MMIS continues to expand its SS-A profile with components shared with our Medicaid enterprise partners, leadership and decision-making guidelines for multi-agency governance will be critical to the development of the MITA Roadmap goals and initiatives. The Bidder may be asked for recommendations on a governance structure to present a path forward for the agency to achieve its MITA maturity goals or to help integrate MITA with the then-existing agency governance structure (Decision Support framework).

1.4 Contract Term

The initial term of the Contract resulting from this RFQQ will commence upon Contract execution and continue for 15 months.

At the sole discretion of HCA the Contract may be extended via amendment, for up to five (5) additional years in whatever time increments HCA deems appropriate, depending on funding and the nature of the MITA-related work to be performed. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

1.5 Funding

The maximum funding available for the fifteen (15) month term of the MITA SS-A Project is \$750,000.

Any contract(s) awarded as a result of this procurement will require prior approval from CMS.

1.6 American with Disabilities Act

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

1.7 Definitions

The following terms as used throughout this RFQQ shall have the meanings set forth below.

“ASB” or “Apparently Successful Bidder” means the Bidder selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract

“Business Days and Hours” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the State of Washington.

“CMS” or “Center for Medicare and Medicaid Services” means a federal office that is part of the Department of Health and Human Services (HHS), and the sponsor for the MITA initiative and the source of matching funds for MITA related work.

“CMS Companion Guide” means the *CMS State Self-Assessment (SS-A) Companion Guide* (February 2012 v. 3.0) (“CMS Companion Guide”), found at <https://www.medicaid.gov/medicaid-chip-program-information/by-topics/data-and-systems/mita/medicaid-information-technology-architecture-mita-30.html> , including all subsequent revisions and supporting CMS materials.

“Confidential Information” means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter [42.56 RCW](#) or chapter [70.02 RCW](#) or other state or federal statutes. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

“Contract” means the RFQQ, the Bidder’s Response, the Contract document, all schedules and exhibits, and all amendments to the Contract awarded pursuant to the RFQQ.

“HCA” means the Washington State Health Care Authority.

“HCA MITA Project Manager” means the HCA representative designated to manage and provide oversight of the day-to-day activities under the Contract resulting from this procurement. The HCA MITA PM will be the primary contact with Bidder concerning Bidder’s performance under the Contract.

“Key Staff” means the Bidder’s staff who have a crucial role in the MITA Project and include the MITA Lead Analyst, Bidder Project Manager, Technical Analyst/Architect, Data Analyst/Architect and Technical Writer. See Section 4.6 *Bidder Key Staff Requirements*.

“Mandatory” or **“(M)”** means the Bidder must comply with the requirement, and the Response will be evaluated on a pass/fail basis.

“Mandatory Scored” or **“(MS)”** means the Bidder must comply with the requirement, and the Response will be scored.

“MMIS” or **“Medicaid Management Information System”** means the mechanized claims processing and information retrieval system that states are required to have for the administration and payment of Medicaid claims.

“MITA” or **“Medicaid Information Technology (IT) Architecture”** means an initiative sponsored by the Center for Medicare and Medicaid Services (CMS) that is intended to foster integrated business and IT transformation across the Medicaid enterprise to improve the administration of the Medicaid program.

“MITA Framework” is a consolidation of principles, business and technical models, and guidelines that creates a template for states to use to develop their individual enterprise architectures. The Framework consists of four parts, Business, Information, Technical and the Seven Standards and Conditions.

“MITA Maturity Level” is a level of the MITA Maturity Model. Higher maturity levels correspond to greater levels of operational effectiveness of the Medicaid program.

“MITA Maturity Model” is the component of the MITA Framework that measures the improvement and transformation of a business across the two dimensions – time and space. It is an adaptation of industry maturity models to the multistate Medicaid environment. The MMM describes five levels of progressive improvements over a 10+ year timeline. The MMM provides generic descriptions of the five levels of maturity and distinguishes among them using a set of *qualities*. The MMM is a point of reference used to define business capabilities for Medicaid business processes.

“MITA Project” or **“Project”** means the HCA initiative to complete the MITA 3.0 SS-A.

“MITA Roadmap” means the agency’s plan to improve its MITA maturity over a 5-year period, identifying key activities and milestones for proposed system solutions and anticipating the timing for full maturity. The Roadmap is updated annually.

“Proprietary Information” means information owned by Bidder to which Bidder claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

“RCW” means the Revised Code of Washington. All references to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

“Response” means a written offer to provide the services to the State in response to this RFQQ.

“RFQQ” means this Request for Qualifications and Quotation.

“SS-A” or **“State Self-Assessment”** means the CMS-required review conducted by a state to identify the *As-Is* state of operations and the *To-Be* environment of business, information, and technical capabilities of the State Medicaid Enterprise to facilitate alignment of the State Medicaid Enterprise to MITA Business, Information, and Technical Architectures (BA,IA, and TA), as well as the enhanced funding requirements of the Seven Conditions and Standards.

“Subcontractor” means one not in the employment of Bidder, who is performing all or part of the business activities under this RFQQ under a separate contract with Bidder. The term “Subcontractor” means Subcontractor(s) of any tier.

2. SCHEDULE

This RFQQ is being issued under the following Schedule. The Response deadlines are mandatory and non-negotiable. Failure to meet any of the required deadlines (dates and times) will result in disqualification from participation.

NOTE: All times are Pacific Time

RFQQ PROCUREMENT SCHEDULE

Activity	Dates
Anticipated CMS approval Issue RFQQ	4/25/16
Bidder's Written Questions Due	5/5/16
Publish Final Questions and Answers	5/12/16
Bidder Complaints Regarding Requirements Due	5/16/16, noon
Bidder Responses Due	5/23/16, noon
Written Response Evaluation Period	5/23/16 – 6/3/16

	Dates if Optional Bidder Interview/Presentation Selected	Dates if no Bidder Interview/Presentation
Notification to Bidders	6/3/16	
Bidder Interview/Presentation	6/9/16	
Announce Apparently Successful Bidder (ASB)	6/10/16	6/1/16
Request for Optional Debrief Due	6/15/16	6/6/16
Conduct Optional Debriefs	6/16/16	6/7/16
End of Protest Period	6/23/16	6/14/16
Contract Negotiations	6/16/16 – 6/24/16	6/7/16 – 6/15/16
Contract Start Date (on or before)	6/27/16	6/20/16

HCA reserves the right to revise the above Schedule.

3. ADMINISTRATIVE REQUIREMENTS

3.1 RFQQ Coordinator and Proper Communication

Upon release of this RFQQ, all Bidder communications concerning this solicitation must be directed to the RFQQ Coordinator listed below. With the exception of the Office of Minority and Women's Business Enterprises, unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. Bidder's Response should be based on the material contained in the RFQQ, any related amendments/addenda, and any questions and written answers directed through the RFQQ Coordinator. All oral communications will be considered unofficial and non-binding on the State. Bidders should rely only on written statements issued by the RFQQ Coordinator.

Marie Kirk, RFQQ Coordinator
Health Care Authority
Telephone: (360) 725-9597
E-mail: <mailto:Contracts@HCA.wa.gov>
(Please include RFQQ #K1780 in subject line)

3.2 WEBS Registration

HCA is required to post all bid opportunities on the Washington Electronic Business Solutions (WEBS), the state's electronic vendor registration and bid notification system. If not currently registered, Bidders interested in obtaining notification of state bidding opportunities, including those for HCA, should register at <http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/default.aspx>. There are step by step instructions to guide you through the process however, if you have difficulties, questions about the registration process may be directed to webcustomerservice@des.wa.gov or (360) 902-7400, 8:00 a.m. to 5:00 p.m., Monday – Friday.

The system is self-maintained and vendors are responsible for the accuracy of the information in WEBS and updating their registration information. Vendors are required to use the WEBS vendor registration update functionality a minimum of once every calendar year. Only the vendor's WEBS account administrator can make changes or updates. Vendors have the ability to add as many additional contacts as necessary. Additional contacts may be branch locations as well as additional users who would like to receive notification of bid opportunities. In order to receive notifications, *you must select "yes" for Bid notifications.*

If you do not download bid documents from WEBS, you will not receive any subsequent notifications regarding this solicitation.

3.3 Bidder's Questions and Answers

3.3.1 Bidder questions regarding this RFQQ will be accepted until the dates and times specified in Section 2, Schedule. Early submission of questions is encouraged. Bidder questions must be submitted in writing via e-mail to the RFQQ Coordinator at contracts@hca.wa.gov. An official written response will be provided for Bidder questions received by the deadlines in the Schedule, Section 2 above.

3.3.2 Answers to all submitted questions will be compiled and presented in written form as an Amendment to the RFQQ. HCA's official written answers will be posted on WEBS <http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/default.aspx>. The Bidder that submitted the questions will not be identified.

- 3.3.3 Verbal responses to questions will be non-binding on HCA. Only posted, written responses will be considered official and binding.
- 3.3.4 Written answers to Bidder questions will be posted by the date in the Schedule and must be downloaded from WEBS.

3.4 Bidder Complaints Regarding Requirements and Specifications

- 3.4.1 Bidders are expected to raise any questions, exceptions, or requested additions they have concerning the RFQQ requirements *early* in the process.
- 3.4.2 Bidders may submit specific complaints to the RFQQ Coordinator if the Bidder believes the RFQQ:
 - g. unnecessarily restricts competition;
 - h. contains an evaluation or scoring process that is unfair or flawed; or
 - i. contains requirements that are inadequate or insufficient to prepare a response.
- 3.4.3 HCA will not consider complaints that do not meet these requirements.
- 3.4.4 The complaint must be made in writing to the RFQQ Coordinator not later than 5 business days before the Response due date and must clearly articulate the basis for the complaint and include a proposed remedy. The solicitation process may continue.
- 3.4.5 The RFQQ Coordinator will respond to the complaint in writing. Should a Bidder complaint identify a change that would be in the best interest of HCA to make, HCA may modify this RFQQ accordingly.
- 3.4.6 The RFQQ Coordinator will forward a copy of the complaint to the HCA Contracts Administrator. The Contracts Administrator will provide a copy of the complaint and the HCA response to the HCA Director.
- 3.4.7 The complaint may not be raised again during the protest period.
- 3.4.8 The HCA decision is final and no appeal process is available.

3.5 General Instructions to Bidders - Response Requirements

- 3.5.1 The Bidder's Response must reply to all of the solicitation requirements. Do not respond by referencing material presented elsewhere. The emailed Response will be considered complete and stand on its own merits. Failure to respond to any portion may result in Bidder's disqualification.
- 3.5.2 Responses must be in MS Word, MS Excel, or Adobe Acrobat format. Files must not be locked or protected. Failure to provide any requested information in the prescribed format may result in disqualification of the Bidder.
- 3.5.3 Responses must provide information in the same order as presented in this RFQQ, with the section numbers and titles restated in Bidder's Response. This will not only be helpful to the evaluators of the Response, but should assist the Bidder in preparing a thorough Response.
- 3.5.4 Each of the RFQQ requirements is numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:
 - a) For Mandatory Requirements (M), the Response must always indicate explicitly whether or not the Bidder's proposed services meet the requirement. A statement, "(Bidder Name) has read, understands, and fully complies with this requirement" is acceptable, along with any additional information requested.

- b) For Mandatory Scored requirements (MS) and Desirable Scored (DS) requirements items, the Response must always indicate explicitly whether or not the Bidder's proposed services meet the requirement, and describe how the Bidder's proposed services will accomplish each requirement or are desirable as it relates to the service(s) proposed.

- 3.5.5 The Response, as well as any reference materials presented by Bidder, must be written in English and Bidder must provide all rates in United States dollars.
- 3.5.6 Responses must provide complete, concise information regarding the Bidder's experience and ability to do the work, but should not be overly lengthy. Bidders must associate their responses and résumés to the specific qualifications and experience requirements set forth in Section 4, *Bidder Requirements and Qualifications*.
- 3.5.7 Bidder's Response must include a copy of Appendix B, *Certifications and Assurances*, dated and signed by a person authorized to legally bind the Bidder to a contractual relationship. Failure to sign and include the *Certifications and Assurances*, or making changes to the language in the *Certifications and Assurances* will result in Bidder's disqualification.

3.6 Delivery of Response

- 3.6.1 Delivery Method: Emailed to contracts@hca.wa.gov
- 3.6.2 HCA will not accept zipped files.
- 3.6.3 Bidder is solely responsible for timely delivery of their Response and for any delay in the delivery of their Response. HCA does **not** assume responsibility for any problems in the email.
- 3.6.4 Faxed proposals will **not** be accepted.
- 3.6.5 Late proposals will **not** be accepted and shall automatically be disqualified from further consideration

3.7 Cost of Response Preparation

HCA will not reimburse Bidders, or be liable for any costs incurred by the Bidder in preparation of a Response to this RFQQ, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFQQ.

3.8 Responses Property of HCA

- 3.8.1 All materials submitted in response to this solicitation become the property of HCA, unless received after the deadline in which case the Response is returned to the sender. HCA has the right to use any of the ideas presented in any material offered. Selection or rejection of a Response does not affect this right.

