

Contract for Services
Between the
State of Washington
Office of Insurance Commissioner
And
Milliman, Inc.

This Contract is made and entered into by and between the state of Washington, Office of Insurance Commissioner, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR."

Milliman, Inc.
1301 Fifth Avenue Suite 3800
Seattle WA, 98101-2646

Federal TIN: 91-0675641

Purpose

The purpose of this contract is to review how Washington state health plans define, cover, and reimburse for maternity care services, including prenatal, delivery, and postpartum care and to provide recommendations to reduce or eliminate deductibles and other forms of cost-sharing for maternity care services. CONTRACTOR will determine the potential impacts on multiple types of health plans offered in Washington state, with respect to actuarial values and premium rates if coverage for a specific set of benefits were included as directed by [Substitute Senate Bill 5581](#) and section 144(19) of Engrossed Substitute Senate Bill 5187. CONTRACTOR'S duties include assistance with organizing research into maternity cost-sharing reductions or elimination options and supporting a public meetings process.

CONTRACTOR will assist AGENCY with preparation of a report to the Legislature due July 1, 2024.

Scope of work

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR must provide services and staff and otherwise do all things necessary for or incidental to the performance of work, as described below and detailed in Exhibit B, Request for Proposals S202401, and Exhibit C, CONTRACTOR's Proposal:
 1. CONTRACTOR will assist AGENCY with data gathering and analysis of commercial health plans offering maternity care services in Washington state. Data gathering and analysis shall include:
 - a. Obtaining necessary information regarding health plans offered by carriers with more than one percent accident and health market share, based upon AGENCY's most recent annual market information report, and health plans

offered to public employees under chapter 41.05 RCW. The CONTRACTOR will be responsible for development of the data call, in consultation with AGENCY. AGENCY will issue the data call. The CONTRACTOR will analyze the data submitted by carriers and the contractor's internal databases as well as other relevant data sources identified by the CONTRACTOR:

- How health plan benefit designs define maternity care services, including whether health plans cover B·R·A·H·M·S sFlt-1/ PIGF KRYPTOR Test System (high-risk pre-eclampsia testing) in their maternity care benefits, and if covered, the applicable medical necessity criteria for coverage of the service.
 - Maternity care services include but are not limited to prenatal care, childbirth and delivery, postpartum care, and medically necessary supplies for home birth.
 - If and to what extent maternity care services are subject to deductibles and other cost-sharing requirements.
 - Which maternity care services are considered preventive services under section 2713 of the federal public health services act (42 U.S.C. Sec. 300gg et seq.) and which services are exempt from cost-sharing on the effective date of this section under the implementation of federal regulations.
 - The five (5) most commonly used maternity care reimbursement methodologies used by each carrier.
 - When bundle payment reimbursement methodologies are used which, specific services are included in the bundled payment.
- b. Estimate the total and per member per month cost impact on health plan rates of eliminating cost-sharing for maternity care services in full, or for prenatal care only, for the following markets:
- Individual health plans other than cascade select plans
 - Cascade select health plans
 - Small group health plans
 - Large group health plans
 - Health plans offered to public employees under chapter 41.05 20 RCW
 - All health plans in the aggregate.
- c. To assist with the CONTRACTOR'S data gathering and analysis, the CONTRACTOR will request access to Washington all payer claims database (APCD). This will include the following:
- With the AGENCY, the CONTRACTOR will complete a data use agreement (DUA) to request access from the Washington Health Care Authority to access the APCD.
 - The CONTRACTOR will be responsible for all costs associated with accessing the APCD.
 - The CONTRACTOR will use the APCD to supplement their internal databases.

2. CONTRACTOR will provide actuarial analysis and advice related to options to reduce or eliminate cost-sharing for maternity care services in commercial health plans and public employee health plans offered in Washington state. Actuarial analysis will

include determination of the potential impacts on health plan design, actuarial values, and premium rates if cost-sharing were reduced or eliminated for the following services:

- a. Prenatal care services
 - b. Delivery; and
 - c. Postpartum care services
 - d. Medically necessary supplies for home birth
3. The CONTRACTOR will deliver to the AGENCY cost-sharing elimination scenarios for maternity care services in full, or for prenatal care only, as provided in paragraph A.1.b. The CONTRACTOR will also deliver at least five (5) scenarios for reduction of maternity cost sharing after consultation with the AGENCY.
 - a. The AGENCY, and the CONTRACTOR will determine whether elimination and reduction scenarios will be provided for the following specialized maternity care services:
 - Stillbirth or late-stage miscarriage services
 - Up to three weeks of infant care following delivery
4. CONTRACTOR will analyze similar maternity care cost-sharing reduction or elimination policies in other states. CONTRACTOR will provide an analysis of policies to reduce or eliminate maternity care cost-sharing in use or under consideration in other states.

For each policy analyzed under B.3., CONTRACTOR will include:

- a. A description of the state's policy.
 - b. Compilation and analysis of any research or other findings related to the implementation and outcomes of the policy.
 - c. Based upon information gained through objective 1.2.2 of the RFP, analysis of potential impacts in Washington state on health care pricing, health services utilization, health care affordability and access to health care if such a strategy were adopted in Washington state. The analysis will include any economic modeling or actuarial analysis necessary to identify potential impacts.
- C. The CONTRACTOR will produce the following written reports or other written documents (deliverables):
 - Revised project plan and timeline for completing the analysis within 2 weeks of the contract execution date.
 - Completed data call.
 - Completed actuarial modeling of the scenarios described in paragraphs B.1., 2. and 3.
 - Analysis of maternity care cost-sharing elimination or reduction policies in other states, as described in paragraph 1.B.4.
 - Preliminary Report
 - Final Report
 - Materials for presentation of the study results to audiences including the AGENCY, legislative committees, and other interested parties.

All written reports and other deliverables required under this contract must be delivered to the AGENCY Contract Manager.

Period of performance

The period of performance under this contract will be from date of AGENCY execution, through May 1, 2025.

AGENCY reserves the right to extend the contract for up to two (2) additional one-year periods, at the sole discretion of the AGENCY.

Compensation

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract must not exceed two hundred sixteen thousand (\$216,000.00) dollars.

CONTRACTOR's compensation for services rendered must be based on the following rates and in accordance with the following terms:

CONTRACTOR may invoice for each deliverable upon acceptance of the deliverable by the AGENCY Contract Manager.

Compensation Table		
Deliverable	Due Date	Cost
Completed Data Call	12/30/23	\$26,000.00
Summary of other state's policies	2/29/2024	\$43,000.00
Completed actuarial analysis of maternity cost-sharing scenarios	2/29/2024	\$73,000.00
Preliminary report	3/31/2024	\$29,000.00
Presentation development and support	5/1/2025	\$24,000.00
Final report	5/31/2025	\$21,000.00
Maximum contract cost		\$216,000.00

No additional expenses allowed.

Billing procedures and payment

AGENCY will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices including the total invoice charge, the months for which the invoice applies, and reference number K202507. Invoices must be submitted to the billing address below not more often than monthly.

Electronic invoices sent to contracting@oic.wa.gov are preferred.

Mailing address
Office of Insurance Commissioner
Attn: Contracting
PO Box 40255
Olympia, WA 98504-0255

Payment is considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed invoices. Payment, or in the case of Electronic Funds Transfer, notice of payment will be sent to the address designated by the CONTRACTOR in association with the statewide payee information on file with DES. It is the responsibility of the CONTRACTOR to ensure their statewide payee information is accurate. If the CONTRACTOR does not have a payee number, the CONTRACTOR will be required to obtain one before payment will be made.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract will be made by the AGENCY.

Overpayments

CONTRACTOR must refund to AGENCY the full amount of any erroneous payment or overpayment within thirty (30) days of such notice.

Contract management

The Contract Manager for each of the parties is the contact person for all communications and billings regarding the performance of this contract.

CONTRACTOR Contract Manager

Casey Hammer
Milliman, Inc
2261 Market Street, Suite 5485
San Francisco, CA 94114 USA
415.394.3769
casey.hammer@milliman.com

AGENCY Contract Manager

Sydney Rogalla
Office of Insurance Commissioner
PO Box 40255
Olympia, WA 98504-0255
360.725.7042
Sydney.Rogalla@oic.wa.gov

From time to time, CONTRACTOR or AGENCY contacts may change. Any change to the CONTRACTOR or AGENCY representative listed above must be provided to the other party by email notification. The party in receipt of the change notice will confirm receipt of the notice by email notification to the party initiating the change.

Data classification, sharing and security

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 "material and information" may consist of Public Information, Sensitive Information, Confidential Information, and/or Confidential Information Requiring Special Handling as defined below.

Public Information: information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Sensitive Information: information that may not be specifically protected from disclosure by law, but is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Confidential Information: information that is specifically protected from disclosure by law. Confidential Information includes: personal information about individuals, such as financial account information, regardless of how that information is obtained; information concerning employee personnel records; information regarding IT infrastructure and security of computer and telecommunications systems.

Confidential Information Requiring Special Handling: information that is specifically protected from disclosure by law and for which especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; or serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

Information received under this contract may be *sensitive information*.

Confidential Information does not include information that: (i) is or becomes available in the public domain through no breach of this contract by CONTRACTOR; (ii) was in CONTRACTOR's possession free of any obligation of confidentiality at the time of the AGENCY's communication thereof to CONTRACTOR; (iii) is received from a third party not known by CONTRACTOR to owe an obligations of confidentiality to the AGENCY; (iv) is developed by CONTRACTOR completely independent from the Confidential Information of the AGENCY; or (v) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the AGENCY with advance written notice if reasonably possible and to the extent legally permissible such that the AGENCY is afforded an opportunity to contest the disclosure or seek an appropriate protective order.

CONTRACTOR agrees to protect all material and information, other than Public Information, obtained under this contract as Confidential Information, unless notified by the AGENCY in writing to treat the material or information with lessened or heightened protections.

CONTRACTOR will not make use of material and information for any purpose other than the performance of this contract. CONTRACTOR will release information obtained under this contract, other than Public Information, only to authorized employees, agents, or subcontractors, requiring such information for the purposes of carrying out this contract, and only after such persons have signed a nondisclosure agreement no less stringent than the one provided to the CONTRACTOR by the AGENCY.

CONTRACTOR will not release, divulge, publish, transfer, sell, disclose, or otherwise make the material and information known to any other party, person or entity except as provided in this contract.