3.9 Proprietary Information/Public Disclosure

- 3.9.1 HCA is subject to the Public Records Act (chapter 42.56 RCW). Bidder's Response can be disclosed through the process set forth in this section. Portions of Bidder's Response may be protected from disclosure through the process set forth in this section.
- Bidder cannot restrict its entire Response or entire sections of the Response from disclosure.
 - Bidder cannot restrict its pricing from disclosure

- 3.9.2 Any attempts to restrict disclosure through use of footers on every page and/or statements restricting disclosure will not be honored and may subject Bidder to disqualification.
- 3.9.3 If Bidder wants to protect any Proprietary Information that is included in its Response from disclosure, the information must be clearly identified by Bidder as Proprietary Information. Bidder must identify sections or pages claimed as proprietary in its Letter of Submittal (see Section 4.2 *Bidder Profile/Letter of Submittal*). “Proprietary Information” is defined as information owned by Bidder to which Bidder claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.
- 3.9.4 HCA will maintain the confidentiality of all information marked Proprietary Information to the extent consistent with the Public Records Act. If a public disclosure request is made to view Bidder’s Proprietary Information, HCA will notify Bidder of the request and of the date that the Proprietary Information will be released to the requester unless Bidder obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Bidder fails to obtain the court order enjoining disclosure, HCA will release the Proprietary Information, on the date specified.
- 3.9.5 HCA’s sole responsibility shall be limited to maintaining Bidder’s identified Proprietary Information in a secure area and to notify Bidder of any request(s) for disclosure for so long as HCA retains Bidder’s information in HCA’s records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Bidder of any claim that such materials are exempt from disclosure.

3.10 Waive Minor Administrative Irregularities

HCA reserves the right to waive minor administrative irregularities contained in any Response. Additionally, HCA reserves the right, at its sole option, to make corrections to Bidder’s Responses when an obvious arithmetical error has been made in the price quotation. Bidders will not be allowed to make changes to their quoted price after the Response submission deadline.

3.11 Errors in Responses

- 3.11.1 Bidders are liable for all errors or omissions contained in their Responses. Bidders will not be allowed to alter Response documents after the RFQQ Response due date identified in the Schedule. HCA is not liable for any errors in Responses. HCA reserves the right to contact Bidders for clarification of Response contents.
- 3.11.2 In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team(s) may, at their discretion and acting through the RFQQ Coordinator, contact a Bidder to clarify specific points in the submitted Response. However, under no circumstances will the responding Bidder be allowed to make changes to the proposed items after the due date identified in the Schedule.

3.12 Amendment to the RFQQ

- 3.12.1 HCA reserves the right to amend portions of this RFQQ at any time. HCA may correct errors in the solicitation document identified by HCA or a Bidder.
- 3.12.2 Any changes or corrections will be by one or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the RFQQ Coordinator. In the event of any conflict between amendments, or between an amendment and the RFQQ, whichever

document was issued last in time shall be controlling. Any amendments to the RFQQ, including answers to Bidder questions, will be posted on WEBS.

3.13 Right to Cancel

HCA reserves the right to cancel or to reissue the RFQQ in whole or in part, at any time without obligation or liability.

3.14 Contract Requirements

- 3.14.1 HCA's proposed Contract has been included as Appendix C. To be responsive, Bidders must indicate a willingness to enter into a Contract substantially similar to HCA's proposed Contract by signing the *Certifications and Assurances*, Appendix B. Any specific areas of dispute with the attached terms and conditions must be identified in Bidder's Response and may, at the sole discretion of HCA, be grounds for disqualification from further consideration in the award of a Contract.
- 3.14.2 A Bidder will be more favorably evaluated based on the degree of acceptance of the specified terms and conditions without exception, reservation, or limitation. Bidders may, however, propose revisions to the proposed Contract terminology for clarification and procedural purposes, and/or revisions based upon specific elements of their offering.
- 3.14.3 Under no circumstances is a Bidder to submit their own standard contract terms and conditions as a response to this solicitation. Instead, Bidder must review and identify the language in Appendix C that Bidder finds problematic, state the issue, and propose the language or contract modification Bidder is requesting. All of Bidder's exceptions to the proposed contract terms and conditions must be submitted within their Response, attached to Appendix B, *Certification and Assurances*. HCA expects the final Contract signed by the ASB to be substantially the same as the proposed contract.
- 3.14.4 The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.
- 3.14.5 The ASB is expected to execute the Contract within five Business Days of its receipt of the final Contract. If the selected Bidder fails to sign the Contract within the allotted time frame, HCA may elect to cancel the award, and award the Contract to the next ranked Bidder, or cancel or reissue this solicitation (Section 3.13, *Right to Cancel*). Bidder's submission of a Response to this solicitation constitutes acceptance of these contract requirements.
- 3.14.6 The agreed-upon contract is contingent upon approval by the Centers for Medicare and Medicaid Services (CMS).

3.15 Incorporation of Documents into Contract

This solicitation document and the Bidder's Response will be incorporated into any resulting Contract.

3.16 No Costs or Charges

No costs or charges under the proposed Contract may be incurred before the Contract is fully executed.

3.17 No Best and Final Offer

HCA reserves the right to make an award without further discussion of the Response submitted, i.e., there will be no best and final offer procedure associated with selecting the ASB.

Therefore, Bidder's Response should be submitted on the most favorable terms that Bidder can offer.

3.18 No Obligation to Buy

This RFQQ does not obligate the state of Washington or HCA to contract for the service(s) specified herein.

3.19 Non-Endorsement and Publicity

In selecting a Bidder to supply services to the state of Washington, the State is neither endorsing Bidder's services, nor suggesting that they are the best or only solution to the State's needs. By submitting a Response, Bidder agrees to make no reference to HCA or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of HCA.

3.20 Electronic Payment

The state of Washington prefers to utilize electronic payment in its transactions. The ASB will be required to complete the necessary forms to authorize such payment method (see Section 4.13, *Bidder Registered as a Statewide Payee*). This allows you to receive payments from HCA and other state agencies by direct deposit.

3.21 Minority and Women-Owned and Veteran-Owned Business Enterprises

3.21.1 In accordance with the legislative findings and policies set forth in RCW 39.19, 43.60A.200 and 39.29.052, HCA encourages participation in all of its Contracts by Veteran-Owned business enterprises and Minority- and Woman-Owned Business Enterprise (MWBE) firms either self-identified or certified by respectively, the Department of Veterans Affairs (DVA) or the Office of Minority and Women's Business Enterprises (OMWBE). While HCA does not give preferential treatment, it does seek equitable representation from the veteran's, minority and women's business communities.

3.21.2 Participation by veteran-owned and MWBE contractors may be either on a direct basis in response to this RFQQ or as a subcontractor to a contractor. However, no preference will be given in the evaluation of Bids, no minimum level of MWBE or veteran-owned business participation is required, and Bids will not be evaluated, rejected or considered non-responsive on that basis.

3.21.3 Bidders may contact the Office of Minority & Women's Business Enterprises (OMWBE) at: <http://www.omwbe.wa.gov/index.shtml> and/or the Department of Veterans Affairs at <http://dva.wa.gov/program/veteran-owned-business-certification> to obtain information on certified firms for potential sub-contracting arrangements or for information on how to become certified.

3.22 Withdrawal of Response

Bidders may withdraw a Response that has been submitted at any time up to the Response due date and time in the Schedule, Section 2. A written request signed by an authorized representative of the Bidder must be submitted to the RFQQ Coordinator. After withdrawing a previously submitted Response, the Bidder may submit another Response at any time up to the Response due date and time in the Schedule.

3.23 Optional Bidder Debriefing

- 3.23.1 Bidders who submitted a proposal and were not selected will be given the opportunity for a debriefing conference to discuss the evaluation of their Response. The request for a debriefing conference must be made in writing and received by the RFQQ Coordinator within three (3) business days after notification of the Apparently Successful Bidder.
- 3.23.2 Discussion will be limited to a critique of the requesting Bidder's Response. Comparisons between Responses or evaluations of the other Responses will not be allowed.
- 3.23.3 Debriefing conferences may be conducted in person or on the telephone, as HCA's option, and will be scheduled for a maximum of one half hour.

3.24 Protest Procedures

In order to submit a protest under this RFQQ, a Bidder must have submitted a Response and must have requested and participated in a debriefing conference. This protest process is the sole administrative remedy available within HCA. The following is the process for filing a protest:

3.24.1 Submitting a Protest

Protests must be in writing and must be signed. Bidders must mail or hand deliver their Protest to the RFQQ Coordinator. HCA must receive the written Protest within five (5) business days after the debriefing conference.

3.24.2 Grounds for Protest

A protest may be made based on these grounds only:

- a) A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- b) Errors in computing the scores; or
- c) Non-compliance with procedures described in the procurement document or DES requirements.

Protests that do not meet these requirements will be denied.

3.24.3 Protest Form and Content

A protest must state all of the facts and arguments upon which the protest is based, and the grounds for the protest. It must be in writing and signed by a person authorized to bind the Bidder to a contractual relationship. At a minimum, the protest must include:

- a) The name of the protesting Bidder, mailing address and phone number, and the name of the individual responsible for submission of the protest;
- b) The RFQQ number and title;
- c) A detailed and complete statement of the specific action(s) by HCA under protest;
- d) The grounds for the protest;
- e) Description of the relief or corrective action requested.

Bidders may attach to their protest any documentation they have to offer in support.

3.24.4 The Agency Review Process

- a) Upon receipt of a protest, HCA will postpone signing a contract with the ASB until the protest has been resolved.
- b) HCA will assign a neutral party that had no involvement in the evaluation and

award process to investigate and respond to the protest. The review shall be based on the written protest material submitted by the Bidder and all other relevant facts known to HCA.

- c) HCA will issue a written response to the protest no more than 10 business days from receipt of the protest, unless additional time is needed. HCA will notify the protesting Bidder if additional time is necessary.
- d) HCA will make a final determination of the protest as follows:
 - i) Find that the protest lacks merit and uphold HCA's actions;
 - ii) Find that any errors in the acquisition process or in HCA's conduct did not influence the outcome, and uphold HCA's actions; or
 - iii) Find merit in the protest and provide options for corrective action by HCA which may include:
 - That HCA correct any errors and re-evaluate all Responses affected by its determination of the protest;
 - That HCA reissue the RFQQ document; or
 - That HCA make other findings and take such other action as may be appropriate.
- e) The HCA protest decision is final and no appeal process is available.

3.25 Selection of Apparently Successful Bidder (ASB)

If HCA chooses to conduct the optional interview/presentation with the top scoring Bidders, all Bidders responding to this RFQQ will be notified by e-mail whether or not they have been selected for an interview/presentation.

There will be one Bidder identified to be eligible to provide the Services specified in this RFQQ. All Bidders responding to this solicitation will be notified by email when HCA has determined the ASB.

4. BIDDER REQUIREMENTS AND QUALIFICATIONS

Respond to Section 4 per the instructions in Section 3.5, *General Instructions to Bidders – Response Requirements*. HCA does not desire highly conceptual responses. Preference will be given to Bidder responses that are brief, clear, and directly address the specific requirement.

4.1 (M) Bidder Minimum Qualifications

Bidders must meet the following minimum qualifications:

- 4.1.1 Bidder must be licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within 10 calendar days of being selected as the Apparently Successful Bidder (ASB).
- 4.1.2 Bidder must have experience in the past three (3) years as a consultant to at least three (3) MITA State Self-Assessment projects in at least three (3) separate states.
- 4.1.3 Bidder must have previous experience as a consultant to at least one state in its State Self-Assessment project with MITA 3.0.

4.2 (M) Bidder Profile/Letter of Submittal

4.2.1 Bidder must provide a Letter of Submittal written on official Bidder letterhead, signed by a person authorized to bind Bidder's organization to a contract. Bidder's Letter of Submittal must include the following:

- a. Bidder's legal business name;
- b. Type of business entity (e.g., corporation, sole proprietor, limited liability company);
- c. An organizational chart of Bidder's principal officers, including names and titles;
- d. Bidder's primary contact name, address, email address, and telephone numbers;
- e. Washington State Uniform Business Identification (UBI) number, if already licensed;
- f. Federal Employer Tax Identification number;
- g. A certification that the Bidder, including any of its officers or holder of controlling interest, is not presently nor has it been previously debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal contracts or grants by any federal department or agency;
- h. A statement that Bidder meets the required minimum qualifications specified in Section 4.1, *Minimum Qualifications* and that Bidder's Response meets all the Mandatory (M) and Mandatory Scored (MS) Requirements set forth in the RFQQ and its amendments/addenda, if any;
- i. A reference to all RFQQ amendments or revisions received by Bidder (listed by date of issuance) to warrant that the Bidder is aware of all such amendments. In the event that no amendments or revisions are issued, then Bidder is to so declare;
- j. Identification of any sections or pages of Bidder's Response claimed as Proprietary (see Section 3.9 *Proprietary Information/Public Disclosure*).

By submitting this letter, Bidder accepts the procedure, review criteria and the administrative instructions of this RFQQ.

4.3 (MS) Bidder Organizational Capabilities

HCA is interested in a Bidder's willingness to provide guidance and general consultation as HCA

conducts a MITA 3.0 State Self-Assessment (SS-A), and is most interested in the Bidder's expertise and experience working with other states' MITA SS-A and Medicaid Management Information System (MMIS) initiatives. Identifying the feasibility of reusing and leveraging other states' effective approaches, practices and framework is a goal for procuring these consulting services.

4.3.1 (MS) Firm Overview

Provide a brief description of Bidder's firm, including primary business location(s), size, areas of specialization and expertise, client base and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the entity, as well as the value and commitment of the Bidder as a resource to State government.

4.3.2 (MS) MITA Knowledge and Experience

Describe Bidder's prior experience providing consultation, and supporting the facilitation of at least three (3) MITA SS-A projects in separate states (Higher scores will be given to MITA 3.0). Specifically, detail your experience completing each of the four (4) sections of the SS-A profile: Business, Information, Technical, and Seven Standards and Conditions. Providing links within your description to completed work on a state's public website is encouraged if available. Include the contract period of performance dates and the outcomes and deliverables achieved for the client. ***[Maximum of six (6) pages, i.e., around two (2) pages per MITA SS-A project]***

For each state project Bidder must provide a contact and the additional information required in Section 4.4 *Bidder Business References*, who will be one of Bidder's business references.