CONTRACTOR agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access, use, disclosure, modification or loss to material and information collected, used, or acquired in connection with this Contract. All Confidential Information, and information

treated as Confidential Information, stored by the CONTRACTOR will be encrypted using industry standard algorithms or cryptographic modules validated by the National Institute of Standards and Technology (NIST).

Confidential Information transmitted by the CONTRACTOR to the AGENCY or to any employee, agent, or subcontractor under this agreement must be made using a method that ensures:

1. All manipulations or transmissions of data during the exchange are secure.
2. If intercepted during transmission the data cannot be deciphered.
3. When necessary, confirmation is received when the intended recipient receives the data.
4. Encryption methods use industry standard algorithms, or cryptographic modules validated by the National Institute of Standards and Technology (NIST).

Upon reasonable advance written notice at mutually agreed upon times, CONTRACTOR's records directly related to this Contract are subject to inspection, review or audit in accordance with the Records maintenance section of Exhibit A, General Terms and Conditions. Any breach of this provision may result in termination of the Contract.

AGENCY reserves the right to monitor, audit, or investigate the use of material or information collected, used, or acquired by CONTRACTOR through this contract.

Immediately upon expiration or termination of this Contract, CONTRACTOR must return all material and information to AGENCY, destroy the individual identifiers associated with the records or record information, and notify this agency to this effect in writing and take whatever other steps AGENCY requires of CONTRACTOR to protect AGENCY's material and information. Notwithstanding the foregoing, CONTRACTOR may retain one copy of the material and information (excluding data protected by legal statute) for purposes of complying with its internal archival and records retention policies, subject to CONTRACTOR's continued compliance with the confidentiality and non-use restrictions set forth in this Contract.

Prior to disclosure of any information received under this contract, CONTRACTOR must collect completed nondisclosure agreement on terms no less restrictive than those set forth herein for each agent, or subcontractor that will have access to material and information for this contract. CONTRACTOR must ensure that such nondisclosure agreements are available for inspection upon AGENCY's written request.

Insurance

The 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 the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR must provide insurance coverage, which must be maintained in full force and effect during the term of this contract, as follows:

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 \$1,000,000 per occurrence. And \$2,000,000 in the aggregate.

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

2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance must be required. The minimum limit for automobile liability is:
 - \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
3. The insurance required must be issued by an insurance company/ies licensed within the state of Washington as admitted or surplus lines carriers, and must name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies required by this section must be primary to any other valid and collectable insurance. CONTRACTOR must instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR must submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the Insurance section. CONTRACTOR must submit renewal certificates as appropriate during the term of the contract.

Indemnification

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the AGENCY, all officials, agents, and employees of the AGENCY, from and against all claims for personal injuries or death arising out of or resulting from CONTRACTOR's performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to reasonable attorney's fees for personal injury or death, as described above, and for claims arising from gross negligence to the extent caused by CONTRACTORS' performance.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the AGENCY for any third-party claim brought against the AGENCY to the extent arising out of or resulting from CONTRACTOR'S or any SUBCONTRACTOR'S grossly negligent act or omission, intentional fraud, or willful misconduct in the performance of the contract. The AGENCY agrees that it will promptly notify and tender the defense to CONTRACTOR of any indemnified claim, provided that the AGENCY's failure to provide prompt notice shall not relieve CONTRACTOR from liability herein except to the extent CONTRACTOR is prejudiced by such failure, and CONTRACTOR shall, at its sole expense, defend, and at its sole discretion, settle any such indemnifiable claim, provided that, CONTRACTOR shall obtain the AGENCY's consent in the event of any settlement,

which consent shall not be unreasonably withheld. The AGENCY may participate in the defense of any indemnified claim at its own expense.

This term takes precedence over the Indemnification section in the General Terms and Conditions.

Limitation of liability

CONTRACTOR will perform all services in accordance with applicable professional standards. In the event of any claims arising from services provided by CONTRACTOR at any time, the total liability of CONTRACTOR, its officers, directors, agents and employees to the AGENCIES collectively shall not exceed five million dollars (\$5,000,000) in the aggregate. This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract, or otherwise. In no event shall CONTRACTOR be liable for lost profits of the AGENCIES or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the gross negligence, intentional fraud or willful misconduct of CONTRACTOR.

Works for hire

CONTRACTOR shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates ("Tools") that have been previously developed by CONTRACTOR or such Tools developed during the course of the provision of the services provided such Tools do not contain and/or are not based upon or derived from any AGENCY Confidential Information or proprietary data. Rights and ownership by CONTRACTOR of its Tools shall not extend to or include all or any part of AGENCY's proprietary data or AGENCY Confidential Information. For materials that are delivered under the contract, but that incorporate any Tools not produced under the contract, in such Tools to translate, reproduce, use and prepare derivative works, for its internal business purposes and provided that such Tools cannot be modified or distributed outside AGENCY without the written permission of CONTRACTOR or except as otherwise permitted herein.

This section shall supersede the Copyright provisions term the General Terms and Conditions.

No third-party distribution

CONTRACTOR's work is prepared solely for the internal business use of the AGENCIES. To the extent that CONTRACTOR's work is not subject to disclosure under applicable public records laws, CONTRACTOR's work may not be provided to third parties without CONTRACTOR's prior written consent. CONTRACTOR does not intend to benefit or create a legal duty to any third-party recipient of its work product, and CONTRACTOR may include a legend on its reports so stating. The AGENCIES agree not to remove any such disclaimer language from CONTRACTOR's work. CONTRACTOR's consent to release its work product to any third party may be conditioned on the third party signing a release agreement, subject to the following exception(s): (a) the AGENCIES may provide a copy of CONTRACTOR's work, in its entirety, to the AGENCIES' advisors who agree, in writing, to (i) keep confidential all CONTRACTOR work, and (ii) not use CONTRACTOR's work for any purpose other than to benefit

the AGENCIES; (b) the AGENCIES may provide a copy of CONTRACTOR's work, in its entirety, to other governmental entities, or others as required by law.

Arbitration

If the parties are unable to resolve a dispute in accordance with Section 16 of the General Terms and Conditions, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other party, except that disclosure is permitted to a party's auditors and legal advisors.

Assurances

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

Order of precedence

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency must be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions
4. Exhibit B – Request for proposals S202401
5. Exhibit C – CONTRACTOR's proposal
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

Entire agreement

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, will be deemed a part hereof.

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.

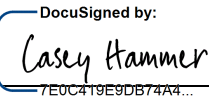
Approval

This contract is subject to the written approval of the AGENCY'S authorized representative and must not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of eleven (11) pages and three (3) attachments, is executed by the persons signing below, who warrant they have the authority to execute the contract.

Milliman, Inc

DocuSigned by:


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Signature

Casey Hammer

Name

Principal & Consulting Actuary

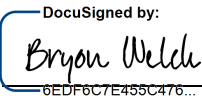
Title

11/20/2023 | 4:37 PM PST

Date

Office of Insurance Commissioner

DocuSigned by:


6EDF6C7E455C476...

Signature

Bryon welch

Name

Deputy Commissioner Policy and Legislative Affairs

Title

11/21/2023 | 8:29 AM PST

Date

General Terms and Conditions

Definitions

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

- A. "AGENCY" shall mean the Office of Insurance Commissioner of the State of Washington, any division, section, office, unit, or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Commissioner, and/or the delegate authorized in writing to act on the Commissioner's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

Access to data

The CONTRACTOR shall provide access to data generated under this contract to AGENCY at no additional cost.

Advance payments prohibited

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

Amendments

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Americans with Disabilities Act (ADA) OF 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

Assignment

Neither this contract, nor any claim arising under this contract, shall be transferred, or assigned by the CONTRACTOR without prior written consent of the AGENCY.

Attorneys' fees

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

Confidentiality/safeguarding of information

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

Conflict of interest

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall 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. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

Confidential information breach – required notification

CONTRACTOR must notify AGENCIES contract manager within five Business Days of discovery of any Breach or suspected Breach of Confidential Information.

CONTRACTOR will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to, sanctioning employees, and taking steps necessary to stop further unauthorized access. CONTRACTOR agrees to indemnify and hold AGENCIES harmless for any damages related to unauthorized use or disclosure of Confidential Information by 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 or disposition (Attachment 1, Section 6) of all Confidential Information.

CONTRACTOR's obligations regarding Breach notification survive the termination of this Contract and continue for as long as CONTRACTOR maintains the Confidential Information and for any breach or possible breach at any time.

Copyright provisions

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the AGENCY.

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

Covenant against contingent fees

The 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 securing business.

The AGENCY shall 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.

Disallowed costs

The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its SUBCONTRACTORS.

Disputes

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
 - Be in writing.

- State the disputed issue(s).
 - State the relative positions of the parties.
 - State the CONTRACTOR'S name, address, and contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
 3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary, by notifying the parties.
 4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

Duplicate payment

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

Governing law

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

Indemnification

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents, and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTOR'S agents, employees, representatives, or any SUBCONTRACTOR or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any SUBCONTRACTOR'S performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees, and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents, or employees.

Independent capacity of the contractor

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

Industrial insurance coverage

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

Licensing, accreditation, and registration

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.

Limitation of authority

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have 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 AGENT.

Noncompliance with nondiscrimination laws

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

Nondiscrimination

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations, and policies.

Privacy

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use,

disclosure, modification, or loss. CONTRACTOR shall ensure its directors, officers, employees, SUBCONTRACTORS, or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its SUBCONTRACTORS agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

Publicity

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned, or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

Records maintenance

The CONTRACTOR shall maintain books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement. Such inspection, review or audit shall be provided upon reasonable advance notice to CONTRACTOR and will take place during CONTRACTOR's regular business hours and AGENCY and CONTRACTOR shall mutually agree in advance upon the scope, timing and location of such access and Agency shall protect the confidentiality of all confidential and proprietary information of CONTRACTOR to which AGENCY has access.

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

Registration with department of revenue

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

Right of inspection

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, upon reasonable advance written notice at mutually agreed upon times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

Savings

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

Severability

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

Site security

While on AGENCY premises, CONTRACTOR, its agents, employees, or SUBCONTRACTORS shall conform in all respects with physical, fire or other security policies or regulations.

Subcontracting

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the AGENCY for any breach in the performance of the CONTRACTOR'S duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this agreement are carried forward to any subcontracts.

CONTRACTOR and its SUBCONTRACTORS agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

Suspension of services due to change in funding/Non-allocation of funds

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written email notice, beginning on the day after the notice is sent, suspend this contract, in whole or in part, if there is a change in funding or non-allocation of funds. If this contract is so suspended, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of suspension. The AGENCY reserves the right to, at any time, cancel the suspension of this contract by written email notice. Upon cancellation of any suspension, all terms and conditions within this contract remain in full force and effect.

Taxes

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

Termination for cause

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault, or negligence. The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

Termination for convenience

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

Termination procedures

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the AGENCY any tangible property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer. CONTRACTOR makes no express or implied warranty and shall have no liability of any form whatsoever with respect to any draft or unfinished work product that is clearly marked as, or otherwise clearly indicated to be a draft and delivered to the AGENCY pursuant to this Termination Procedures clause.

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY 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 the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice.
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. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause.
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any tangible property which, if the contract had been completed, would have been required to be furnished to the AGENCY.
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

Treatment of assets

- A. Title to all property furnished by the AGENCY shall remain in the AGENCY. Subject to the limitations contained herein, title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- B. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.

- C. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed, or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination, or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents, or SUBCONTRACTORS.

U.S. Department of Treasury, Office of Foreign Assets Control

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide vendor files. In the event of a positive match, the agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the CONTRACTOR in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

Waiver

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

State of Washington Office of Insurance Commissioner

Request for Proposals (RFP)
S202401

Project Title

Maternity Cost Sharing Study

Questions Due 11:59PM PST, August 21, 2023

Proposal Due 11:59PM PST, October 2, 2023

Emailed proposals will be accepted. Faxed proposals will not.

Estimated period of performance for contract

October 25, 2023 - May 1, 2025

The OIC reserves the right to extend the contract for up to two (2) additional one-year periods, at the sole discretion of the OIC.

Vendor eligibility

This procurement is open to those Vendors that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

Contents of the request for proposals

1. Introduction
2. General Information for Vendors
3. Proposal Contents
4. Evaluation and Award
5. Exhibits

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Introduction

1.1 Purpose and background

The Office of Insurance Commissioner (OIC) is initiating this Request for Proposals (RFP) to solicit responses from individuals or Vendors interested in participating on a project to review how Washington state health plans define, cover, and reimburse for maternity care services, including prenatal, delivery, and postpartum care and to provide recommendations to reduce or eliminate deductibles and other forms of cost-sharing for maternity care services. The Contractor will be responsible for determining the potential impacts on multiple types of health plans offered in Washington, with respect to actuarial values and premium rates if coverage for a specific set of benefits were included as directed by [Substitute Senate Bill 5581](#) and section 144(19) of [Engrossed Substitute Senate Bill 5187](#). The Contractor's duties include assistance with organizing research into maternity cost-sharing reductions or elimination options and supporting a public meetings process.

The Contractor will be responsible for assisting OIC with preparation of a report to the Legislature due July 1, 2024.

The OIC intends to award one contract to provide the services described in this RFP.

1.2 Objectives and scope of work

The Contractor selected as a result of this RFP will be responsible for the objectives and responsibilities detailed below.

1.2.1 The Contractor will assist OIC with data gathering and analysis of commercial health plans offering maternity care services in Washington state. This data gathering and analysis shall include:

- a. Obtaining necessary information regarding health plans offered by carriers with more than one percent accident and health market share, based upon OIC's most recent annual market information report, and health plans offered to public employees under chapter 41.05 RCW. OIC anticipates that the bulk of this information will be obtained through a data call to carriers. The Contractor will be responsible for development of the data call, in consultation with OIC. OIC will issue the data call. The Contractor will analyze the data submitted by carriers as well as other relevant data sources identified by the Contractor:
 - How health plan benefit designs define maternity care services. For purposes of this RFP, maternity care services include but are not limited to prenatal care, childbirth and delivery, postpartum care, and medically necessary supplies for home birth.
 - If and to what extent maternity care services are subject to deductibles and other cost-sharing requirements.

- Which maternity care services are considered preventive services under section 2713 of the federal public health services act (42 U.S.C. Sec. 300gg et seq.) and which services are exempt from cost-sharing on the effective date of this section under the implementation of federal regulations.
 - The five (5) most commonly used maternity care reimbursement methodologies used by each carrier.
 - When bundle payment reimbursement methodologies are used which, specific services are included in the bundled payment.
- b. Estimate the total and per member per month cost impact on health plan rates of eliminating cost-sharing for maternity care services in full, or for prenatal care only, for the following markets:
- Individual health plans other than cascade select plans
 - Cascade select health plans
 - Small group health plans
 - Large group health plans
 - Health plans offered to public employees under chapter 41.05 20 RCW
 - All health plans in the aggregate.

1.2.2 Provision of actuarial analysis and advice related to options to reduce or eliminate cost-sharing for maternity care services in commercial health plans and public employee health plans offered in Washington state. Actuarial analysis will include determination of the potential impacts on health plan design, actuarial values, and premium rates if cost-sharing were reduced or eliminated for the following services:

- a. Prenatal care services
- b. Delivery; and
- c. Postpartum care services

1.2.3 Analysis of similar maternity care cost-sharing reduction or elimination policies in other states. Contractor will provide an analysis of policies to reduce or eliminate maternity care cost-sharing in use or under consideration in other states.

For each policy included in the analysis under 1.2.3 the contractor will include:

- a. A description of the state's policy.
- b. Compilation and analysis of any research or other findings related to the implementation and outcomes of the policy.
- c. Based upon information gained through objective 1.2.2, analysis of potential impacts in Washington state on health care pricing, health services utilization, health care affordability and access to health care if such a strategy were adopted in Washington state. The analysis will include any economic modeling or actuarial analysis necessary to identify potential impacts.

1.2.4 Creation and submission of documentation supporting findings and recommendations for reduction or elimination of cost-sharing for maternity services. The Contractor will submit a draft report, assist OIC with creation of a final report for submission to the Legislature, and prepare materials for presentation of the study results to the OIC, other state agencies, legislative committees, and other interested parties.

1.3 Minimum qualifications

CONTRACTOR minimum qualifications include:

- Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Contractor.
- Demonstrate knowledge of, and prior experience in, the areas of work for which the proposal is being submitted. Vendor must have previously held thirty-six (36) months of responsibilities substantially the same as, or very similar to, the Scope of Work in Section 1.2 of this RFP.
- Contractor must be or employ health insurance actuaries who are members of the American Academy of Actuaries and Society of Actuaries and meet the qualification standard to complete the scope of work stated in this RFP.
 - Credentialed health insurance actuaries shall perform or be responsible for all actuarial services under the Contract. Actuarial work must be supervised by an individual who is a member of the American Academy of Actuaries.
- Project team leadership by an individual with at least five (5) years of commercial health insurance rate development or rate review and/or research experience in evaluating health plan cost factors and rating factors.
- Experience with individual and small group health insurance business under the Affordable Care Act, as well as expertise related to major medical plan benefit design and provider contracting, preferably in Washington state.
- Ability to convey complex actuarial and technical information, and significant outcomes to a lay audience. Ability to work on tight timelines while delivering a quality product for OIC.
- Agree to the Certifications and Assurances set forth in Exhibit A.
- Submit proposals as specified on Section 3, Proposal Contents, of this RFP.

1.4 Period of performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about October 25, 2023, and to end on May 1, 2025.

The OIC, at its sole discretion, may extend the contract two (2) times for a period of one (1) year each.

1.5 Contracting with current or former state employees

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Vendors should familiarize themselves with

the requirements prior to submitting a proposal that includes current or former state employees.

1.6 Definitions

Definitions for the purposes of this RFP include:

OIC – The Office of Insurance Commissioner is the OIC of the state of Washington that is issuing this RFP.

Apparent Successful Contractor – The individual or company selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Contractor – Individual or company whose proposal has been accepted by the OIC and is awarded a fully executed, written contract.

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

Vendor – Individual, company, or firm that submits a proposal in order to attain a contract with the OIC.

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

1.7 ADA

The OIC complies with the Americans with Disabilities Act (ADA). Vendors may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

General information for Vendors

2.1 RFP coordinator

All communications concerning this RFP must be directed to:

Miranda Matson-Jewett
Office of Insurance Commissioner
5000 Capitol Blvd
Tumwater, WA 98501
360/725.9604
Contracting@oic.wa.gov

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

2.2 Estimated schedule of procurement activities

Issue request for proposals	August 4, 2023
Question & answer period	August 4-21, 2023
Issue addendum to RFP	August 29, 2023
Preproposal conference	September 5, 2023, 10:00 am PST
Issue final addendum to RFP	September 11, 2023
Proposals due	October 2, 2023, 11:59 pm PST
Evaluate proposals	October 3-13, 2023
Announce 'Apparent Successful Contractor'	October 16, 2023
Hold debriefing conferences (if requested)	October 16-25, 2023
Begin contract negotiations	October 16, 2023

The OIC reserves the right to revise the above schedule.

2.3 Preproposal conference

A preproposal conference is scheduled to be held on September 5, 2023, at 10:00 am Pacific Standard/Daylight Time. The preproposal conference will be held virtually using Zoom. Attendance at the preproposal conference is not required.

For security purposes, Vendors must contact the RFP coordinator listed above via email for Zoom meeting credentials. To receive the credentials, the email must include the name of the Vendor, the Vendor's federal tax ID number, and a list of planned attendees. The following information must be provided for each planned attendee:

- Full name

- Email address

OIC will be bound only to OIC's written answers to questions. Questions arising at the preproposal conference or in subsequent communication with the RFP Coordinator will be documented and answered in written form. Documents will be posted on OIC's website and in WEBS.

2.4 Submission of proposals

The OIC will ONLY accept electronic submissions of the Proposal.

Note: If your attachment exceeds 30 MB, please contact the RFP coordinator for an alternate means of electronic submittal.

ELECTRONIC PROPOSALS:

The proposal must be received by the RFP Coordinator no later than 11:59 pm Pacific Time on October 2, 2023.

Proposals are to be submitted electronically and should be sent as attachments in an email to Miranda Matson-Jewett, the RFP Coordinator, at the email address listed in Section 2.1. Attachments to email should be in Microsoft Word, Excel, or PDF. Zipped files can be received by the OIC and can be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a signature of the individual within the organization authorized to bind the Vendor to the offer. The signature may be signed in ink and scanned, or it may be an Electronic Signature, defined as an electronic identifier, created by a computer, attached to, affixed to, or logically associated with an electronic record. The OIC does not assume responsibility for problems with Vendor's email. If the OIC's email is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Vendors should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless the OIC's email is found to be at fault. All proposals and any accompanying documentation become the property of the OIC and will not be returned.