4.3.3 (MS) MITA Roadmap Knowledge and Experience

Describe Bidder's experience and success developing MITA Roadmap projects that have increased the level of coordination between various health care agencies and the Medicaid program in other states.

Bidder may submit as part of their Response an example of a MITA Roadmap, or examples of other MITA work-products they developed or contributed to for another state. ***[Maximum of three (3) pages]***

4.4 (MS) Bidder Business References

4.4.1 For each state project from Section 4.3.2 *MITA Knowledge and Experience*, Bidder must provide a business reference meeting the requirements in this section.

4.4.2 For the references requested in this section, Bidders must provide:

- a. Reference organization name;
- b. Reference's name and title, addresses, telephone number(s), and email address;

4.4.3 References must not be from a person, company or organization with any special interest, financial or otherwise, in the Bidder.

4.4.4 HCA reserves the right to be a reference based on HCA's prior experience with the Bidder.

- 4.4.5 HCA reserves the right to eliminate from further consideration in the process any Bidder who, in the opinion of HCA, receives an unfavorable report from a reference provided. HCA may, at its discretion, contact other Bidder clients for references.
- 4.4.6 By submitting these references in Bidder's Response, Bidder grants permission to HCA to contact these references and others, who may have pertinent information.

4.5 (M) General Staffing Requirements

- 4.5.1 (M) The Bidder must provide qualified staff to perform the activities described in this RFQQ and maintain appropriate staffing throughout the term of the contract.
- 4.5.2 (M) Bidder must certify that all Project staff and Subcontractors will be proficient in written and spoken English.
- 4.5.3 (M) The Bidder staff must be proficient in the use of Avolution ABACUS software, the HCA Enterprise Architecture software tool for use in meeting the federal MITA requirements. This tool will be used for library management, tracking, monitoring, and supporting the compliance of MITA work products and models in the implementation of the MITA Roadmap.
- 4.5.4 (M) HCA is seeking expertise for five (5) unique skill sets (See Sections 4.7.1 through 4.7.5 below) but does not anticipate that any of these Key Staff will be dedicated full-time for the entire 15 months. HCA anticipates the staffing level of support will average around two (2) FTEs per month over the 15-month term of this contract.
- 4.5.5 (M) Bidder Key Staff, in particular the MITA Lead Analyst and the Project Manager, will need to be available on-site at key meetings to provide guidance and general consultation as needed. The specifics of on-site requirements will be negotiated with the Bidder in the Contract and in the work plan.
- 4.5.6 (M) Office space for Bidder staff will not be provided, but Bidder staff will have access to the HCA visitor Wi-Fi Internet connection while on site.
- 4.5.7 (M) During the term of the Contract, HCA reserves the right to approve or disapprove Bidder's Staff assigned to the MITA Project, to approve or disapprove any proposed changes in Bidder staff, or to require the removal or reassignment of any Bidder staff found unacceptable by HCA. All staff proposed by Contractor as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.
- 4.5.8 (M) Bidder must commit that staff listed in the Response will be available to provide services during the MITA Project.
- 4.5.9 (M) Provide résumés **[maximum of two (2) pages per individual]** describing the following for each of the Key Staff and other staff Bidder is proposing for the MITA Project. Indicate if the proposed staff member is a Subcontractor.
 - a. Name, proposed position description
 - b. Relationship, starting date of employment with the firm
 - c. Education, degrees, and professional certifications
 - d. Proposed role on the project
 - e. Staff Position Name (see Section 5.2, *Maximum Hourly Rate.*)
 - f. Particular skill sets and pertinent experience that demonstrate how they meet the

- requirements set out in this RFQQ
- g. Any other pertinent information

4.6 (MS) Project Personnel Staffing Plan

Provide a detailed Project personnel staffing plan and a proposed organizational chart for Bidder staff, including title, role, proposed responsibilities and expected percentage of time dedicated to the Project. Describe how the team, including any Subcontractors, will be managed during the course of the Project and Bidder's plan for establishing and maintaining effective communications throughout the Project. *[Maximum of five (5) pages]*

4.7 (M and MS) Bidder Key Staff Requirements

HCA has identified five (5) Bidder Key Staff positions to best support the multiple work streams of the MITA Project: MITA Lead Analyst, Project Manager, Technical Analyst/Architect, Data Analyst/Architect and Technical Writer for the MITA Project, Sections 4.7.1 through 4.7.5 below. Bidder must provide résumés as required in Section 4.5.9 that demonstrate how proposed Key Staff meet the requirements below.

4.7.1 (MS) MITA Lead Analyst

The MITA Lead Analyst is expected to be the most active Key Staff member and is the most important to the HCA MITA team with respect to their MITA expertise and the knowledge transfer obligations (section 4.10).

Bidder must provide a MITA Lead Analyst whose primary responsibility will be helping facilitate business modeling work-sessions, SS-A process documentation, editing work products, and analyzing and documenting feedback from stakeholders and team members appropriately. The MITA Lead Analyst will be responsible for developing work products and artifacts relating to defining and analyzing business issues and new improvement opportunities.

The MITA Lead Analyst must:

- a. Be a full-time employee of the Bidder;
- b. Have at least five (5) years of experience documenting business processes and completing business process improvement for health care agencies;
- c. Have detailed overall knowledge, experience and expertise with the MITA framework;
- d. Be proficient in Business Process Modeling Notation (BPMN 2.0); and
- e. Familiarity with continuous improvement practices and tools (e.g., Lean, Six Sigma).

The proposed MITA Lead Analyst will score additional points for:

- a. Experience working with architecture analysis, design, and planning involving large, complex IT systems or one (1) year or more on an MMIS solution; and
- b. Experience working on two (2) or more state MITA SS-A projects; or
- c. Experience working on one (1) or more MITA 3.0 SS-A project(s).

4.7.2 (MS) Project Manager

Bidder must provide a Bidder Project Manager (PM) who will have prime responsibility and final authority for the services provided under the resulting Contract and be the principal point of contact for the HCA MITA Project Manager for all business matters, performance matters, and administrative activities. The Bidder PM will be responsible for overseeing the completion on schedule of all tasks and deliverables assigned to the Bidder.

The Bidder PM must:

- a. Be a full-time employee of the Bidder;
- b. Be certified by a nationally recognized project management certification program or have a Master's degree in project management or related field;
- c. Have at least five (5) years of experience managing large-scale healthcare initiatives, preferably MITA or Medicaid Management Information System (MMIS) project initiatives or other Medicaid related projects;
- d. Have detailed overall knowledge, experience and expertise with the MITA framework.
- e. Have familiarity with continuous improvement practices and tools (e.g., Lean, Six Sigma).

The Bidder PM will score additional points for:

- a. Experience working on two (2) or more state MITA SS-A projects; and
- b. Experience working on one (1) or more MITA 3.0 SS-A project(s).

4.7.3 (MS) Technical Analyst/Architect

Bidder must provide a Technical Analyst/Architect who has the following qualifications:

- a. Five (5) years or more of experience facilitating and leading the technical analysis of large computer systems for defining a long-term solution, vision, strategy, and/or roadmap supporting the business mission and initiatives;
- b. Two (2) years or more of experience facilitating and leading the analysis and development of a MMIS vision and strategy for a health care agency; and
- c. Extensive knowledge of the MITA framework and Seven Standards and Conditions MITA 3.0 background preferred.

4.7.4 (MS) Data Analyst/Architect

Bidder must provide a Data Analyst/Architect who has the following qualifications:

- a. Three (3) years or more of experience with information architecture analysis, design and planning involving large, complex IT systems;
- b. Detailed knowledge of the MITA framework, MITA 3.0 background preferred.

4.7.5 (MS) Technical Writer

Bidder must provide a Technical Writer who has the following qualifications:

- a. At least three (3) years of experience writing and proofing large-scale Medicaid or computer system reports;
- b. Experience visually presenting data and presenting technical information in “plain talk” for a wide audience so that the content that is clear and useable;
- c. Detailed knowledge of the MITA framework—preferably MITA 3.0 experience.

In addition to the résumé for the Technical Writer, provide two (2) examples of the proposed Technical Writer’s work that demonstrate the formatting, presentation, and usability requirements set out in Section 4.11, *Formatting, Presentation and Usability*.

4.7.6 (M) Continuity of Key Staff is important to the success of the Project. Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be changed during the MITA Project from the people who are described in Bidder’s Response without the prior written approval of HCA. Bidder must provide HCA with a résumé of any replacement Key Staff or Subcontractor proposed to be assigned to the MITA Project prior to commencing any services.

4.8 (MS) Bidder Approach and Methodology

4.8.1 Provide a description *[maximum of six (6) pages]* of Bidder’s overall approach for the work required to complete Washington’s MITA 3.0 SS-A. Include a description of Bidder’s methods related to internal controls and quality assurance for all work conducted by Bidder staff or Subcontractors. The Bidder is encouraged to provide links to examples of the materials produced and finalized on other States’ websites ideally, or links can be provided to the Bidder’s website. Include the following:

- a. Describe Bidder’s proposed methodology of session facilitation and consultation to the HCA MITA Project Team to complete the Business Architecture SS-A.
- b. Describe Bidder’s proposed methodology to complete Information Architecture SS-A.
- c. Describe Bidder’s proposed methodology to complete the Technical Architecture SS-A.
- d. Describe Bidder’s proposed methodology of session facilitation and consultation to the HCA MITA Project Team to complete the Seven Standards and Conditions SS-A.
- e. Describe Bidder’s proposed approach to support HCA MITA Project Team to complete the MITA Roadmap and annual routine to meet long-term goal of the state of Washington for advancement and expansion of the enterprise-wide IT architecture will to continue to meet the seven the standards and conditions in 42 CFR Part 433.

4.9 (MS) Bidder Project Mangement

4.9.1 Provide an initial high level project work plan with estimated time frames for the MITA Project. This work plan will then be the beginning of developing a collaborative plan with HCA.

4.9.2 Provide two examples of monthly status reports used in Bidder’s other projects.

4.10 (MS) MITA Knowledge Transfer

The Bidder must provide MITA knowledge transfer throughout the MITA 3.0 SS-A Project, as

described in this Section 4.10 and upon request by the HCA MITA Project Manager, so that the MITA knowledge base is retained within the state. At the commencement of the MITA Project, the Bidder will be required to present an overview of MITA to agency staff, executives, and subject matter experts with an explanation of their various roles in the MITA SS-A development process.

The activities described in this Section 4.10 are known best practices for knowledge transfers based on HCA's review of other state's processes. Describe Bidder's proposed methodology for the transfer of MITA knowledge, skills, and abilities to HCA staff and explain how Bidder's methodology meets, complements, or exceeds the best practices set forth below. HCA will consider other approaches based on Bidder's experience and explanation.

- 4.10.1 **HCA MITA Project Team:** Based on their experience with other states, Bidder must share expertise and knowledge on the staging and execution of the various MITA 3.0 SS-A processes with the HCA MITA Project Team to facilitate work on the HCA MITA 3.0 SS-A. Throughout the project, the Bidder will be relied upon to provide information pertaining to CMS changes or updates to the MITA framework. At the request of the HCA MITA Project Manager, the Bidder may be tasked with identifying and recommending industry best practices, and knowledge gained by the Bidder completing MITA processes in other states.
- 4.10.2 **Leadership Team:** Bidder must facilitate the process of defining, describing, and prioritizing the state's Medicaid business and IT architecture goals to HCA's Executive Leadership Team and Executive Management Team in Olympia. For purposes of defining this work, facilitation includes preparation and distribution of background materials, leading discussions, and documenting outcomes.
- 4.10.3 **Agency Staff and Stakeholders:** Bidder must provide information and training on the MITA Framework and the MITA SS-A process including the role of subject matter experts in the development of the SS-A to agency business managers and staff.
- 4.10.4 **Business Modeling and ABACUS:** ABACUS will be the HCA MITA framework-modeling tool for capturing MITA business processes. The Bidder will need to make provisions for one 4-hour session, at HCA in Olympia, attended by approximately 10-15 HCA MITA Project team members or subject matter experts. The primary purpose of this session will be to transfer knowledge between Bidder and the HCA MITA Project Team members on MITA deliverables and the role of ABACUS to complete the work.

4.11 (M) Formatting, Presentation Usability and Ownership of Materials

- 4.11.1 All written materials produced by the Bidder will need to provide an executive summary that includes appropriate detail that communicates the purpose and outcome of the document and is aimed at a non-technical reader, i.e. contains no technical language to the extent feasible. Written documents must use *plain talk*, visual graphics and charts wherever possible to communicate to a wide audience. The MITA documents must be formatted for "ease of use." Bidder must develop useable documents with metrics that can be evaluated, measured, and leveraged for future MITA updates and MMIS initiatives.
- 4.11.2 The State will own all material funded under the Contract resulting from this RFQQ for future Agency and Interagency use. The HCA reserves the right to record all sessions for future use.

4.12 (M) Bidder Licensed to do Business in Washington

Within ten (10) days of being identified as the ASB, Bidder must be licensed to conduct business in Washington, including registering with the Washington State Department of Revenue. The Bidder must collect and report all applicable taxes. For more information related to becoming licensed to conduct business in Washington, visit the following website, <http://dor.wa.gov/content/doingbusiness/registermybusiness/default.aspx>

4.13 (M) Bidder Registered as a Statewide Payee

Within ten (10) days of being identified as the ASB, Bidder must register with the Department of Enterprise Services (DES) as a Statewide Payee (see Section 3.20, *Electronic Payment*). For more information and to register with DES, visit the following website: <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>

4.14 (M) Use of Subcontractors

HCA will accept Responses that include third party involvement only if the Bidder submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. Bidders must state whether Subcontractors are/are not being used, and if they are being used, Bidder must list them in response to this subsection. HCA reserves the right to approve or reject any and all Subcontractors that Bidder proposes. Any Subcontractors engaged after award of the Contract must be pre-approved, in writing, by HCA.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Bidders should familiarize themselves with the requirements prior to submitting a Response.