2.5 Proprietary information/public disclosure

Proposals submitted in response to this competitive procurement shall become the property of the OIC. All proposals received shall remain confidential until the Apparent Successful Contractor, if any, resulting from this RFP is announced by the OIC; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Vendor desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW must be clearly designated. The

information must be clearly identified and the particular exemption from disclosure upon which the Vendor is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right-hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

In accordance with Department of Enterprise Services Supplier Diversity [Policy DES-090-06](#), all bid awards and resulting contracts will be available for public review.

If a public records request is made for the information that the Vendor has marked as "Proprietary Information," the OIC will notify the Vendor of the request and of the date that the records will be released to the requester unless the Vendor obtains a court order enjoining that disclosure. If the Vendor fails to obtain the court order enjoining disclosure, the OIC will release the requested information on the date specified. If a Vendor obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, the OIC shall maintain the confidentiality of the Vendor's information per the court order.

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

2.6 Revisions to the RFP

If it becomes necessary to revise any part of this RFP, addenda will be published in WEBS and on www.insurance.wa.gov. For this purpose, the published questions and answers and any other pertinent information will be provided as an addendum to the RFP and will be placed on the website and in WEBS.

If you downloaded this RFP from the OIC's website as listed above, you are responsible for checking the website to ensure you receive any amendments or questions and answers. Vendors are encouraged to download solicitations using [WEBS](#) to ensure notification of amendments.

The OIC reserves the right to cancel or to reissue the RFP, in whole or in part, before execution of a contract.

2.7 Minority, women-owned, and veteran-owned business participation

In accordance with chapter 39.19 RCW, the state of Washington encourages participation by Vendors certified by the Office of Minority and Women's Business Enterprises (OMWBE). In accordance with Executive Order 13-01, the state of Washington encourages participation by Vendors certified by the Department of Veterans Affairs (DVA) in all of its contracts. Participation must be on a direct basis in response to this solicitation. The OIC will not give preference in the evaluation of proposals or require a minimum level of participation as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement inclusion goals are:

- 13% Minority Owned Business certified by OMWBE
- 5% Veteran Owned Business certified by DVA
- 5% Washington Small Businesses self-identified in the Washington Electronic Business Solution

These goals are voluntary. For information on certification, Vendors may contact OMWBE at 360/753-9693 or <http://www.omwbe.wa.gov>, or DVA at 360/725-2200 <https://dva.wa.gov/>.

2.8 Acceptance period

Vendors must provide 60 days from the due date for receipt of proposals for the OIC to accept the proposal.

2.9 Responsiveness

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Vendor is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

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

2.10 Complaint Procedure

This purpose of this procedure is to provide an avenue to submit issues or concerns that are not resolved during the Q&A process. This procedure is available to Vendors who submitted a Question during the Question & Answer period. Complaints must be submitted no later than five business days before the bid response deadline.

Vendors submitting a complaint about this procurement must follow the procedures described below. Complaints that do not follow these procedures will not be considered.

All complaints must be in writing and signed by the protesting party or an authorized Agent. The complaint must clearly state the grounds for the complaint with specific facts and include a proposed remedy. All protests must be addressed to the RFP Coordinator.

Only complaints concerning the following subjects will be considered:

- The solicitation unnecessarily restricts competition;
- The solicitation evaluation or scoring process is unfair or flawed; or
- The solicitation requirements are inadequate or insufficient to prepare a response.

Complaints not based on the above subjects will not be considered and will be returned unanswered.

Upon receipt of a complaint, a review will be held by the OIC. The OIC procurement coordinator or a delegate will consider the record and all available facts and issue a decision within three business days of receipt of the complaint. If additional time is required, the complaining party will be notified of the delay. This process does not include an appeal process.

Responses to considered complaints will be in writing. Additionally, considered complaints, responses and remedies must be posted in WEBS.

Complaints may not be raised again during the protest period.

2.11 Most favorable terms

The OIC reserves the right to make an award without further discussion of the proposal submitted. Therefore, the first proposal should be submitted on the most favorable terms that the Vendor can propose. The OIC does reserve the right to contact a Vendor for clarification of its proposal.

The Vendor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Vendor's proposal. The proposal will become a part of the official procurement file on this matter without obligation to the OIC.

2.12 Contract and general terms & conditions

The Apparent Successful Contractor is expected to enter into a contract, which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. A Vendor may not submit its own standard contract terms and conditions in response to this solicitation. The Vendor may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The OIC will review requested exceptions and accept or reject them at its sole discretion.

2.13 Costs to propose

The OIC will not be liable for any costs incurred by the Vendor in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.14 No obligation to contract

This RFP does not obligate the state of Washington or the OIC to contract for services specified herein.

2.15 Rejection of proposals

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

2.16 Commitment of funds

The Chief Deputy of the OIC or their delegate are the only individuals who may legally commit the OIC to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.17 Electronic payment

The state of Washington prefers to use electronic payment in its transactions. The successful Contractor, if not already registered as a statewide Vendor, must register with the Office of Financial Management for a Statewide Vendor Number.

2.18 Insurance coverage

The Contractor must furnish the OIC with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor must, at Contractor's own expense, obtain and keep in force insurance coverage during the term of the contract. The Contractor must furnish evidence in the form of a Certificate of Insurance that insurance coverage is provided, and a copy must be forwarded to the OIC within fifteen (15) days of the contract effective date.

Liability Insurance

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

Employers Liability ("Stop Gap") Insurance

The Contractor must buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits of at least \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy must include the following provisions:

- **Additional Insured.** The OIC, its elected and appointed officials, agents and employees must be named as an additional insured on all general liability, excess and umbrella insurance policies. All insurance provided in compliance with this contract must be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
- **Cancellation.** The OIC must be provided written notice before cancellation or non-renewal of any insurance required by this RFP in accordance with these specifications. Insurers subject to 48.18 RCW: The insurer must give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state must be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state must be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state must be given 10 days advance notice of cancellation.
- **Identification.** The insurance policy must reference the state's contract number and the OIC name.
- **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the OIC or the risk manager for the state of Washington before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapters 48.15 RCW and 284-15 WAC.
- **Excess Coverage.** By requiring insurance, the state does not represent that coverage and limits will be adequate to protect contractor, and the insurance coverage and limits do not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

Workers' Compensation Coverage

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

Proposal contents

Proposal sections that exceed the page limits, when listed, will have the additional pages removed and only the allowed page limit listed will be provided to the scoring team for consideration.

ELECTRONIC PROPOSALS:

Proposals must be written in English, submitted electronically to the RFP Coordinator, and contain the items listed below:

- A. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP).
- B. Technical Proposal.
- C. Management Proposal.
- D. Experience / Related Information; and
- E. Cost Proposal.

Proposals should provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal but should assist the Vendor in preparing a thorough response. OIC reserves the right to reject incomplete proposals.

Items marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 Letter of submittal (Mandatory)

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

- A. Name, address, principal place of business, telephone number, and email address of legal entity or individual with whom contract would be written.
- B. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- C. Legal status of the Vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- D. Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Vendor does not have a UBI number, the Vendor must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Contractor.
- E. Location of the facility from which the Vendor would operate.
- F. Identify any state employees or former state employees employed or on the Vendor's governing board as of the date of the proposal. Include their position and responsibilities within the Vendor's organization. If following a review of this information,

it is determined by the OIC that a conflict of interest exists, the Vendor may be disqualified from further consideration for the award of a contract.

3.2 Business Certification Form (Mandatory)

Proposers must complete Exhibit C, Business Certification Form and submit as part of the proposal.

3.3 Technical proposal (Scored)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology – In no more than **two (2) pages**, Include a complete description of the Vendor's proposed approach and methodology for the project. This section should convey Vendor's understanding of the proposed project.
- B. Work Plan – In no more than **six (6) pages**, include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of this project as defined in Section 1.2, Objectives and Scope of Work. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Vendor's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of OIC staff. The Vendor may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

Specifically, address the following:

Data sources other than those listed in paragraph 1.2.3 that the Vendor has access to and would propose to use for this project, and any additional data the Vendor could need access to from the state to accomplish the complete the Objectives and Scope of Work. All components of analysis, actuarial or otherwise, necessary to develop recommendations for reducing or eliminating cost-sharing for maternity services.

- C. Project Schedule - Include a project schedule indicating when the elements of the work, as described in Section 1.2, will be completed. Project schedule must ensure that any deliverables requested are met.
- D. Outcomes and Performance Measurement – Describe the impacts/outcomes the Vendor proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured, and reported to the OIC.
- E. Risks – The Vendor must identify potential risks that are considered significant to the success of the project. Include how the Consultant would propose to effectively monitor and manage these risks, including reporting of risks to the OIC's contract manager.
- F. Deliverables – Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

3.4 Management proposal (Scored)

The Management Proposal must contain a comprehensive description of services including the following elements:

A. Project Management (Scored)

1. Project Team Structure/Internal Controls

- a. In no more than **two (2) pages**, provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your organization, indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the organization. This chart must also show lines of authority to the next senior level of management. Include who within the organization will have prime responsibility and final authority for the work. *The organizational chart does not count toward the page limit.*

2. Staff Qualifications/Experience

- a. In no more than **two (2) pages**, identify project manager and other staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project.
- b. Provide a resume' (no more than **two (2) pages**) for each named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information. The Vendor must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the OIC.

B. Experience of the Vendor (Scored) (no more than **three (3) pages**)

1. Indicate the experience, including months/years, the Vendor and any subcontractors has in the following areas:
 - a. Actuarial analysis of the potential impacts on commercial health plan design, actuarial values, and premium rates for differing maternity care cost-sharing policies.
 - b. State health care policy research and analysis and reporting results of such analyses to lay audiences.

C. Subcontracting (mandatory)

Identify whether any subcontractors are to be utilized by the Vendor. If subcontractors are to be utilized, the following must be provided:

1. Subcontractor assignment summary. In no more than **two (2) pages**, identify any subcontractor that may be utilized, and describe what work would be assigned to

the subcontractor. Specifically address whether the work could be completed by Vendor's internal staff if the subcontract was terminated for any reason.

2. Complete and submit Exhibit D: Diverse Business Inclusion Plan. Vendors who do not submit a Diverse Business Inclusion Plan will be precluded from utilizing subcontractors.
 - a. Exhibit D *is required* even if proposed subcontractors do not meet the definitions listed in the Exhibit.
 - b. Exhibit D *is not required* if Vendor does not intend to use subcontractors.
- D. Related Information (Mandatory)
1. If the Vendor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
 2. If a member of the Vendor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
 3. If the Vendor has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and such litigation determined that the Vendor was in default.
 4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Vendor's position on the matter. The OIC 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 the Vendor in the past five years, so indicate.
- E. References (Mandatory)
- List names, addresses, telephone numbers, and email addresses of three (3) business references for the Vendor and three (3) business references for the lead staff person for whom work has been accomplished and briefly describes the type of service provided. Do not include current OIC staff as references.

As a part of the reference list, the Vendor and the lead staff person must grant permission to the OIC to contact the references and others who may have pertinent information regarding the Vendor's and the lead staff person's qualifications and experience to perform the services required by this RFP. The OIC may evaluate references at the OIC's discretion.

3.5 Supplier Diversity (if applicable)

- A. Compliant with the Department of Enterprise Services Supplier Diversity [Policy DES-090-06](#), OIC is committed to engaging small, diverse, and veteran-owned businesses to the maximum extent possible.
- B. Certification
Vendor's that submit proof of certification with either the Washington State Office of Minority and Women's Business Enterprises, or the Washington Department of Veteran's Affairs will receive five (5) Supplier Diversity Certification points in their evaluation.

Vendor's that are *not* certified with either entity but propose and commit to using a subcontractor that is certified with either entity may will receive the five (5) Supplier Diversity Certification points in their evaluation. Proof of certification must be submitted with the proposal.

A full point scoring breakdown is below in section 4.2 Evaluation and weighting.

3.6 Cost Proposal (Scored)

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

- A. Identification of Costs (Scored)
Submit a fully detailed and fully loaded budget, accounting for staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. **The budget must be deliverable based, not hourly.**

Contractors are required to collect and pay Washington state sales and use taxes, as applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

- B. Computation
The score for the cost proposal will be computed by using the fully loaded cost. The lowest cost received will be divided by the Vendor's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

Evaluation and contract award

4.1 Evaluation procedure

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team to be designated by the OIC, which will determine the ranking of the proposals.

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

The RFP Coordinator may contact the Vendor for clarification of any portion of the Vendor's proposal.

4.2 Evaluation weighting and scoring

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

Technical Proposal - 50%	50 points
Management Proposal – 35%	35 points
Cost Proposal – 10%	10 points
Supplier Diversity Certification – 5%	5 points
TOTAL – 100%	100 points

4.3 Oral presentations may be required

Oral presentations, if considered necessary by OIC, may be utilized in selecting the winning proposal. The OIC, at its sole discretion, may elect to select the top-scoring Vendor(s) from the written evaluation for an oral presentation and contact the top-scoring Vendor(s) to schedule a date, time, and location for an oral presentation. Commitments made by the Vendor at the oral interview, if any, will be considered binding.

The oral presentation shall determine the apparently successful bidder.

4.4 Notification to Vendors

The OIC will notify the Apparent Successful Contractor of their selection via email upon completion of the evaluation process. Vendors whose proposals were not selected for further negotiation or award will be notified separately by email.

4.5 Debriefing of unsuccessful Vendors

Any Vendor who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Notification is emailed to the Vendor. Debriefing requests must be received by the RFP

Coordinator no later than 4:30 PM, local time, in Tumwater, Washington on the third business day following the transmittal of the Unsuccessful Notification. The debriefing must be held within three (3) business days of the request.

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

- Evaluation and scoring of the Vendor's proposal;
- Critique of the proposal based on the evaluation;
- Review of Vendor's final score in comparison with other final scores without identifying the other proposers.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6 Protest procedure

Protests may be made only by Vendors who submitted a response to this RFP and who have participated in a debriefing conference. Upon completing the debriefing conference, the Vendor is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, in Tumwater, Washington on the third business day following the debriefing. Protests may be submitted by e-mail, but must then be followed by the document with an original signature.

Vendors protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Vendors under this procurement.

All protests must be in writing, via email, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the RFP or OIC policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) OIC'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the OIC. The Chief Deputy Insurance Commissioner of OIC (Chief Deputy) or an employee delegated by the Chief Deputy who was

not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Vendor that also submitted a proposal, such Vendor will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the OIC's action; or
- Find only technical or harmless errors in the OIC's acquisition process and determine the OIC to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the OIC options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the OIC determines that the protest is without merit, the OIC will enter into a contract with the Apparent Successful Contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

RFP exhibits

Exhibit A	Certifications and Assurances
Exhibit B	Contract Format including General Terms and Conditions (GT&Cs)
Exhibit C	Business Certification Form
Exhibit D	Diverse Business Inclusion Plan

Exhibit A

Certifications and Assurances

Certification and Assurances

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the OIC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that the OIC will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the OIC, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Vendor or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the Vendor to induce any other person or vendor to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant the OIC the right to contact references and others, who may have pertinent information regarding the Vendor's prior experience and ability to perform the services contemplated in this procurement.

Signature of Vendor

Title

Date

Exhibit B**Contract with General Terms and Conditions**

Contract for Services
Between the
State of Washington
Office of Insurance Commissioner
And
[Contractor Name]

This Contract is made and entered into by and between the state of Washington, Office of Insurance Commissioner, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR."

[Contractor Name]
Street
City, State ZIP

Federal TIN:

Purpose

The purpose of this contract is to [describe, in detail, the purpose of this contract].

Scope of Work

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR must provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Option 1: Identify all tasks, work elements and objectives of the contract, and timetables by which major parts of the work are to be completed. The scope of work may be included within the text of the contract or attached as a separate exhibit as shown in Option 2 below.

Option 2: As included in the AGENCY'S Request for Proposals No. _____, attached as Exhibit B, and the CONTRACTOR'S proposal dated _____, attached as Exhibit C.

- C. The CONTRACTOR will produce the following written reports or other written documents (deliverables) by the dates indicated below.

All written reports and other deliverables required under this contract must be delivered to the AGENCY Contract Manager.

Period of performance

The period of performance under this contract will be from [date], or date of execution, whichever is later, through [date].

The AGENCY reserves the right to extend the contract for up to [number] additional [number] year periods, at the sole discretion of the AGENCY.

Compensation

Example - not valid for signature

AGENCY's request for proposals S202401

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract must not exceed [dollar amount] dollars. CONTRACTOR'S compensation for services rendered must be based on the following rates or in accordance with the following terms:

Expenses

CONTRACTOR will receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses must not exceed \$ [redacted], which amount is included in the contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. CONTRACTOR will receive compensation for travel expenses at current state travel reimbursement rates and in accordance with state travel rules.

Billing procedures and payment

AGENCY will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices, which must be submitted to the billing address below not more often than monthly.

Electronic invoices sent to contracting@oic.wa.gov are preferred.

Mailing address
Office of Insurance Commissioner
Attn: Contracting
PO Box 40255
Olympia, WA 98504-0255

With the exception of mileage, an itemized receipt must accompany any single expense greater than \$50.00 in order to receive reimbursement.

Payment is considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed invoices. Payment, or in the case of Electronic Funds Transfer, notice of payment will be sent to the address designated by the CONTRACTOR in association with the statewide payee information on file with DES. It is the responsibility of the CONTRACTOR to ensure their statewide payee information is accurate. If the CONTRACTOR does not have a payee number, the CONTRACTOR will be required to obtain one before payment will be made.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract will be made by the AGENCY.

NOTE: Optional Provision - the AGENCY shall withhold 10 percent from each payment until acceptance by the AGENCY of the final report (or completion of the project, etc.).

Contract management

The Contract Manager for each of the parties is the contact person for all communications and billings regarding the performance of this contract.

Example - not valid for signature

CONTRACTOR Contract Manager

[name]
[company name]
[street]
{City State ZIP
[phone]
[email]

AGENCY Contract Manager

[OIC Contract manager]
Office of Insurance Commissioner
PO Box 40255
Olympia, WA 98504-0255
[phone]
[Email]@oic.wa.gov

From time to time, CONTRACTOR or AGENCY contacts may change. Any change to the CONTRACTOR or AGENCY representative listed above shall be provided to the other party by email notification. The party in receipt of the change notice will confirm receipt of the notice by email notification to the party initiating the change.

Data classification, sharing and security

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 Public Information, Sensitive Information, Confidential Information, and/or Confidential Information Requiring Special Handling as defined below.

Public Information: information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Sensitive Information: information that may not be specifically protected from disclosure by law, but is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Confidential Information: information that is specifically protected from disclosure by law. Confidential Information includes: personal information about individuals, such as financial account information, regardless of how that information is obtained; information concerning employee personnel records; information regarding IT infrastructure and security of computer and telecommunications systems.

Confidential Information Requiring Special Handling: information that is specifically protected from disclosure by law and for which especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; or serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

Information received under this contract may be *(insert the appropriate categories of information here)*.

CONTRACTOR agrees to protect all material and information, other than Public Information, obtained under this contract as Confidential Information, unless notified by the AGENCY in writing to treat the material or information with lessened or heightened protections.

CONTRACTOR will not make use of material and information for any purpose other than the performance of this contract. CONTRACTOR will release information obtained under this contract, other than Public Information, only to authorized employees, agents, or subcontractors, requiring such information for the purposes of carrying out this contract, and only after such persons have signed the nondisclosure agreement provided to the CONTRACTOR by the AGENCY.

CONTRACTOR will not release, divulge, publish, transfer, sell, disclose, or otherwise make the material and information known to any other party, person or entity except as provided in this contract.

CONTRACTOR agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access, use, disclosure, modification or loss to material and information collected, used, or acquired in connection with this Contract. All Confidential Information, and information treated as Confidential Information, stored by the CONTRACTOR will be encrypted using industry standard algorithms or cryptographic modules validated by the National Institute of Standards and Technology (NIST).

Confidential Information transmitted by the CONTRACTOR to the AGENCY or to any employee, agent, or subcontractor under this agreement must be made using a method that ensures:

1. All manipulations or transmissions of data during the exchange are secure.
2. If intercepted during transmission the data cannot be deciphered.
3. When necessary, confirmation is received when the intended recipient receives the data.
4. Encryption methods use industry standard algorithms, or cryptographic modules validated by the National Institute of Standards and Technology (NIST).

CONTRACTOR's records are subject to inspection, review or audit in accordance with the Records maintenance section of Exhibit A, General Terms and Conditions. Any breach of this provision may result in termination of the Contract.

AGENCY reserves the right to monitor, audit, or investigate the use of material or information collected, used, or acquired by CONTRACTOR through this contract.

Immediately upon expiration or termination of this Contract, CONTRACTOR must return all material and information to AGENCY, destroy the individual identifiers associated with the records or record information, and notify this agency to this effect in writing and take whatever other steps AGENCY requires of CONTRACTOR to protect AGENCY's material and information.