Bidder must state whether any officer or employee of the Bidder or Subcontractor, or any staff of a Subcontractor of the Bidder, is or was an employee of any agency of the state of Washington during the twenty-four (24) months preceding the Response due date of this RFQQ. If yes, Bidder must provide such individual's name, employing agency, job title while with the agency, and separation date.

Bidder must state whether the Bidder or any Subcontractor has contracted with the state of Washington during the past 24 months. If yes, Bidder must indicate the name of the agency, the contract number, project description and/or other information available to identify the contract.

4.15 (M) Prior Contract Performance

Bidder must state whether the Bidder has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Bidder's non-performance or poor performance and the issue of performance was either: (i) not litigated due to inaction on the part of the Bidder, or (ii) litigated and such litigation determined that the Bidder was in default. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Bidder's position on the matter. HCA will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by Bidder in the past five (5) years, so indicate.

4.16 (M) Worker's Compensation Coverage

The Bidder will, at all times, comply with all applicable workers' compensation, occupational

disease and occupational health and safety laws, statutes and regulations to the full extent applicable. Neither the State of Washington nor HCA will be held responsible in any way, for claims filed by the Bidder or their employees for service(s) performed under the terms of this contract awarded from this RFQQ.

4.17 (M) Insurance

The ASB is required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Bidder or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. Bidders will find a complete description of the specific insurance requirements in Appendix C, *Proposed Contract*.

5. BIDDER QUOTATION

Respond to Section 5 per the instructions in Section 3.5, *General Instructions to Bidders – Response Requirements*.

5.1 Overview

HCA seeks to acquire the consulting services for the MITA Framework 3.0 State Self-Assessment that best meet the State’s needs at the lowest cost and best value.

5.2 (MS) Maximum Hourly Rate

The hourly rates quoted by Bidder below are considered all-inclusive for the costs of consulting and working with HCA to successfully complete the MITA Project, i.e., rates include all overhead costs. (see also Section 5.3 *Miscellaneous Expenses*.)

Provide the maximum hourly rate (whole dollars) that is the highest rate payable by HCA for the Bidder Key Staff identified below (see Section 4.6 *Bidder Key Staff Requirements*).

Key Staff Position Names	Maximum Hourly Rate
MITA Lead Analyst	
Project Manager	
Technical Analyst/Architect	
Data Analyst/Architect	
Technical Writer	

Provide the maximum hourly rate (whole dollars) that is the highest rate payable by HCA for any other staff positions that Bidder has proposed for the successful completion of the HCA MITA Project (See Section 4.6 *Project Personnel Staffing Plan*).

Other Professional Staff*	
Other Support Staff*	

**Bidder can add Staff Positions Names and hourly rates that align with Bidder’s response to Section 4.6*

Please include the Staff Position Names from this Section on each résumé provided for Bidder staff in response to Subsection 4.6 *Project Personnel Staffing Plan* and Section 4.7 *Bidder Key Staff Requirements*.

5.3 (M) Miscellaneous Expenses

Day-to-day expenses related to performance under the Contract resulting from this RFQQ, including but not limited to, travel, lodging, meals, incidentals will **not** be reimbursed to the Bidder.

Notwithstanding the foregoing, the State recognizes that there may be an occasion when HCA may require the Bidder to travel. Any such travel must receive prior written approval from the HCA MITA Project Manager and reimbursement will be at rates not to exceed then current rules, regulations, and guidelines for State employees published by the Washington State Office of Financial Management set forth in the *Washington State Administrative and Accounting Manual* (<http://www.ofm.wa.gov/policy/10.htm>) and not to exceed expenses actually incurred.

5.4 (M) Taxes

Bidder must collect and report all applicable state taxes as set forth in Section 4.12, *Bidder Licensed to do Business in Washington*.

5.5 (M) Price Protection

For the term of the Contract, the Bidder must guarantee to provide Services at the proposed rates. Prices quoted shall not be increased during the term of the Contract.

6. EVALUATION

6.1 Evaluation Overview

- 6.1.1 Bidder Selection will be based on scoring of Bidder Responses by an HCA-designated evaluation team qualified to evaluate the Responses against the criteria set forth in this RFQQ.
- 6.1.2 The evaluation process is designed to award a Contract not necessarily to the Bidder of least cost, but to the Bidder with the combination of attributes that best meets the requirements set forth in this RFQQ.
- 6.1.3 The Coordinator may contact the Bidder for clarification of any portion of Bidder's Response.
- 6.1.4 After evaluating the written proposals, HCA may elect to schedule Interview/Presentations with the top scoring Bidders.

6.2 Evaluation Weighting/Points

Requirements/Criteria/Qualifications	Maximum Possible Points
General Requirements	400
Organizational Capabilities (Section 4.3)	75
Business References (Section 4.4)	25
Approach and Methodology (Section 4.8)	100
Project Management (Section 4.9)	50
MITA Knowledge Transfer (Section 4.10)	150
Staffing and Key Staff Qualifications	400
Project Personnel Staffing Plan (Section 4.6)	150
MITA Lead Analyst (Section 4.7.1)	150
Project Manager (Section 4.7.2)	25
Technical Analyst/Architect; Data Analyst/Architect; Technical Writer (Sections 4.7.3, 4.7.4, and 4.7.5, respectively)	75
Cost – Maximum Hourly Rate (Section 5.2)	200
MITA Lead Analyst	30
Project Manager	30
Technical Analyst/Architect	30
Data Analyst/Architect	30
Technical Writer	30
Other Professional Staff (<i>Professional Staff rates will be averaged for scoring</i>)	25
Other Support Staff (<i>Other Support Staff rates will be averaged for scoring</i>)	25
Total Points:	1000
Optional Interview/Presentation	200

6.3 Administrative Screening

Responses will be reviewed initially by the RFQQ Coordinator to determine on a pass/fail basis whether the Response has met the administrative requirements. Evaluation teams will evaluate only Responses that have met all administrative requirements.

6.4 Mandatory Requirements

Evaluators will determine whether responses to the Mandatory requirements are adequate. (All sections requiring a response are Mandatory.) RFQQ responses that do not meet a Mandatory requirement will be rejected as non-responsive.

The State reserves the right to determine at its sole discretion whether a Bidder's response to a Mandatory requirement is sufficient to pass. If, however, all responding Bidders fail to meet any single Mandatory item, HCA reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item.

6.5 Qualitative Review and Scoring

Only Responses that pass the administrative screening and Mandatory requirements review will be evaluated and scored based on responses to the scored requirements in the RFQQ.

6.6 Scoring

6.6.1 Evaluation points will be assigned based on the effectiveness of the Response to each scored requirement. A scale of zero to ten will be used, defined as follows:

Score	Description	Discussion
0	No value	Response is missing, totally inadequate or does not fully comply with the requirement
1-3	Poor	The Response has not fully established the capability to perform the requirement or has marginally described its ability.
4-6	Average	The Response shows an acceptable capability to meet the requirement and has shown sufficient detail to be considered as meeting the expectation stated in the requirement.
7-9	Good	The Response indicates an above-average capability to meet the requirement and has provided a complete description of the capability.
10	Excellent	The Response demonstrates far superior capability and clearly exceeds expectations..

6.6.2 A score of zero by all evaluators on any Mandatory Scored Requirement will result in the Proposal being disqualified, except as provided in Section 6.4, *Mandatory Requirements*.

6.6.3 The references identified in Section 4.4 Bidder Business References will be contacted and a standard set of questions will be sent to each reference rating the Bidder on a scale of 0 to 4 (Unsatisfactory to Exceptional) on each question.

6.7 Written Response Evaluation

6.7.1 General Requirements Scoring

Each scored element in Section 4.3 *Organizational Capabilities*, Section 4.8 *Approach and Methodology*, Section 4.9 *Project Management*, and Section 4.10 *MITA Knowledge Transfer*, will be given a score by each evaluation team member. The scores for Section 4.4 *Business References*, will be assigned by each reference. The scores will be totaled and the points assigned as follows:

The Bidder receiving the highest raw score for each scored Section will receive the Maximum Possible Points for that Section (see Section 6.2 *Evaluation Weighting Points*). The other Bidders will each receive a proportion of the Maximum Possible Points based on their raw score divided by the highest raw score times the Maximum Possible Points for that Section.

6.7.2 Staffing and Key Staff Qualifications Scoring

Each scored element in Section 4.6 *Project Personnel Staffing Plan*, Section 4.7.1 *MITA Lead Analyst*, Section 4.7.2 *Project Manager*, Sections 4.7.3, 4.7.4, and 4.7.5, *Technical Analyst/Architect, Data Analyst/Architect and Technical Writer*, respectively, will be given a score by each evaluation team member. The scores will be totaled and the points assigned as follows:

The Bidder receiving the highest raw score for each scored Section will receive the Maximum Possible Points for that Section. The other Bidders will each receive a proportion of the Maximum Possible Points based on their raw score divided by the highest raw score times the Maximum Possible Points for that Section

6.7.3 Cost – Maximum Hourly Rate Scoring

The Bidder proposing the lowest hourly rate for each Staff Position named in Section 5.2, *Maximum Hourly Rate* will receive the Maximum Possible Points for that Staff Position. The other Bidders will each receive a proportion of the Maximum Possible Points based on the lowest hourly rate for each Staff Position divided by their hourly rate times the Maximum Possible Points for that Staff Position.

6.7.4 Total Written Response Evaluation Score

Each Bidder's Total Written Response Score will be calculated by adding together all of their scores from the General Requirements Sections, the Staffing and Key Staff Qualifications Sections, and the Cost – Maximum Hourly Rate Sections.

6.8 Optional Bidder Interview/Presentation

After evaluating the written proposals, HCA may elect to schedule Interview/Presentations with the top scoring Bidders. In that event HCA will contact the top-scoring firm(s) from the Written Response Evaluation to schedule a date, time and location. Bidder must be available in person, on site at HCA, Cherry Street Plaza, 628 8th Avenue SE, Olympia, WA, on the day indicated in the Schedule, as amended. If the in-person requirement would be an undue burden on Bidder and Bidder presents a case for a phone interview, HCA may, at its sole discretion, allow a phone interview. The RFQQ Coordinator will contact the selected Bidders to schedule the exact time of the interviews. Commitments made by the Bidder at the Interview/Presentation, if any, will be considered binding.

6.9 Optional Interview/Presentation Scoring

The evaluation team will score each element of the interview/presentation on the scale set forth in Section 6.6.1. The Bidder receiving the highest raw score for the interview/oral presentation will receive the Maximum Possible Points for the Optional Interview/ Presentation. The other Bidders will each receive a proportion of the Maximum Possible Points based on their raw score divided by the highest raw score times the Maximum Possible Points for the Optional Interview/Presentation

6.10 Apparently Successful Bidder

The Apparently Successful Bidder will be the Bidder with the highest total number of points from the Written Response Evaluation and, if used, the Interview/Presentation. The results will be communicated to the Bidders by email.

Appendix A
HCA FUNDAMENTALS MAP

Posted Separately

Appendix B
CERTIFICATIONS AND ASSURANCES

Posted Separately

Appendix C
PROPOSED CONTRACT

Posted Separately

Fundamentals Map

MISSION
Provide high quality health care through innovative health policies and purchasing strategies.

VISION
A healthier Washington

VALUES
People First
Leadership
Public Service
Service Excellence
Innovation
Respect
Stewardship
Collaboration

KEY GOALS
Achieve the Triple Aim: Better Health, Better Care, Lower Cost

A National Leader in Health Care Transformation

Access to Quality Care

Employer of Choice

Trusted Stewards of Public Resources

Effective Enterprise Leadership & Alignment

Excellent Customer Experience (Internal & External)

CORE PROCESSES

CP 1 Facilitating Access to High Quality Services	CP 2 Purchasing for Value	CP 3 Improving Clinical Outcomes & Care Delivery Systems	CP 4 Designing Policy & Programs	CP 5 Engaging Our External Environment	CP 6 Supporting the HCA Workforce	CP 7 Supporting Integrity & Transparency	CP 8 Supporting Decisions with Data	CP 9 Managing Financial Resources	CP 10 Managing Technology & Systems Resources	CP 11 Managing Agency Planning & Performance
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SUB PROCESSES