Prior to disclosure of any information received under this contract, CONTRACTOR must collect completed Notice of Nondisclosure forms for each employee, agent, or subcontractor that will have access to material and information for this contract. CONTRACTOR shall ensure that Notice of Nondisclosure forms are available for inspection upon AGENCY request.

AGENCY Policy Acknowledgement

CONTRACTOR staff will adhere to applicable AGENCY policies, as identified by AGENCY, while on-site and/or while working with AGENCY staff. Applicable policies and an acknowledgement form will be provided for CONTRACTOR review and acknowledgment; completed forms must be provided to AGENCY prior to work commencing on this contract.

Insurance

The 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 the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR must provide insurance coverage, which must be maintained in full force and effect during the term of this contract, as follows:

Example - not valid for signature

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 \$1,000,000 per occurrence.

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

2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance must be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3. The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies must be primary to any other valid and collectable insurance. CONTRACTOR must instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR must submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the Insurance section.

CONTRACTOR must submit renewal certificates as appropriate during the term of the contract.

Assurances

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

Order of precedence

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency must be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations;
2. Special terms and conditions as contained in this basic contract instrument;
3. Exhibit A – General Terms and Conditions;
4. Exhibit B – Request for Proposals Number;
5. Exhibit C – Contractor's proposal dated; and
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated.

Entire agreement

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, will be deemed a part hereof.

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.

Example - not valid for signature

Approval

This contract is subject to the written approval of the AGENCY'S authorized representative and must not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of (xx) pages and (xx) attachments, is executed by the persons signing below, who warrant they have the authority to execute the contract.

[Contractor Name]

Office of Insurance Commissioner

Signature

Signature

Name (Please Print)

Name

Title

Deputy Commissioner
Title

Date

Date

Example - not valid for signature

General Terms and Conditions

Definitions

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

- A. "AGENCY" shall mean the Office of Insurance Commissioner of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Commissioner, and/or the delegate authorized in writing to act on the Commissioner's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

Access to data

The CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor 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.

Advance payments prohibited

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

Amendments

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Americans with Disabilities Act (ADA) OF 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

Assignment

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the AGENCY.

Attorneys' fees

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

Confidentiality/safeguarding of information

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

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Conflict of interest

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall 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. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

Copyright provisions

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

Covenant against contingent fees

The 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 securing business.

The AGENCY shall 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.

Example - not valid for signature

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Disallowed costs

The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its SUBCONTRACTORS.

Disputes

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the CONTRACTOR'S name, address, and contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

Duplicate payment

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

Governing law

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

Indemnification

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any SUBCONTRACTOR or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any SUBCONTRACTOR'S performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

Example - not valid for signature

Independent capacity of the contractor

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

Industrial insurance coverage

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

Licensing, accreditation and registration

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

Limitation of authority

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have 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 AGENT.

Noncompliance with nondiscrimination laws

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

Nondiscrimination

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

Privacy

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, SUBCONTRACTORS or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its SUBCONTRACTORS agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

Example - not valid for signature

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Publicity

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

Records maintenance

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

Registration with department of revenue

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

Right of inspection

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, 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.

Savings

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

Severability

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

Site security

While on AGENCY premises, CONTRACTOR, its agents, employees, or SUBCONTRACTORS shall conform in all respects with physical, fire or other security policies or regulations.

Subcontracting

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the AGENCY for any breach in the performance of the CONTRACTOR'S duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this contract.

Example - not valid for signature

AGENCY's request for proposals S202401

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its SUBCONTRACTORS agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

Suspension of services due to change in funding/Non-allocation of funds

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written email notice, beginning on the day after the notice is sent, suspend this contract, in whole or in part, if there is a change in funding or non-allocation of funds. If this contract is so suspended, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of suspension. The AGENCY reserves the right to, at any time, cancel the suspension of this contract by written email notice. Upon cancellation of any suspension, all terms and conditions within this contract remain in full force and effect.

Taxes

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

Termination for cause

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall 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.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

Termination for convenience

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

Termination procedures

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the State of Washington

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AGENCY 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 the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
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. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

Treatment of assets

- A. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- B. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.

Example - not valid for signature

EXHIBIT B

AGENCY's request for proposals S202401

- E. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

U.S. Department of Treasury, Office of Foreign Assets Control

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide vendor files. In the event of a positive match, the agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the CONTRACTOR in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

Waiver

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

Example - not valid for signature

Business certification form

Please complete this form, selecting the description that best fits your business.

Business Name: _____

Federal Tax ID: _____

The business named above best fits which of the following descriptions:

- ☐ **Microbusiness as defined in RCW 39.26.010**
Any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that (a) Is owned and operated independently from all other businesses; **and** (b) has a gross revenue of less than one million dollars annually as reported on its federal tax return or on its return filed with the department of revenue.
- ☐ **Minibusiness as defined in RCW 39.26.010**
Any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that (a) Is owned and operated independently from all other businesses; **and** (b) has a gross revenue of less than three million dollars, but one million dollars or more annually as reported on its federal tax return or on its return filed with the department of revenue.
- ☐ **Small business as defined in RCW 39.26.010**
An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either: (i) Fifty or fewer employees; **or** (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years;

OR

(b) Is certified with the [Office of Women and Minority Business Enterprises](#) under chapter 39.19 RCW.

- ☐ **Veteran-owned business**
An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that is certified with the [Washington State Department of Veteran Affairs](#).
- ☐ **None of the above**

This form must be signed and dated by a person authorized to legally bind the organization to these statements, such as the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

Name

Title

Signature

Date

Exhibit D

Diverse Business Inclusion Plan

OIC, in accordance with Washington law and to the maximum extent practicable, encourages and supports small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded Vendors. *See, e.g.,* [RCW 39.19](#) (OMWBE certified businesses); [RCW 43.60A.200](#) (WDVA certified veteran-owned businesses); and [RCW 39.26.005](#) (Washington small businesses).

Definitions

For purposes of this Competitive Solicitation, the following terms have the following meanings:

Minority-Owned Business: Limited to entities certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a minority-owned business (MBE). *See, RCW 39.19.120 and WAC 326-20.*

Woman-Owned Business: Limited to entities certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a woman-owned business (WBE). *See, RCW 39.19.120 and WAC 326-20.*

Veteran-Owned Business: Limited to entities certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. *See, RCW 43.60A.010(7) & RCW 43.60A.190.*

Washington Small Business: Limited to entities that meet the following three (3) requirements:

1. *Location.* The entity's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a entity's headquarters where business decisions are made and the location for the entity's books and records as well as the entity's senior management personnel.
2. *Size.* The entity must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on the entity's federal income tax return, or its return filed with the Washington State Department of Revenue (WDOR) over the previous three consecutive years.
3. *WEBS Certification.* Vendor must have certified its Washington Small Business status in Washington's Electronic Business Solution ([WEBS](#)).

See, RCW 39.26.010(22) & .010(13).

Information and Instructions

1. As part of the Diverse Business Inclusion Plan, Vendor must include an anticipated list of small/diverse subcontractors who may assist Vendor in fulfilling contractual obligations, if Vendor is awarded a Contract pursuant to this Competitive Solicitation. This list should identify any subcontractors who are small/diverse businesses as defined above.

- a. If awarded, the Vendor's Diverse Business Inclusion Plan will be incorporated into the terms and conditions of the resulting Contract.
2. Vendors must describe their efforts in engaging and reducing any barriers to participation by small/diverse businesses, including outreach, education/mentorship, and process changes designed to increase small/diverse business participation.
3. If the proposed subcontractors are self-identified diverse businesses, Vendor will encourage and support efforts for their certification with the appropriate Washington state agencies.
4. The small/diverse business goals set forth herein are voluntary. Vendors will not be considered non-responsive if the Diverse Business Inclusion Plan has a zero small/diverse business participation amount. OIC, however, encourages Vendors to be proactive in engaging small/diverse business participation. No minimum level of small/diverse business participation is required as a condition for receiving a Contract award.

Vendor's Diverse Business Inclusion Plan

1. Vendor's Anticipated Diverse Business Participation

List Vendor's anticipated small/diverse business category participation goals for subcontractor participation, if Vendor is awarded a Contract. Vendors may list any goal amount. These goals are aspirational goals for Vendor's use of small/diverse business subcontractors, if awarded a Contract pursuant to this Competitive Solicitation.

Diverse Business Participation Goals		
Small/Diverse Business category	OIC Goals	Anticipated Percent of Contract Amount
Minority-Owned Business	10%	
Woman-Owned Business	6%	
Veteran-Owned Business	5%	
Washington Small Business	5%	

2. Vendor's Diverse Business Subcontracting list

Provide the entity information of the relevant small/diverse business subcontractors that Vendor anticipates utilizing, if awarded a Contract pursuant to this Competitive Solicitation. Please identify the names of the entities as they are listed in Washington's Electronic Business Solution (WEBS) and provide the entity's applicable certification numbers (for Minority, Woman, and Veteran-Owned entities).

Subcontractor List	
State certification category	List of Entities
Minority-Owned Businesses	
Woman-Owned Businesses	
Veteran-Owned Businesses	
Washington Small Businesses	

3. Describe Vendor's Plan to Meet or Exceed Vendor's Voluntary Diverse Business Inclusion Plan – Subcontractors Goals, Including Outreach.
Response:

4. Identify Vendor's Primary Contact for Vendor's Diverse Business Inclusion Plan Goals.
Response:

Vendor commits to a make a genuine effort to achieve the proposed subcontract amounts with small/diverse business subcontractors as stated above. Vendor will develop a comprehensive outreach strategy that will engage small/diverse businesses registered with the State of Washington in WEBS.

Vendor's Authorized Representative

Dated Signed

RFP S202401

Maternity Cost Sharing Study Questions and Answers

Question: The minimum qualifications requirements include the following: *Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Contractor.* Can the State be a bit more specific regarding the process and underlying requirements for becoming licensed to do business in the State of Washington. For example, is there a requirement that vendors are located, all or in part, in the State of Washington?

Answer: Contractors must have a Unified Business Number from the Department of Revenue to provide services for OIC. You can find more information about applying for a business license on DOR's website here: <https://dor.wa.gov/open-business/business-licensing-and-renewals-faqs#UBI>

Question: The minimum qualifications include: *Demonstrate knowledge of, and prior experience in, the areas of work for which the proposal is being submitted. Vendor must have previously held thirty-six (36) months of responsibilities substantially the same as, or very similar to, the Scope of Work in Section 1.2 of this RFP.* Section 1.2 of the RFP is fairly broad. Could the State provide additional detail regarding the specific responsibilities/experience/knowledge that is critical? For example, is it required that a vendor have 36 months of experience working specifically on projects related to maternity care services? If yes, is it required that this experience be related specifically to Washington state? Is it required that a vendor have direct experience collecting data from health plans?

Answer: The minimum requirements regarding the specific responsibilities/experience/knowledge are in the RFP and refer back to having knowledge of and experience with responsibilities that are substantially the same, or very similar to the Scope of Work in Section 1.2 of the RFP. The RFP does not require experience specifically related to Washington state. The Contractor will be responsible for development of the data call, in consultation with OIC, that will define and solicit the information listed in paragraph 1.2.1.a. The OIC will issue the data call.

Question: The requirement noted in question 2 seems to suggest that there may be an incumbent vendor for this work? Can the State provide information regarding incumbent vendors for this work?

Answer: There is no incumbent vendor for this work.

Question: Are there are small/disadvantaged business participation or State of Washington residency requirements that apply to this solicitation?

Answer: Vendors are not required to have residency in Washington, but must have, or acquire, a license to do business in Washington. There are no small/disadvantaged business

participation requirements, *however*, please see section 3.5 Supplier Diversity for information regarding points awarded to proposers who meet business certification criteria.

Question: Section 1.1 Purpose and background. The last sentence of the first paragraph states that the Contractor's duties include supporting a public meetings process. Can you provide more information about what that would include, such as the type of support expected, the number of public meetings, and the location of the public meetings?

Answer: Support for public meetings includes having a contractor representative attend all public meetings held by OIC related to this study. The contractor would be called upon to review their detailed work plan for the project, provide updates on the status of the workplan, share preliminary findings and their final report. The contractor also will likely be involved in meetings with carriers related to preparation and execution of the data call. Public meetings will be held virtually over Zoom, the exact number of public meetings has not been determined, but OIC anticipates approximately three public meetings, two meetings with carriers related to the data call and potential presentation of study results to legislative committees. The final number of public meetings will be determined when the detailed work plan is developed with the contractor.

Question: Section 1.2.3 Analysis of maternity cost sharing in use or under consideration in other states. Can you clarify the OIC's expectation for how many other states would be included in the Contractor's analysis? Are there certain states that the OIC is specifically interested in studying?

Answer: OIC has not identified particular states that the OIC is specifically interested in studying. OIC would like analyses of maternity cost sharing in use or under consideration from as many states as possible, with a focus on those states that are demographically or otherwise comparable to Washington state and state that have undertaken innovative initiatives related to payment for maternity care services or patient cost-sharing for such services.

Question: Please provide your estimated budget limit or budget range for this project.

Answer: The current budget range for this project is largely based on vendor bids. OIC estimates a budget range of approximately \$150,000-\$250,000. The proposal should include the budget necessary to fully meet the scope of work described in the RFP.

Question: Please "Confirm that "all health plans in the aggregate" does not include Medicaid or self-funded plans and that the data collected is only for fully insured commercial plans"

Answer: That is correct. "All health plans in the aggregate" does not include Medicaid or self-funded plans and that the data collected is only for fully insured commercial plans.

Question: Can you clarify if the final presentation needs to be in person or is virtual ok?

Answer: The final presentation can be in person or virtual.

Question: Is there a current vendor for this project or related work? If so, can you provide name of organization and contract amount?

Answer: There is no current vendor for this project.

Question: Please confirm that self-funded plans will be excluded from the analysis.

Answer: While self-funded health plans are generally excluded from the analysis, it must include analysis of health plans offered to public employees under chapter 41.05 RCW. Those plans include a self-funded health plan option for public employees, which must be included in the analysis.

Question: Should costs associated with the newborn be considered in addition to the mother's when completing the data call?

Answer: Generally, services related to care of the newborn would not be considered maternity care services, but OIC would be interested in how bidders would make the distinction between care provided during childbirth and delivery and that provided to the newborn following delivery.

Question: Section 1.2.1 discusses the data to be used as part of the scope of work, including data gathered through a data call as well as "other relevant data sources." Is the vendor required to have access to their own database of relevant data for the project?

Answer: The vendor should decide whether to use their own database of relevant data, if available, for the project.

Question: What is the appropriated budget amount for this project?

Answer: The current budget range for this project is largely based on vendor bids. OIC estimates a budget range of approximately \$150,000-\$250,000. The proposal should include the budget necessary to fully meet the scope of work described in the RFP.

Question: The RFP indicates that the contractor's duties will include supporting a public meetings process. How many public meetings do you anticipate?

Answer: The current number expected for this project has not yet been determined but OIC anticipates approximately three public meetings, two meetings with carriers related to the data call and potential presentation of study results to legislative committees. The final number of public meetings will be determined when the detailed work plan is developed with the contractor.

Question: Will these meetings be held in person such that the contract will be required to come on site, or virtually? If on site will travel expenses be able to be billed, at cost, in addition to the repropoed project fees?

Answer: The meetings or presentations can be in person or virtual.

Question: Does OIC have a preferred method of collecting data from carriers, or does OIC defer to the Contractor to determine the most appropriate method?

Answer: The OIC defers to the Contractor to determine the most appropriate method. The Contractor will be responsible for development of the data call, in consultation with OIC. The OIC will issue the data call.

Question: Do you expect the Contractor to estimate the impact reducing or eliminating cost sharing for other combinations of maternity care services aside from maternity care services in full, and prenatal care only?

Answer: See the information in RFP 1.2: Objectives and Scope of Work. The RFP refers to actuarial analysis of and advice related to reducing or eliminating cost-sharing for maternity care services. Reducing cost sharing for maternity care services could relate to components of such care.

Question: Please confirm that the large group market cost impact would this include only fully insured large group plans.

Answer: While self-funded health plans are generally excluded from the analysis, it must include analysis of health plans offered to public employees under chapter 41.05 RCW. Those plans include a self-funded health plan option for public employees, which must be included in the analysis. The large group market cost impact would include fully insured large group plans and the self-funded group health plan offered to public employees in Washington state.

Question: How may reduced cost sharing scenarios does the State expect the actuarial analysis to include?

Answer: OIC does not have a fixed number of cost-sharing scenarios expected. The proposal should include the anticipated number of cost-sharing scenarios possible within the submitted budget. OIC encourages bidders to anticipate the inclusion of at least five cost-sharing scenarios to provide the state Legislature with a range of options to consider.

Question: In addition to preparing presentation materials on findings and recommendations for the OIC, will the Contractor be presenting these results to other related parties or will OIC? If the Contractor will present the results, will this be done in a single meeting or do you anticipate several separate meetings with the various entities listed?

Answer: The vendor will have detailed knowledge of their work process and findings and thus should be prepared to present their results to entities such as other state agencies and legislative officials, as well as other interested parties. Given that this study was directed by the state Legislature, the vendor should anticipate presentations to at least two legislative committees.

Question: The second to last bullet in this section indicates that bidders must agree to the Certifications and Assurances set forth in Exhibit A. Appendix A appears to allow for consideration of proposed contract exceptions submitted with the bidder's proposal. Will submission of proposed contract exceptions for the State's consideration impact scoring of a bidder's proposal?

Answer: Requested exemptions for contract terms will not be considered while scoring. Any requested exemptions will be assessed during contract negotiations if applicable.

Question: The RFP indicates that a report intended to be shared with the State legislature is due on or before July 1, 2024. However, section 1.4 indicates that the period of performance runs through May 1, 2025. What work does OIC anticipate the Contractor will be requested to perform between July 1, 2024 and May 1, 2025 outside of answering questions from the Legislature on the report that is submitted July 1, 2024?

Answer: Outside of answering questions from state legislators or other state agencies, the vendor should expect to present their results to legislative committees during the 2025 Washington state legislative session, which runs from January to April 2025.

Question: This section also indicates that OIC may, at its sole discretion, extend the contract for two additional one-year periods. Please confirm that the scope of services and associated fees are outside the scope and fees of this RFP and would be mutually agreed to by OIC and the Contractor in the future.

Answer: If the OIC decides to extend the contract beyond the agreed upon date, the scope of services and associated fees would be mutually agreed upon by the OIC and Contractor at a future date.

Question: The RFP indicates that Vendors may claim certain information as proprietary and exempt from public disclosure by clearly identifying the proprietary information and marking "Proprietary Information" on the lower right-hand corner of the page. If only a portion of the information on a given page is considered proprietary, how should Vendors identify which information on the page is considered proprietary? For example, should we submit a second version of our proposal with the proprietary information redacted, while still including "Proprietary Information" on the lower right-hand corner of the page of both the unredacted and redacted versions of the proposal?

Answer: Vendors may use a footnote or watermarks to indicate which specific paragraphs on the page contain proprietary information, please do not submit any redacted documents.

Question: Do the three business references need to be distinct from the three references for the lead staff person, or may the same reference be used for both a business reference and a lead staff person reference?

Answer: While the same references may be used for the lead staff person and for the business, OIC is of the opinion that the business references should reflect upon the performance of the bidder's entire team/operation. OIC's understanding is that the success of this project is dependent upon the performance of the team that supports or is directed by the lead staff person, not just the lead staff person.

Question: Is there a suggested template that should be used for the budget required to be submitted in the Cost Proposal? If not, can you provide clarification on how you would like bidders to segregate the work into tasks when presenting the proposed budget? For example, should a proposed budget be developed for each of sections 1.2.1, 1.2.2, 1.2.3, and 1.2.4 or should tasks be presented at a more detailed level and if so at what level?