<p>1.1. Ensuring beneficiaries access to healthcare in publicly/employer funded programs</p> <p>1.2. Ensuring awareness and fulfillment of rights and responsibilities in publicly/employer funded programs</p> <p>1.3. Certifying, credentialing and enrolling people, providers, programs and employers</p> <p>1.4. Developing, assuring and reporting on service compliance requirements</p> <p>1.5. Managing customer needs</p> <p>1.6. Helping people access the system</p> <p>1.7. Supporting and educating recipients accessing our services</p> <p>1.8. Providing human touch</p>	<p>2.1. Identifying purchasing needs</p> <p>2.2. Developing formal requirements and requests</p> <p>2.3. Issuing and managing procurement activities</p> <p>2.4. Evaluating and selecting apparently successful bidders or products</p> <p>2.5. Negotiating contract terms</p> <p>2.6. Executing contract terms</p> <p>2.7. Applying evidence-based purchasing</p>	<p>3.1. Assuring quality of services delivered</p> <p>3.2. Influencing practice transformation</p> <p>3.3. Measuring and reporting on quality of care</p> <p>3.4. Developing and implementing quality improvement strategies</p> <p>3.5. Developing, coordinating and assuring implementation of evidence-based clinical policies across delivery systems</p> <p>3.6. Providing clinical insight and direction</p> <p>3.7. Assuring new clinical interventions are evaluated for clinical benefit, safety and value.</p>	<p>4.1. Scanning the environment for opportunities & risks</p> <p>4.2. Conducting policy analysis and research</p> <p>4.3. Developing health care policy</p> <p>4.4. Rule-making</p> <p>4.5. Operationalizing policies & rules</p> <p>4.6. Innovating</p> <p>4.7. Evaluating impact of policies</p>	<p>5.1. Responding to and Informing Authorizing Environment</p> <p>5.2. Communicating and Coordinating with Medical Leadership of Health Plans for Medicaid/PEB</p> <p>5.3. Communicating with Stakeholders</p> <p>5.4. Communicating with External Partners</p> <p>5.5. Engaging Legislative Process</p> <p>5.6. Responding to information requests</p> <p>5.7. Maintaining government to government relations with tribes</p>	<p>6.1. Recruiting, retaining & succession planning</p> <p>6.2. Training & developing staff</p> <p>6.3. Developing successful leaders</p> <p>6.4. Developing and supporting staff accountability</p> <p>6.5. Ensuring a comfortable, healthy & safe work environment</p> <p>6.6. Ensuring full & appropriate staff engagement</p> <p>6.7. Continuing to improve & practicing cultural & linguistic competencies</p> <p>6.8. Communicating internally</p>	<p>7.1. Setting and communicating standards</p> <p>7.2. Assuring compliance, performance and service quality</p> <p>7.3. Performing provider enrollment/credentialing</p> <p>7.4. Conducting audits and reviews</p> <p>7.5. Overseeing contract compliance and quality</p> <p>7.6. Utilizing data analytics to assure program integrity</p> <p>7.7. Identifying and addressing systemic issues</p> <p>7.8. Managing enterprise risk</p> <p>7.9. Implementing and overseeing corrective actions</p>	<p>8.1. Defining data needs and gaps</p> <p>8.2. Acquiring actionable, accurate and available data</p> <p>8.3. Leveraging data resources</p> <p>8.4. Supporting decisions with Business Intelligence</p> <p>8.5. Ensuring data integrity</p> <p>8.6. Developing analytic capacity and competence</p> <p>8.7. Managing data as an asset</p>	<p>9.1. Identifying budget priorities and opportunities</p> <p>9.2. Deploying financing mechanisms (grants, waivers, etc.)</p> <p>9.3. Estimating costs impacts/financial modeling and forecasting</p> <p>9.4. Allocating resources</p> <p>9.5. Processing financial transactions, recoveries and recoupments</p> <p>9.6. Assuring compliance with state and federal financial rules and regulations</p> <p>9.7. Monitoring financial performance</p> <p>9.8. Reporting financial performance</p>	<p>10.1. Strategizing, designing, building and deploying technology to address business needs</p> <p>10.2. Managing technology assets</p> <p>10.3. Providing secure framework for using technology</p> <p>10.4. Coordinating strategy for enterprise technology and systems</p> <p>10.5. Maximizing the return on investment for technology</p> <p>10.6. Managing operations systems and data</p>	<p>11.1. Measuring & managing enterprise performance</p> <p>11.2. Planning and Deploying Strategic Initiatives</p> <p>11.3. Continuously Improving Processes</p> <p>11.4. Reporting for Accountability</p> <p>11.5. Sustaining the Management System</p>
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PROCESS OWNERS

PROCESS MEASURES

Preston Cody	Lou McDermott	Charissa Fotinos	Annette Schuffenhauer	Amy Blondin	Jody Costello	Cathie Ott	Adam Aaseby	Thuy Hua-Ly	Adam Aaseby	Kari Karch
a. Calls Answered b. Average Speed to Answer c. Network Adequacy	a. Compliance with Mandated Contracts Training b. After the fact contracts	a. Primary Care Providers credentialed b. 1 st Trimester Prenatal Care (RW 4.1.1a) c. Personal Care Provider (RW 4.1.3c)	a. Timely Renewals b. Timely Filing c. Innovation Implementation	a. Informing External Environment b. Social Media/Web Interaction	a. Phase I & II PDP's completed b. Recruitment	a. MAGI Attestation Risk Level b. Payment Accuracy c. Audit Resolution	a. Data Requests Completed b. Data Defects	a. Managing Financial Resources b. Timely Forecasting c. Timely monthly reporting	a. Help Desk 1 st Call Resolution b. Quality Improvement Measures	a. Process Improvement (Lean) b. Project Charter Adoption c. Agency Measure Activation d. Divisional QTRs

OUTCOMES

OUTCOME OWNERS

OUTCOME MEASURES

O 1 Access to right care, right time, right place	O 2 Improve Quality of Health Care	O 3 Constrain the Rate of Health Care Cost Growth	O 4 Insurance Coverage	O 5 Health System Performance	O 6 Shared Decision Making with Internal & External Partners	O 7 Influencing State & National Policy	O 8 Attract & Retain Quality Employees	O 9 Responsiveness	O 10 Customer Satisfaction	O 11 Accountable Management	O 12 Organizational Excellence & Alignment
MaryAnne Lindeblad	Dan Lessler	Carl Yanagida	Mary Fliss	Charissa Fotinos	Dorothy Teeter	Nathan Johnson	Jody Costello	Tamarra Henshaw	Mary Wood	Kathy Smith	Susan Lucas
a. Well-Child Visit Rate b. Consumer Health Care experience c. Provider Health Care experience	a. Improve Preventive Care b. Chronic Care Engagement with PCP c. Appropriate ED Utilization d. Unwarranted Practice Variation	a. WA state cost compared to national per capita (RW 4.1.3a) b. Employer-based Premiums (RW 2.1.2.c)	a. Rate of Uninsured (RW 4.1.3) b. Medicaid Expansion Enrollment (RW 4.1.3b)	a. Access to Buprenorphine medication assisted therapy	a. Engagement	a. Healthier WA: integration success b. Healthier WA: Value Based Purchasing	a. Retention	a. Resolution of Customer Requests: HR, Facilities, Finance b. HCA's "Goodwill" Value	a. Quality Interaction b. Account Accuracy Rate	a. Leadership Accountability	a. Org Assessment b. Project Management c. Employee Survey Results

RFQQ 1780 - APPENDIX B

Certifications and Assurances

MITA Framework 3.0 and State Self-Assessment Consultant Services

Washington State Health Care Authority

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFQQ are conditions precedent to the award or continuation of the resulting Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.

The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the RFQQ, and it may be accepted by HCA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period. In the case of protest, our Response will remain valid for 180 days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in our Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Appendix C, or substantially similar terms, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Appendix C of this solicitation.

We (circle one) **are** / **are not** submitting proposed Contract exceptions (see Subsection 3.14: *Contract Requirements*).

Bidder Signature

Bidder Company Name

Title

Date

	<p align="center">PROFESSIONAL SERVICES CONTRACT for MITA Framework 3.0 Consulting Services</p>	<p>HCA Contract Number: K1780 Resulting from Solicitation Number: K1780 Contractor/Vendor Contract Number:</p>
<p>THIS AGREEMENT made by and between Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."</p>		
CONTRACTOR NAME		CONTRACTOR doing business as (DBA)
CONTRACTOR ADDRESS	STREET	CITY
STATE		ZIP CODE
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR E-MAIL ADDRESS
HCA PROGRAM		HCA DIVISION/SECTION
HCA CONTACT NAME AND TITLE		HCA CONTACT ADDRESS Health Care Authority PO Box (Street Address: 626 8th Avenue SE) Olympia, WA 98504-
HCA CONTACT TELEPHONE (360) 725-		HCA CONTACT E-MAIL ADDRESS
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CFDA NUMBER(S) 93.778;	FFATA Form Required <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
CONTRACT START DATE	CONTRACT END DATE	TOTAL MAXIMUM CONTRACT AMOUNT
BRIEF DESCRIPTION OF CONTRACT:		
<p>ATTACHMENTS/EXHIBITS. See Contract Section 2.9 <i>Incorporation of Documents and Order of Precedence</i></p>		
<p>The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by HCA.</p>		
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

TABLE OF CONTENTS

1. DEFINITIONS	4
2. SPECIAL TERMS AND CONDITIONS	7
2.1 PURPOSE.....	7
2.2 STATEMENT OF WORK (SOW)	7
2.3 PERFORMANCE EXPECTATIONS	7
2.4 TERM.....	8
2.5 COMPENSATION	8
2.6 INVOICE AND PAYMENT	8
2.7 CONTRACTOR and HCA PROJECT MANAGERS	9
2.8 KEY STAFF.....	10
2.9 LEGAL NOTICES.....	10
2.10 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE	11
3. GENERAL TERMS AND CONDITIONS	11
3.1 ACCESS TO DATA	11
3.2 ADVANCE PAYMENT PROHIBITED	11
3.3 ASSIGNMENT.....	11
3.4 ATTORNEYS' FEES	12
3.5 CHANGE IN STATUS.....	12
3.6 CONFIDENTIAL INFORMATION PROTECTION	12
3.7 CONFIDENTIALITY BREACH – REQUIRED NOTIFICATION.....	12
3.8 CONFLICT OF INTEREST	13
3.9 CONFORMANCE	13
3.10 CONTRACTOR'S PROPRIETARY INFORMATION	13
3.11 COVENANT AGAINST CONTINGENT FEES	13
3.12 DATA SECURITY.....	13
3.13 DEBARMENT	13
3.14 DISPUTES	14
3.15 FORCE MAJEURE	14
3.16 FUNDING WITHDRAWN, REDUCED OR LIMITED	14
3.17 GOVERNING LAW	15
3.18 HCA NETWORK SECURITY.....	15
3.19 INDEMNIFICATION.....	15
3.20 INDEPENDENT CAPACITY OF THE CONTRACTOR	16
3.21 INDUSTRIAL INSURANCE COVERAGE	16
3.22 INSURANCE	16
3.23 LEGAL, LICENSING, ACCREDITATION AND REGULATORY COMPLIANCE	17
3.24 LIMITATION OF AUTHORITY	17
3.25 NO THIRD-PARTY BENEFICIARIES	17

3.26 NONDISCRIMINATION	17
3.27 PUBLICITY	17
3.28 RECORDS AND DOCUMENTS REVIEW	18
3.29 REMEDIES NON-EXCLUSIVE	18
3.30 RIGHT OF INSPECTION.....	18
3.31 Rights in Data/Ownership	18
3.32 RIGHTS OF STATE AND FEDERAL GOVERNMENTS	19
3.33 SEVERABILITY	19
3.34 SITE SECURITY	19
3.35 SUBCONTRACTING	20
3.36 SURVIVABILITY	20
3.37 TAXES	20
3.38 TERMINATION.....	20
3.39 TERMINATION PROCEDURES	21
3.40 WAIVER	22

Attachments

Attachment 1: Data Security Requirements

Schedules

Schedule A-1: Statement of Work (SOW) MITA Framework 3.0 and State Self-Assessment Consultant Services

Exhibits

Exhibit A: HCA RFQQ K1780 for MITA Framework 3.0 and State Self-Assessment Consultant Services

Exhibit B: [Bidder Name] Response to HCA RFQQ K1780

Note: Exhibits A and B are not attached but are available upon request from the HCA Contract Administrator.

**Contract #K1780 for
MITA Framework 3.0 and State Self-Assessment Consultant
Services**

Recitals

The state of Washington, acting by and through the Health Care Authority (HCA), issued a Request for Qualifications and Quotation (RFQQ) dated April 18, 2016, (Exhibit A) for the purpose of purchasing MITA Framework 3.0 and State Self-Assessment Consultant Services in accordance with its authority under chapter 39.26 RCW.

[Bidder Name] submitted a timely Response to HCA's RFQQ K1780 (Exhibit B).

HCA evaluated all properly submitted Responses to the above-referenced RFQQ and has identified [Bidder Name] as the Apparently Successful Bidder.

HCA has determined that entering into a Contract with [Bidder Name] will meet HCA's needs and will be in the State's best interest.

NOW THEREFORE, HCA awards to [Bidder Name] this Contract, the terms and conditions of which will govern Bidder's providing to HCA the MITA Framework 3.0 and State Self-Assessment Consultant Services.

The parties agree as follows:

1. DEFINITIONS

As used throughout this Contract, the following terms have the meaning set forth below:

"Allowable Expense" means an expenditure which meets the test of the appropriate OMB Circular (see Section I. Federal Compliance of Attachment 1). The most significant factors affecting the allowance of expenses are: 1) they must be necessary and reasonable, 2) they must be allocable, 3) they must be authorized or not published under state or local laws and regulations, and 4) they must be documented.

"Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

"Business Associate" is as defined in 45 CFR, Part 160.103 and includes any entity that performs or assists in performing a function or activity involving the use/disclosure of Individually Identifiable Health Information or involving any other function or activity regulated by HIPAA; or provides legal, accounting, actuarial, consulting, data aggregation, management, accreditation, or financial service where the services involve Individually Identifiable Health Information.

"Business Days and Hours" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“Centers for Medicare and Medicaid Services” or **“CMS”** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

“CMS Companion Guide” means the *CMS State Self-Assessment (SS-A) Companion Guide* (February 2012 v. 3.0) (“CMS Companion Guide”), found at <https://www.medicaid.gov/medicaid-chip-program-information/by-topics/data-and-systems/mita/medicaid-information-technology-architecture-mita-30.html> , including all subsequent revisions and supporting CMS materials.

“Confidential Information” means information that may be exempt from disclosure to the public or other unauthorized persons under chapter [42.56](#) RCW or chapter [70.02](#) RCW or other state or federal statutes. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

“Contract” means this Contract document, all schedules, exhibits, attachments, and amendments.

“Contractor” means any firm, provider, organization, individual or other entity performing services under this Contract. It includes any Subcontractor retained by the prime contractor as permitted under the terms of this Contract.

“Effective Date” means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“Equipment” means an article of non-expendable, tangible property having a useful life of more than one year and an acquisition cost of \$5,000 or more.

“HCA MITA Project Manager” means the HCA representative designated to manage and provide oversight of the day-to-day activities under the Contract resulting from this procurement. The HCA MITA PM will be the primary contact with Contractor concerning Contractor’s performance under the Contract.

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

“Key Staff” means the Contractor’s staff who have a crucial role in the MITA Project and include the MITA Lead Analyst, Project Manager, Technical Analyst/Architect, Data Analyst/Architect and Technical Writer.

“MMIS” or **“Medicaid Management Information System”** means the mechanized claims processing and information retrieval system that states are required to have for the administration and payment of Medicaid claims.

“MITA” or “Medicaid Information Technology (IT) Architecture” means an initiative sponsored by the Center for Medicare and Medicaid Services (CMS) that is intended to foster integrated business and IT transformation across the Medicaid enterprise to improve the administration of the Medicaid program.

“MITA Framework” is a consolidation of principles, business and technical models, and guidelines that creates a template for states to use to develop their individual enterprise architectures. The Framework consists of four parts, Business, Information, Technical and the Seven Standards and Conditions.

“MITA Maturity Level” is a level of the MITA Maturity Model. Higher maturity levels correspond to greater levels of operational effectiveness of the Medicaid program.

“MITA Maturity Model” is the component of the MITA Framework that measures the improvement and transformation of a business across the two dimensions – time and space. It is an adaptation of industry maturity models to the multistate Medicaid environment. The MMM describes five levels of progressive improvements over a 10+ year timeline. The MMM provides generic descriptions of the five levels of maturity and distinguishes among them using a set of *qualities*. The MMM is a point of reference used to define business capabilities for Medicaid business processes.

“MITA Project” or “Project” means the HCA initiative to complete the MITA 3.0 SS-A.

“MITA Roadmap” means the agency’s plan to improve its MITA maturity over a 5-year period, identifying key activities and milestones for proposed system solutions and anticipating the timing for full maturity. The Roadmap is updated annually.

“Proprietary Information” means information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

“Response” means Contractor’s Response to HCA’s RFQQ K1780 for MITA Framework 3.0 and State Self-Assessment Consultant Services and is Exhibit B hereto.

“RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections will include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

“RFQQ” means the Request for Qualifications and Quotation used as the solicitation document to establish this Contract, including all its amendments and modifications and is Exhibit A hereto.

“SS-A” or “State Self-Assessment” means the CMS-required review conducted by a state to identify the *As-Is* state of operations and the *To-Be* environment of business, information, and technical capabilities of the State Medicaid Enterprise to facilitate alignment of the State Medicaid Enterprise to MITA Business, Information, and Technical Architectures (BA, IA, and TA), as well as the enhanced funding requirements of the Seven Conditions and Standards.

“Statement of Work” or “SOW” means a statement of the work to be accomplished by Contractor under the terms and conditions of this Contract and is Schedule A-1 hereto. Additional SOWs under this Contract, if any, will be sequentially numbered.

“Subcontractor” means one not in the employment of Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

“WAC” means 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/>.

2. SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Contract is to acquire Medicaid Information Technology Architecture (“MITA”) 3.0 consulting services to assist HCA with its MITA 3.0 State Self-Assessment. (MITA 3.0 SS-A). The purpose of this work is to identify the *As-Is* operations and a future *To-Be* environment for business, information and technical capabilities of Washington State’s Medicaid Enterprise.

2.2 STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in their Response to RFQQ K1780 and Schedule A-1, Statement of Work.

Additional SOWs may be entered into between the parties related to additional phases of MITA-related and/or enterprise architecture work, depending on the availability of funding. Any such additional work will be delineated in an amendment to this Contract.

2.3 PERFORMANCE EXPECTATIONS

Engagement specific performance expectations may be included in each SOW. General expected performance under this Contract includes, but is not limited to, the following:

- a) Knowledge of applicable state and federal laws and regulations pertaining to the MITA initiative;
- b) Use of professional judgment;
- c) Collaboration with HCA staff in Contractor’s conduct of the services;
- d) Conformance with HCA directions regarding the delivery of the services;
- e) Timely, accurate and informed communications;
- f) Regular completion and updating of project plans, reports, documentation and communications;
- g) Regular, punctual attendance at all meetings; and
- h) Provision of high quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with the Contract and these performance expectations and may withhold payment if expectations are not met or Contractor’s performance is unsatisfactory.

2.4 TERM

The initial term of the Contract will commence on June 1, 2016, or date of last signature, whichever is later, and continue for 15 months, through August 31, 2017, unless terminated sooner as provided herein.

At the sole discretion of HCA the Contract may be extended via amendment, for up to five (5) additional years in whatever time increments HCA deems appropriate, depending on funding and the nature of the MITA-related work to be performed. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

Work performed without a contract or amendment signed by an Authorized Representative of both parties will be at the sole risk of the Contractor. HCA will not pay, any costs incurred before a contract or any subsequent amendment(s) is fully executed.

2.5 COMPENSATION

The Maximum Compensation payable to Contractor for the performance of all things necessary for or incidental to the performance of work as set forth in Schedule A-1, Statement of Work is \$750,000.00, and includes any allowable expenses.

Contractor's compensation for services rendered will be based on the following rates or in accordance with the following terms.

TBD

Day-to-day expenses related to performance under the Contract, including but not limited to, travel, lodging, meals, incidentals will not be reimbursed to Contractor. If Contractor is required by HCA to travel, any such travel must be authorized in writing by the HCA MITA Project Manager and reimbursement will be at rates not to exceed the then-current rules, regulations, and guidelines for State employees published by the Washington State Office of Financial Management set forth in the Washington State Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/10.htm>) and not to exceed expenses actually incurred.

To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses and receipts for any expenses of \$50 or more.

2.6 INVOICE AND PAYMENT

Contractor must submit accurate invoices to the following address for all amounts to be paid by HCA:

Health Care Authority
Administrative Accounting
Attention: Accounts Payable
Post Office Box 42691
Olympia, WA 98504-2691

If submitting the invoice via e-mail, send invoices to: Acctspay@hca.wa.gov. Include the HCA Contract number in the subject line of the email.

All invoices will be reviewed and must be approved by the Contract Manager or his/her designee prior to payment.

Contractor must submit properly itemized invoices to include the following information, as applicable:

- a) HCA Contract number K1780;
- b) Contractor name, address, phone number;
- c) Description of Services;
- d) Date(s) of delivery;
- e) Net invoice price for each item;
- f) Applicable taxes;
- g) Total invoice price; and
- h) Payment terms and any available prompt payment discount.

HCA will return incorrect or incomplete invoices, to the Contractor for correction and reissue. The Contract Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract.

Invoices must describe and document to HCA's satisfaction, a description of the work performed; the progress of the project; and fees. All hourly work submitted for payment will be required to have a tangible, physical deliverable (i.e. documentation, report, meetings minutes, memorandum, etc.). If expenses are invoiced, invoices must provide a detailed breakdown of each type. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

Payment will be considered timely if made by HCA within thirty (30) days of receipt of properly completed invoices. Payment will be sent to the address designated by the Contractor. (Note: Failure to submit a properly completed IRS form W-9 may result in delayed payments.)

Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) days after the Contract expiration date. Belated claims will be paid at the discretion of the HCA and are contingent upon the availability of funds.

HCA will not make advance payments or payments in anticipation of services or supplies to be provided under this Contract.

Electronic Payment: The State of Washington prefers to utilize electronic payment in its transactions. Contractor will be expected to register as a statewide vendor. This allows Contractors to receive payments from all participating state agencies by direct deposit, which is the State's preferred method of payment. Forms necessary for registration can be obtained at:

<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

2.7 CONTRACTOR AND HCA PROJECT MANAGERS

Contractor's Project Manager shall have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the HCA MITA PM for all business matters, performance matters, and administrative activities.

The HCA MITA Project Manager shall have the responsibility to monitor the Contractor's performance and shall be the contact person for all communications regarding Contract business matters, performance matters, and administrative activities.

Notifications regarding changes to this section must be in writing (e-mail) and maintained in the project file but will not require a formal Contract amendment.

Contractor Project Manager	HCA MITA Project Manager
<i>Name</i>	Amy Weber
<i>Email Address</i>	Amy.weber@hca.wa.gov
<i>Phone Numbers</i>	(360) 725-2016

2.8 KEY STAFF

Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be changed during the term of the Statement of Work (SOW) from the people who were described in the Response for the first SOW or those Key Staff initially assigned to subsequent SOWs without the prior written approval of HCA until completion of their assigned tasks.

During the term of the Statement of Work (SOW), HCA reserves the right to approve or disapprove Contractor's Key Staff assigned to the MITA Project, to approve or disapprove any proposed changes in Contractor's Key Staff, or to require the removal or reassignment of any Contractor staff found unacceptable by HCA, subject to HCA's compliance with applicable laws and regulations. Contractor must provide a resume to HCA of any replacement Key Staff and all staff proposed by Contractor as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.

2.9 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

2.9.1 In the case of notice to the Contractor:

[Contractor Contact Information]

2.9.2 In the case of notice to HCA:

Attention: Contract Administrator
 Health Care Authority
 Division of Legal Services
 Contract Services
 Post Office Box 42702
 Olympia, WA 98504-2702

2.9.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.

2.9.4 The notice address and information provided above may be changed by written notice of the change given as provided above, with such change becoming

effective on the tenth (10th) day following the effective date of such notice, unless a later date is specified.

2.10 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

- a) Applicable Federal and State of Washington statutes and regulations;
- b) Special Terms and Conditions;
- c) General Terms and Conditions;
- d) Attachment 1 – Data Security Requirements
- e) Schedule A – Statement of Work;
- f) Exhibit A – HCA RFQQ K1780 for MITA Framework 3.0 and State Self-Assessment Consultant Services, dated _____;
- g) Exhibit B – Contractor's Response dated _____;
- h) Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3. GENERAL TERMS AND CONDITIONS

3.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

3.2 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Contractor pursuant to this Contract.

3.3 ASSIGNMENT

Contractor may not assign or transfer this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 3.36, *Subcontracting*, without the prior written consent of HCA, and any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein including but not limited to, rights of setoff. HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington. Any attempted assignment, transfer or delegation in contravention of this Section of the Contract will be null and void. This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

3.4 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.

3.5 CHANGE IN STATUS

In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty days after such a change takes effect.

3.6 CONFIDENTIAL INFORMATION PROTECTION

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information. (See Attachment 1: *Data Security Requirements*)

Immediately upon expiration or termination of this Contract, Contractor must, at HCA's option: (i) certify to HCA that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to HCA; or (iii) take whatever other steps HCA requires of Contractor to protect HCA's Confidential Information.

HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

3.7 CONFIDENTIALITY BREACH – REQUIRED NOTIFICATION

Upon a breach or suspected breach of confidentiality, the Contractor must immediately notify the HCA Privacy Officer (HCAPrivacyOfficer@hca.wa.gov, or (360) 725-1116). For the purposes of this Contract, "immediately" means within one calendar day.

The Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless HCA for any damages related to unauthorized use or disclosure of Confidential Information by the Contractor, its officers, directors, employees, Subcontractors or agents.

Any breach of this clause may result in termination of the Contract and the demand for return of all Confidential Information.

3.8 CONFLICT OF INTEREST

HCA may terminate this Contract by written notice to the Contractor if it is found, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts.

In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor.

3.9 CONFORMANCE

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

3.10 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

3.11 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

3.12 DATA SECURITY

The federal government, the Centers for Medicare and Medicaid Services (CMS), and the State of Washington all maintain security requirements regarding privacy, data access, and other areas. Contractor is required to comply with the Data Security Requirements set out in Attachment 1 to this Contract and appropriate portions of the Washington OCIO Security Standard, 141.10 (<https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>).

3.13 DEBARMENT

Contractor, by signature to this Contract, certifies that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in

transactions (debarred). Contractor agrees to include the above requirement in any and all subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

3.14 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a bona fide dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties, either party may initiate the following dispute resolution process.

3.14.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If after five (5) additional Business Days the parties have not resolved the Dispute, it will be submitted to the HCA Director, who may employ whatever dispute resolution methods the Director deems appropriate to resolve the dispute.

3.14.2 A party's request for a dispute resolution must:

- a) Be in writing;
- b) Include a written description of the dispute;
- c) State the relative positions of the parties;
- d) State the Contract Number and the names and contact information for the parties;
- e) Be mailed to HCA Contracts Office, PO Box 42702, Olympia, WA 98504-2702, or emailed to HCA at Contracts@hca.wa.gov thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes.

3.14.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

3.15 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

3.16 FUNDING WITHDRAWN, REDUCED OR LIMITED

If the funds HCA relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract, HCA, at its discretion, may:

- a) Terminate this Contract pursuant to Section 3.40.3, *Termination for Non-Allocation of Funds*;

- b) Renegotiate the Contract under the revised funding conditions; or
- c) Suspend Contractor's performance under the Contract by written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When HCA determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

3.17 GOVERNING LAW

This Contract is governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington and the venue of any action hereunder is in the Superior Court for Thurston County, Washington.

3.18 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

3.19 INDEMNIFICATION

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons or damage to property, or breach of its confidentiality and notification obligations under Section 3.6 *Confidential Information Protection* and Section 3.7 *Confidentiality Breach-Required Notification*, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract. Contractor's obligation to defend, indemnify, and save HCA harmless is not eliminated or reduced by any alleged concurrent HCA negligence.

3.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and his or her employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold himself/herself out as or claim to be an officer or employee of HCA or of the State of Washington by reason hereof, nor will Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

3.21 INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and must maintain full compliance with Title 51 RCW during the course of this Contract. Should Contractor fail to secure industrial insurance coverage or fail to pay premiums, as may be required under Title 51 RCW, HCA may deduct the amount of premiums and any penalties owing from the amount payable to the Contractor under the Contract and transmit the same to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by HCA.

3.22 INSURANCE

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

3.22.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

3.22.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3.22.3 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insured's under the insurance policy/ies. All policies must be primary to any other valid and collectable insurance. Contractor must instruct the insurers to give HCA 30 days advance notice of any insurance cancellation.

Upon request, Contractor must submit to HCA, a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is

requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

3.23 LEGAL, LICENSING, ACCREDITATION AND REGULATORY COMPLIANCE

During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.

While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.

Failure to comply may result in Contract termination.

3.24 LIMITATION OF AUTHORITY

Only an HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the Authorized Representative.

3.25 NO THIRD-PARTY BENEFICIARIES

HCA and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

3.26 NONDISCRIMINATION

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 CFR Part 35 ; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with HCA.

3.27 PUBLICITY

3.27.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.

3.27.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA's name is mentioned, language is used, or Internet links are provided from which the connection of HCA's name with Contractor's Services may, in HCA's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in

existence or hereinafter developed without the express written consent of HCA prior to such use.

3.28 RECORDS AND DOCUMENTS REVIEW

The Contractor must maintain books, records, documents, magnetic media, receipts, invoices and other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement. The Contractor must retain such records for a period of six (6) years after the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

3.29 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive, but are in addition to all other remedies available under law.

3.30 RIGHT OF INSPECTION

The Contractor must provide right of access to its facilities to HCA, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

3.31 RIGHTS IN DATA/OWNERSHIP

3.31.1 HCA and Contractor agree that all data and work products (collectively "Work Product") produced pursuant to this Contract will be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

3.31.2 If for any reason the Work Product would not be considered a work made for hire under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

3.31.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.

- 3.31.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 3.31.5 Material that is delivered under this Contract, but that does not originate therefrom (“Preexisting Material”), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so, except that such license will be limited to the extent to which Contractor has a right to grant such a license. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 3.31.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

3.32 RIGHTS OF STATE AND FEDERAL GOVERNMENTS

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Contract; (iii) the copyright in any work developed under this Contract; and (iv) any rights of copyright to which Contractor purchases ownership under this Contract.

3.33 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

3.34 SITE SECURITY

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

3.35 SUBCONTRACTING

Neither Contractor, nor any Subcontractors, may enter into subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.

Additionally, Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts.

If, at any time during the progress of the work, HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.

The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the HCA.

HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

3.36 SURVIVABILITY

The terms and conditions contained in this Contract which by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive.

3.37 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

3.38 TERMINATION

3.38.1 TERMINATION FOR DEFAULT

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within three (3) days, or other time period agreed to in writing, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

In the event of termination for default, Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the

original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

3.38.2 TERMINATION FOR CONVENIENCE

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) Business Days' notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

3.38.3 TERMINATION FOR NONALLOCATION OF FUNDS

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

3.38.4 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

3.39 TERMINATION PROCEDURES

Upon termination of this Contract HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

HCA will pay Contractor the agreed upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case the HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 3.14 *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.

After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:

- 3.39.1 Stop work under the Contract on the date, and to the extent specified in the notice;
- 3.39.2 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- 3.39.3 Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- 3.39.4 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;
- 3.39.5 Transfer title to HCA and deliver in the manner, at the times, and to the extent directed by HCA any property which, if the Contract has been completed, would have been required to be furnished to HCA;
- 3.39.6 Complete performance of any part of the work that was not terminated by HCA; and
- 3.39.7 Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract which are in the possession of the Contractor and in which HCA has or may acquire an interest.

3.40 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

Attachment 1

Data Security Requirements

1. Definitions

In addition to the definitions set out in Section 1 of this Contract K1780 for MITA Framework 3.0 and State Self-Assessment Consultant Services, the definitions below apply to this Attachment.

- a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access Confidential Information.
- b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
- c. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- d. "Transmitting" means the transferring of data electronically, such as via email.
- e. "Trusted Systems" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Data with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- f. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. Data Transmitting

- a. When transmitting HCA Confidential Information electronically, including via email, the Data must be protected by:
 - (1) Transmitting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;
 - (2) Encrypting any Data that will be transmitted outside the SGN or Contractor's internal network with 128-bit Advanced Encryption Standard (AES) encryption or better. This includes transit over the public Internet.
- b. When transmitting HCA Confidential Information via facsimile (fax), the Contractor must verify the fax recipient's fax number and communicate with the intended fax recipient before transmission to ensure that the fax will be received only by the intended fax recipient.
- c. When transmitting the Agencies' Confidential Information via paper documents, Contractor must use a Trusted System.

3. Protection of Data

The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

- a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security.
- b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

Data Destruction: For HCA Confidential Information stored on network disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5: *Data Disposition* of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. **Removable Media, including Optical discs (CDs or DVDs) in local workstation optical disc drives and which *will not be transported out of a secure area*.** Confidential Information provided by HCA on removable media, such as optical discs or USB drives, which will be used in local workstation optical disc drives or USB connections will be encrypted with 128-bit AES encryption or better. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access Confidential Information on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers and which *will not be transported out of a secure area*.** Confidential Information provided by HCA on optical discs which will be attached to network servers will be encrypted with 128-bit AES encryption or better. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has been authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records containing Confidential Information must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Access via remote terminal/workstation over the State Governmental Network (SGN).** Data accessed and used interactively over the SGN. Access to the Data will be controlled by HCA staff who will issue authentication credentials (e.g. a unique user ID and complex password) to Authorized Users. Contractor must have established and documented termination procedures for existing staff with access to the Data. These procedures must be provided upon request. The Contractor will notify HCA staff within five (5) business days whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such

that the user no longer requires access.

- g. **Access via remote terminal/workstation over the Internet through Secure Access Washington.** Data accessed and used interactively over the Internet. Access to the Data will be controlled by HCA staff who will issue remote access authentication credentials (e.g. a unique user ID and complex password) to Authorized Users. Contractor must have established and documented termination procedures for existing staff with access to the Data. These procedures must be provided upon request. Contractor will notify HCA staff within five (5) business days whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor and whenever an Authorized User's duties change such that the user no longer requires access.

4. Protection of Data Stored on Portable Devices or Media

HCA Data must **not** be stored by the Contractor on portable devices or media unless specifically authorized within the Data Share Agreement. If so authorized, the Contractor must protect the Data as provided in this Section 4.

Portable devices are any small computing device that can be transported, including but are not limited to: handhelds/PDAs/phones; Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players); and laptop/notebook/tablet computers.

Portable media means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); magnetic media (e.g. floppy disks, tape, Zip or Jaz disks); USB drives; or flash media (e.g., CompactFlash, SD, MMC).

Contractor must

- a. Encrypt the Data with a key length of at least 128 bits using an industry standard algorithm, such as AES;
- b. Ensure that portable devices such as flash drives are FIPS Level 2 compliant;
- c. Control access to the devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics;
- d. Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. The maximum period of inactivity is 20 minutes.
- e. Physically protect the portable device(s) and/or media by:
 - (1) Keeping them in locked storage when not in use;
 - (2) Using check-in/check-out procedures when they are shared; and
 - (3) Maintaining an inventory.
 - (4) Ensure that when being transported outside of a Secured Area, portable devices and media with Data are under the physical control of an Authorized User.

5. Data Segregation

HCA Data received under this DSA must be segregated or otherwise distinguishable from non-HCA Data. This is to ensure that when no longer needed by the Contractor, all HCA Data can be identified for return or destruction. It also aids in determining whether HCA Data has or may have been compromised in the event of a security breach.

- a. The HCA Data must be kept in one of the following ways:
 - (1) on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-HCA Data; or

- (2) in a logical container on electronic media, such as a partition or folder dedicated to HCA Data; or
 - (3) in a database that will contain no non-HCA Data; or
 - (4) within a database and will be distinguishable from non-HCA Data by the value of a specific field or fields within database records; or
 - (5) When stored as physical paper documents, physically segregated from non-HCA Data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate HCA Data from non-HCA Data, then both the HCA Data and the non-HCA Data with which it is commingled must be protected as described in this Attachment.

6. Data Shared with Subcontractors

If HCA Data provided under this Contract is to be shared with a Subcontractor, the contract with the Subcontractor must include all of the Data Security Requirements.

7. Data Disposition

When the Confidential Information is no longer needed, except as noted in 3.b. above, *Data Destruction*, the Data must be returned to HCA or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character Data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with Category 3 and higher Data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding by a method that renders the Data unreadable, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or cutting/breaking into small pieces.
Magnetic tape	Degaussing, incinerating or crosscut shredding

Schedule A-1: Statement of Work for

MITA Framework 3.0 and State Self-Assessment Consultant Services

This SOW will be modified with the information from the Apparently Successful Bidder's Response.

The Contractor will provide consulting services, assistance and expertise to the MITA Project to complete HCA's MITA 3.0 State Self-Assessment. Specifically the Contractor must provide services and staff, and otherwise do all things necessary for or incidental to the performance of tasks set forth in this Statement of Work (the "SOW").

1. MITA 3.0 State Self Assessment (SS-A)

Contractor will support HCA in its completion of the MITA 3.0 SS-A process and deliverables in accordance with CMS requirements in collaboration with the HCA MITA Project Team through an iterative process. Support includes facilitation, gauging progress, critiquing work, identifying efficiencies, and providing templates and methodologies used in prior states.

More specifically, the Contractor will provide technical expertise and guidance, working collaboratively with the HCA MITA Project staff to:

- 1.1. Assist with the completion of the Business Architecture SS-A through facilitation of sessions with the HCA MITA Project staff and pertinent business managers and subject matter experts;
- 1.2. Assist with the completion of the Seven Standards and Conditions SS-A through facilitation of sessions with the HCA MITA Project staff and pertinent business managers and subject matter experts;
- 1.3. Complete from start to finish the Information Architecture SS-A components of MITA 3.0;
- 1.4. Complete from start to finish the Technical Architecture SS-A components of MITA 3.0;
- 1.5. Support the HCA MITA Project Team effort to complete the MITA 5-year Roadmap so that HCA has all key components required to utilize MITA to create the State's strategic plan for future Medicaid activities; and
- 1.6. Help HCA establish an annual routine in support of the State's long-term goal for advancement and expansion of the enterprise-wide IT architecture to continue to meet the Seven Standards and Conditions.

2. Knowledge Transfer, Facilitation, and Preparation for MITA Project

- 2.1. Contractor must collaborate with MITA project staff and participate in knowledge transfer activities throughout the engagement so that the MITA knowledge base is retained within the state.
- 2.2. Throughout its engagement with HCA, the Contractor will be responsible for facilitation of the MITA 3.0 SS-A development process through preparation of pertinent parties and knowledge transfer activities. Facilitation includes preparation and distribution of background materials, leading discussions, and documenting outcomes.
 - a) **HCA MITA Project Team Overview.** Meet with the HCA MITA Project Team to provide guidance on the staging and execution of the various MITA 3.0 SS-A

processes.

- b) **Leadership Overview.** Facilitate the process of defining, describing, and prioritizing the state's Medicaid business and IT architecture goals to HCA's Executive Leadership Team and Extended Management Team in Olympia.
- c) **Agency and Stakeholder Overview.** Facilitate the understanding and awareness for HCA program managers and staff on the MITA Framework and the MITA SS-A process, including the role of subject matter experts in the development of the SS-A

2.3. The Avolution ABACUS software will be the HCA MITA framework-modeling tool for capturing MITA business processes. The Contractor must provide for one 4-hour session, for approximately 10-15 HCA MITA Project team members or subject matter experts, at HCA in Olympia, on MITA deliverables and the role of ABACUS to complete the work.

2.4. The State will own all material funded under the Contract resulting from this RFQQ for future Agency and Interagency use. HCA reserves the right to record all sessions for future use.

3. Project Standards (CMS Companion Guide & PMBOK)

All the work to be accomplished under this SOW must be done in accordance with the *CMS State Self-Assessment (SS-A) Companion Guide*, February 2012, v. 3.0 (the "CMS Companion Guide").

The project management tasks must be done in accordance with the Project Management Institute's *Project Management Book of Knowledge (PMBOK)* standards.

4. Project Management

4.1. The Contractor's Project Manager will provide oversight of Contractor activities conducted hereunder and will be the principal point of contact for HCA concerning Contractor's performance under this Contract.

4.2. The HCA MITA Project Manager (or designee) will provide oversight of the activities conducted hereunder and will be the principal contact for Contractor concerning MITA Project activities.

4.3. The Contractor Project Manager will collaborate with the HCA MITA Project Manager on overall project management responsibilities, and will assist the HCA MITA Project Manager with the Schedule for completion of project milestones, tasks, deliverables, and projected approval dates of work and timeline estimates for start and end dates, and estimates of time to complete each task (by month) and the project plan and WBS/schedule, including:

- a) Development of a process to document known assumptions, constraints, and dependencies;
- b) Development of a quality control process;
- c) Development of a stakeholder and communication process with a communication plan that identifies a communication vehicle for SS-A participants and stakeholders;
- d) Development of a change control methodology that blends sponsorship, project management and change management principles to assure meeting project objectives, and on time and on budget project completion.

- 4.4. The Contractor Project Manager must provide a written Contractor Status Report (CSR) on a monthly basis that conform to the agreed upon reporting practices of the HCA Enterprise Project Management Office. The CSRs need to be received by the HCA MITA Project Manager by the 5th business day following the last day of the month reported. The CSRs must include the following:
 - a) Contractor's analysis of progress, critical issues, including schedule slippage, risk tracking and assessment, with mitigation strategies, documentation of issue management and any change management considerations.
 - b) All relevant documents and work products that are reported as completed deliverables for payment in a monthly invoice. All hourly work submitted for payment will be required to have a tangible, physical deliverable (i.e. report, meetings minutes, memorandum, etc.).
- 4.5. All written materials produced by Contractor must provide an executive summary that includes appropriate detail that communicates the purpose and outcome of the document and is aimed at a non-technical reader, i.e. contains no technical language to the extent feasible. Written documents must use plain talk, visual graphics and charts wherever possible to communicate to a wide audience. The MITA documents must be formatted for "ease of use." Contractor must develop useable documents with metrics that can be evaluated, measured, and leveraged for future MITA updates and MMIS initiatives.
- 4.6. The Contractor Project Manager must meet at least once monthly with HCA and additionally as needed. Minutes of all meetings will be taken by Contractor and provided to HCA.
- 4.7. The Contractor may be asked by the HCA MITA Project Manager to assist with the preparation of other MITA deliverables.

5. MITA Changes and Updates

The parties acknowledge that Contractor was selected, in part, because of its expertise, experience, and knowledge concerning MITA 3.0 and the State Self-Assessment process. Throughout the MITA Project Contractor will be responsible for identifying CMS changes or updates to the MITA framework and the impact of such changes on the HCA MITA SS-A development process.

6. MMIS MITA Programmatic Integration with Washington State Goals Utilizing HCA Strategic Planning and Operational Goals

- 6.1. Contractor will contribute to the implementation of a plan to integrate SS-A results into routine operations. In Washington, state agencies are encouraged to apply Lean thinking tools and report regularly on their agency's progress measured alongside the Governor's goals that include employee engagement, cross-agency collaboration, alignment, and accountability. HCA has employed the Fundamentals Map (Appendix A) as the foundational method for driving accountability to outcomes and focusing on the core processes that attain the outcome measures - all of which are aligned to the HCA vision, mission, and key goals. HCA is using project management and robust Lean methods and principles focusing on core processes and outcome measures, engaging HCA staff to make improvements and deliver results.
- 6.2. The HCA MITA Project Team will integrate Lean and project management methods/concepts into the MITA State Self-Assessment(SS-A) Project, incorporating a

project management plan to execute the goals and objectives identified in the MITA Roadmap and producing workflows for the business area processes the agency would like to emphasize and develop (i.e. MITA Roadmap). The Project will focus on effectively delivering value for our customers and striving for perfection - MITA Maturity Level 5 ("Ideal State"), with an understanding that our 5 -10 year goals will be MITA Maturity Level 2 or 3. The Contractor will be asked to contribute to the completion of the following:

- a) Establishing the MMIS vision and strategy to assist the agency in reaching MITA 3.0 maturity goals in the MITA Roadmap, which are aligned with the agency's strategic planning goals;
- b) Identifying logical and reasonable processes for how the SS-A can be used to leverage HCA Medicaid processes;
- c) Assisting the agency in identifying a project management plan in its MITA Roadmap to summarize how HCA plans to assess its As-Is operations and To-Be state and a schedule to complete key milestones in the MITA Roadmap;
- d) Developing and integrating a project plan that is not only a prioritization process to summarize how HCA plans to achieve the To-Be state, but also the identification of milestones and a proposed schedule for the completion of projects;
- e) Developing a plan to align prioritized projects with needed resources utilizing HCA's project management software tool (Team Dynamix) to identify linkages with future APD's when applicable;
- f) Operationalizing MITA programmatic requirements into HCA daily operations.

7. Principles and Performance Expectations for Engagement

The principles of what HCA is looking for through this SOW and the high level expectations for the Contractor's performance of the work are:

- 7.1. To use Contractor's knowledge and experience gained from their engagement(s) with other states in the completion of the other states' MITA 3.0 SS-A processes to propose additional ideas to the HCA MITA Project Manager and Project Team, including identifying the feasibility of reusing and leveraging other states' effective approaches, practices and framework.
- 7.2. To identify and recommend industry best practices to HCA.
- 7.3. To grow HCA's MITA institutional knowledge, skills, and abilities so the organization increases in its maturity.
- 7.4. To provide a learning, knowledge-transfer environment;
- 7.5. Put MITA in meaningful business context and value propositions that garners executive traction, commitment, and follow-through.

Appendix A
HCA Fundamentals Map

Fundamentals Map

MISSION
Provide high quality health care through innovative health policies and purchasing strategies.

VISION
A healthier Washington

VALUES
People First
Leadership
Public Service
Service Excellence
Innovation
Respect
Stewardship
Collaboration

KEY GOALS
Achieve the Triple Aim: Better Health, Better Care, Lower Cost

A National Leader in Health Care Transformation

Access to Quality Care

Employer of Choice

Trusted Stewards of Public Resources

Effective Enterprise Leadership & Alignment

Excellent Customer Experience (Internal & External)

CORE PROCESSES

CP 1 Facilitating Access to High Quality Services	CP 2 Purchasing for Value	CP 3 Improving Clinical Outcomes & Care Delivery Systems	CP 4 Designing Policy & Programs	CP 5 Engaging Our External Environment	CP 6 Supporting the HCA Workforce	CP 7 Supporting Integrity & Transparency	CP 8 Supporting Decisions with Data	CP 9 Managing Financial Resources	CP 10 Managing Technology & Systems Resources	CP 11 Managing Agency Planning & Performance
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SUB PROCESSES

<p>1.1. Ensuring beneficiaries access to healthcare in publicly/employer funded programs</p> <p>1.2. Ensuring awareness and fulfillment of rights and responsibilities in publicly/employer funded programs</p> <p>1.3. Certifying, credentialing and enrolling people, providers, programs and employers</p> <p>1.4. Developing, assuring and reporting on service compliance requirements</p> <p>1.5. Managing customer needs</p> <p>1.6. Helping people access the system</p> <p>1.7. Supporting and educating recipients accessing our services</p> <p>1.8. Providing human touch</p>	<p>2.1. Identifying purchasing needs</p> <p>2.2. Developing formal requirements and requests</p> <p>2.3. Issuing and managing procurement activities</p> <p>2.4. Evaluating and selecting apparently successful bidders or products</p> <p>2.5. Negotiating contract terms</p> <p>2.6. Executing contract terms</p> <p>2.7. Applying evidence-based purchasing</p>	<p>3.1. Assuring quality of services delivered</p> <p>3.2. Influencing practice transformation</p> <p>3.3. Measuring and reporting on quality of care</p> <p>3.4. Developing and implementing quality improvement strategies</p> <p>3.5. Developing, coordinating and assuring implementation of evidence-based clinical policies across delivery systems</p> <p>3.6. Providing clinical insight and direction</p> <p>3.7. Assuring new clinical interventions are evaluated for clinical benefit, safety and value.</p>	<p>4.1. Scanning the environment for opportunities & risks</p> <p>4.2. Conducting policy analysis and research</p> <p>4.3. Developing health care policy</p> <p>4.4. Rule-making</p> <p>4.5. Operationalizing policies & rules</p> <p>4.6. Innovating</p> <p>4.7. Evaluating impact of policies</p>	<p>5.1. Responding to and Informing Authorizing Environment</p> <p>5.2. Communicating and Coordinating with Medical Leadership of Health Plans for Medicaid/PEB</p> <p>5.3. Communicating with Stakeholders</p> <p>5.4. Communicating with External Partners</p> <p>5.5. Engaging Legislative Process</p> <p>5.6. Responding to information requests</p> <p>5.7. Maintaining government to government relations with tribes</p>	<p>6.1. Recruiting, retaining & succession planning</p> <p>6.2. Training & developing staff</p> <p>6.3. Developing successful leaders</p> <p>6.4. Developing and supporting staff accountability</p> <p>6.5. Ensuring a comfortable, healthy & safe work environment</p> <p>6.6. Ensuring full & appropriate staff engagement</p> <p>6.7. Continuing to improve & practicing cultural & linguistic competencies</p> <p>6.8. Communicating internally</p>	<p>7.1. Setting and communicating standards</p> <p>7.2. Assuring compliance, performance and service quality</p> <p>7.3. Performing provider enrollment/credentialing</p> <p>7.4. Conducting audits and reviews</p> <p>7.5. Overseeing contract compliance and quality</p> <p>7.6. Utilizing data analytics to assure program integrity</p> <p>7.7. Identifying and addressing systemic issues</p> <p>7.8. Managing enterprise risk</p> <p>7.9. Implementing and overseeing corrective actions</p>	<p>8.1. Defining data needs and gaps</p> <p>8.2. Acquiring actionable, accurate and available data</p> <p>8.3. Leveraging data resources</p> <p>8.4. Supporting decisions with Business Intelligence</p> <p>8.5. Ensuring data integrity</p> <p>8.6. Developing analytic capacity and competence</p> <p>8.7. Managing data as an asset</p>	<p>9.1. Identifying budget priorities and opportunities</p> <p>9.2. Deploying financing mechanisms (grants, waivers, etc.)</p> <p>9.3. Estimating costs impacts/financial modeling and forecasting</p> <p>9.4. Allocating resources</p> <p>9.5. Processing financial transactions, recoveries and recoupments</p> <p>9.6. Assuring compliance with state and federal financial rules and regulations</p> <p>9.7. Monitoring financial performance</p> <p>9.8. Reporting financial performance</p>	<p>10.1 Strategizing, designing, building and deploying technology to address business needs</p> <p>10.2 Managing technology assets</p> <p>10.3 Providing secure framework for using technology</p> <p>10.4 Coordinating strategy for enterprise technology and systems</p> <p>10.5 Maximizing the return on investment for technology</p> <p>10.6 Managing operations systems and data</p>	<p>11.1. Measuring & managing enterprise performance</p> <p>11.2. Planning and Deploying Strategic Initiatives</p> <p>11.3. Continuously Improving Processes</p> <p>11.4. Reporting for Accountability</p> <p>11.5. Sustaining the Management System</p>
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PROCESS OWNERS

Preston Cody	Lou McDermott	Charissa Fotinos	Annette Schuffenhauer	Amy Blondin	Jody Costello	Cathie Ott	Adam Aaseby	Thuy Hua-Ly	Adam Aaseby	Kari Karch
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PROCESS MEASURES

<p>a. Calls Answered</p> <p>b. Average Speed to Answer</p> <p>c. Network Adequacy</p>	<p>a. Compliance with Mandated Contracts Training</p> <p>b. After the fact contracts</p>	<p>a. Primary Care Providers credentialed</p> <p>b. 1st Trimester Prenatal Care (RW 4.1.1a)</p> <p>c. Personal Care Provider (RW 4.1.3c)</p>	<p>a. Timely Renewals</p> <p>b. Timely Filing</p> <p>c. Innovation Implementation</p>	<p>a. Informing External Environment</p> <p>b. Social Media/Web Interaction</p>	<p>a. Phase I & II PDP's completed</p> <p>b. Recruitment</p>	<p>a. MAGI Attestation Risk Level</p> <p>b. Payment Accuracy</p> <p>c. Audit Resolution</p>	<p>a. Data Requests Completed</p> <p>b. Data Defects</p>	<p>a. Managing Financial Resources</p> <p>b. Timely Forecasting</p> <p>c. Timely monthly reporting</p>	<p>a. Help Desk 1st Call Resolution</p> <p>b. Quality Improvement Measures</p>	<p>a. Process Improvement (Lean)</p> <p>b. Project Charter Adoption</p> <p>c. Agency Measure Activation</p> <p>d. Divisional QTRs</p>
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OUTCOMES

O 1 Access to right care, right time, right place	O 2 Improve Quality of Health Care	O 3 Constrain the Rate of Health Care Cost Growth	O 4 Insurance Coverage	O 5 Health System Performance	O 6 Shared Decision Making with Internal & External Partners	O 7 Influencing State & National Policy	O 8 Attract & Retain Quality Employees	O 9 Responsiveness	O 10 Customer Satisfaction	O 11 Accountable Management	O 12 Organizational Excellence & Alignment
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OUTCOME OWNERS

MaryAnne Lindeblad	Dan Lessler	Carl Yanagida	Mary Fliss	Charissa Fotinos	Dorothy Teeter	Nathan Johnson	Jody Costello	Tamarra Henshaw	Mary Wood	Kathy Smith	Susan Lucas
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OUTCOME MEASURES

<p>a. Well-Child Visit Rate</p> <p>b. Consumer Health Care experience</p> <p>c. Provider Health Care experience</p>	<p>a. Improve Preventive Care</p> <p>b. Chronic Care Engagement with PCP</p> <p>c. Appropriate ED Utilization</p> <p>d. Unwarranted Practice Variation</p>	<p>a. WA state cost compared to national per capita (RW 4.1.3a)</p> <p>b. Employer-based Premiums (RW 2.1.2.c)</p>	<p>a. Rate of Uninsured (RW 4.1.3)</p> <p>b. Medicaid Expansion Enrollment (RW 4.1.3b)</p>	<p>a. Access to Buprenorphine medication assisted therapy</p>	<p>a. Engagement</p>	<p>a. Healthier WA : integration success</p> <p>b. Healthier WA: Value Based Purchasing</p>	<p>a. Retention</p>	<p>a. Resolution of Customer Requests: HR, Facilities, Finance</p> <p>b. HCA's "Goodwill" Value</p>	<p>a. Quality Interaction</p> <p>b. Account Accuracy Rate</p>	<p>a. Leadership Accountability</p>	<p>a. Org Assessment</p> <p>b. Project Management</p> <p>c. Employee Survey Results</p>
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