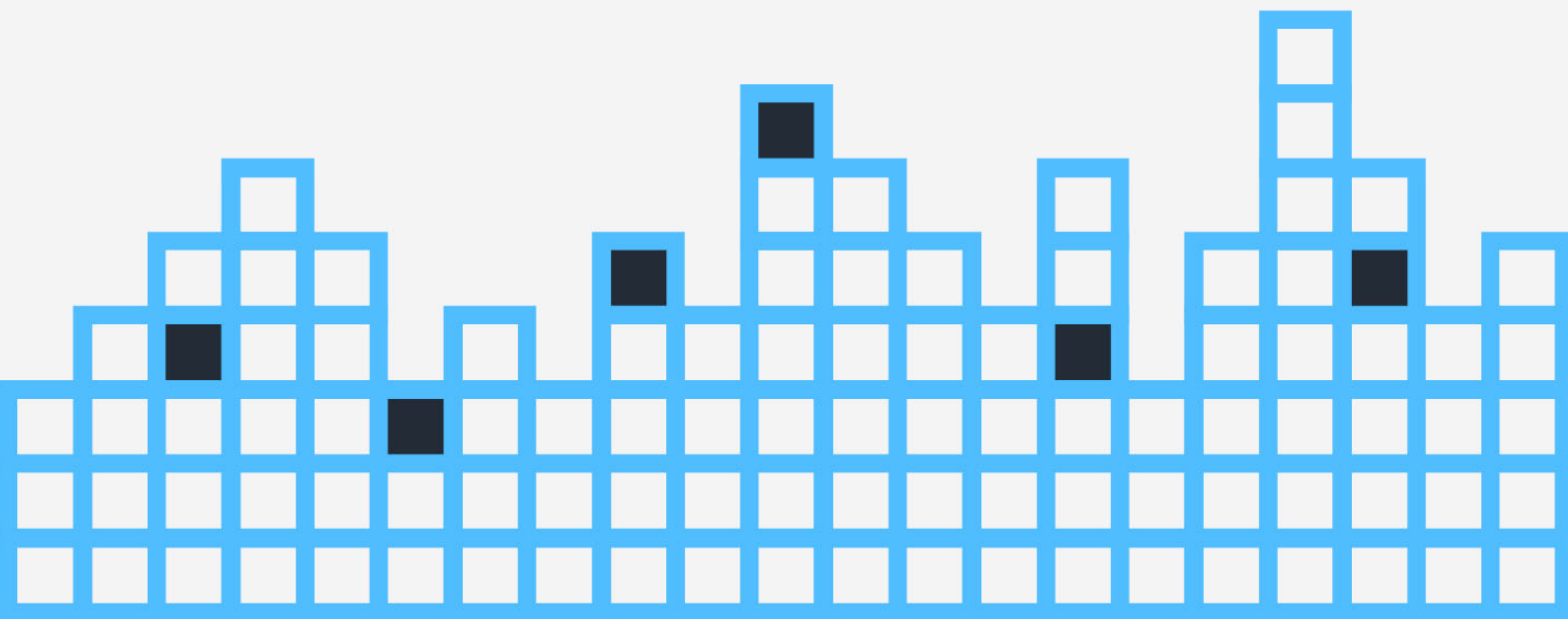
Answer: There is no suggested template, however, OIC would expect to see the costs broken down into deliverables related to the ones the Proposer identifies while responding to section 3.3.F Deliverables.

Question: Please indicate whether the Cost Proposal should be submitted as part of the same document as the technical components of the proposal and required forms, or in a separate document.

Answer: The cost proposal can be submitted in the same document, or separately, based on vendor preference.

Question: If selected to provide an oral presentation, will this be done virtually or is it expected to be done in person?

Answer: Oral presentations would occur virtually.



State of Washington Office of Insurance Commissioner Maternity Cost Sharing Study

RFP #S202401

October 2, 2023

Submitted by:

Milliman

Casey Hammer, FSA, MAAA, MS

2261 Market Street

Suite 5485

San Francisco, CA 94114

USA

Tel +1 415 394 3769



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TRANSMITTAL LETTER



October 2, 2023

Office of Insurance Commissioner Miranda Matson-Jewett
5000 Capitol Blvd
Tumwater, WA 98501
Contracting@oic.wa.gov

TRANSMITTAL LETTER RE: Milliman response to the state of Washington RFP #S202315

Ms. Matson-Jewett,

Milliman, Inc. (Milliman) is pleased to present the enclosed proposal for RFP S202401.

Since its founding in 1947, Milliman has pioneered strategies, tools, and solutions worldwide. As one of the largest consulting and actuarial corporation firms in the world, we are recognized leaders in the markets we serve. Milliman insight reaches across global boundaries, offering specialized consulting services in employee benefits, health care, life insurance and financial services, and property and casualty insurance. Within these, Milliman consultants serve a wide range of current and emerging markets.

Clients know they can depend on us as industry experts, trusted advisors, and creative problem solvers. With a highly credentialed and collaborative team, we are uniquely suited to help Washington improve access to behavioral health services for private health insurance enrollees.

This proposal is signed by Casey Hammer of Milliman. Casey Hammer is an authorized representative of the organization who will interact with the state of Washington on any matters pertaining to this RFP and the resulting contract. Ms. Hammer would serve as the Engagement Principal. Casey Hammer is empowered to bind Milliman to all statements and services outlined in the proposal and any contract awarded pursuant to it. She would have ultimate responsibility and accountability for this contract. Casey Hammer will be available to answer any questions regarding this proposal and may be contacted at the following address and phone number:

A. Name, address, principal place of business, telephone number, and email address of legal entity or individual with whom contract would be written name:

Casey Hammer, FSA, MAAA, MS
Milliman, Inc.
2261 Market Street, Suite 5485
San Francisco, CA 94114
Phone: +1 415 394 3769
E-mail: casey.hammer@milliman.com

B. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)

Ken Mungan Chairman	71 S Wacker Dr, Chicago, IL 60606 Phone: 1 312 499 5597
Dermot Corry President and CEO	1301 5th Ave, Seattle, WA 98101 Phone: 1 206 504 5736
Hitesh Sachan Chief Information Officer	1301 5th Ave, Seattle, WA 98101 Phone: 1 206 484 9852
Mary Clare Chief Legal Officer	1301 5th Ave, Seattle, WA 98101 Phone: 1 206 504 5736
Christal Morris Chief Sustainability and DEI Officer	3424 Peachtree Road NE, Suite 1900, Atlanta, GA 30326 Phone: 1 404 237 7060
Matt Curtis Chief Marketing Officer	1301 5th Ave, Seattle, WA 98101 Phone: 1 206 504 5667
Jim Fulton Chief Financial Officer	1301 5th Ave, Seattle, WA 98101 Phone: 1 206 504 5862
Victoria Gleeson Chief Human Resources	1301 5th Ave, Seattle, WA 98101 Phone: 1 206 613 8185

C. Legal status of the vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.

C Corporation, 1947-Present

D. Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the vendor does not have a UBI number, the vendor must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Contractor.

Milliman UBI number (Unified Business Identifier) is 578032197

E. Location of the facility from which the vendor would operate.

Milliman, Inc.
2261 Market Street, Suite 5485, San Francisco, CA 94114

F. Identify any state employees or former state employees employed or on the vendor's governing board as of the date of the proposal. Include their position and responsibilities within the vendor's organization. If following a review of this information, it is determined by the OIC that a conflict of interest exists, the vendor may be disqualified from further consideration for the award of a contract.

CONTRACTOR's Proposal

No Board members are current or former Washington State employees. The team selected for this project includes no current Washington State employees and no former Washington State employees within the Revised Code of Washington timeframe restrictions.

For clarity and the avoidance of doubt, the submission of this proposal in response to the RFP shall not bind Milliman by any contract terms or obligate Milliman to perform the services described in this proposal until a mutually acceptable written agreement is signed by the parties.

Again, we appreciate your acceptance of this proposal. Please contact me at (415) 394 3769 if you have any questions or need any additional information.

Best regards,



Signature

Principal and Consulting Actuary
Title

Casey L. Hammer
Printed Name

October 2, 2023
Date

CERTIFICATIONS AND ASSURANCES

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the OIC without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that the OIC will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the OIC, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Vendor or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the Vendor to induce any other person or vendor to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant the OIC the right to contact references and others, who may have pertinent information regarding the Vendor's prior experience and ability to perform the services contemplated in this procurement.



 Signature of Vendor

 Principal and Consulting Actuary

Title

 October 2, 2023

Date

Business certification form

Please complete this form, selecting the description that best fits your business.

Business Name: Milliman, Inc.

Federal Tax ID: 91-0675641

The business named above best fits which of the following descriptions:

- ☐ Microbusiness as defined in RCW 39.26.010
Any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that (a) Is owned and operated independently from all other businesses; **and** (b) has a gross revenue of less than one million dollars annually as reported on its federal tax return or on its return filed with the department of revenue.
- ☐ Minibusiness as defined in RCW 39.26.010
Any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that (a) Is owned and operated independently from all other businesses; **and** (b) has a gross revenue of less than three million dollars, but one million dollars or more annually as reported on its federal tax return or on its return filed with the department of revenue.
- ☐ Small business as defined in RCW 39.26.010
An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either: (i) Fifty or fewer employees; **or** (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years;

OR

(b) Is certified with the [Office of Women and Minority Business Enterprises](#) under chapter 39.19 RCW.

- ☐ Veteran-owned business
An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that is certified with the [Washington State Department of Veteran Affairs](#).
- ☒ None of the above

This form must be signed and dated by a person authorized to legally bind the organization to these statements, such as the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

Casey L. Hammer

Name

Casey L. Hammer
Signature

Principal and Consulting Actuary

Title

October 2, 2023
Date

3.3 Technical proposal

A. Project Approach/Methodology

Milliman's approach to client engagement is a highly collaborative partnership with a mix of actuarial and regulatory expertise that creates a holistic framework aligned to meet the scope of work requirements as outlined in the Request for Proposal (RFP). This project work falls into the following identified main tasks for **1) data gathering and analysis of Commercial health plans offering maternity care services in Washington state, 2) actuarial analysis and advice related to options to reduce or eliminate cost sharing for maternity services in commercial and publish employee health plans, and 3) analysis of similar maternity care cost-sharing reduction or elimination policies in other states.** We have designed two workstreams to accomplish this work, comprised of actuarial analysis and regulatory/statutory research.

TASK 1 Project Initiation, Information Request, and Project Management

We will initiate the work with a kick-off meeting to introduce the Office of Insurance Commissioner (OIC) team to the Milliman team members, to review the project plan, and to finalize the project timeline. We will establish the project management structures, including a regular schedule of status meetings and compilation of key contact information. During each team meeting, we will communicate status, coordinate upcoming actions, and discuss open questions pertaining to the project.

In this task, we will ask for existing data and documents needed to structure and complete our understanding of the work.

TASK 2 Data Gathering

We will identify all relevant procedure codes and diagnoses codes associated with maternity services. They will be organized into detailed type of service categories such as prenatal visits, ultrasound imaging, laboratory tests, genetic testing, facility fees, etc.

Once the service categories are defined, we will develop a data call for the OIC to pass along to carriers. The purpose of the data call is to understand at a high-level how maternity services are treated in benefit designs and how they are reimbursed, including which services may be included in bundled payment. The data call will also gather detailed cost sharing information by service category, plan type, line of business, the number of Washington residents with each type of cost sharing, and current premiums for those health plans.

Using the services identified, we will query Milliman's internal databases for the cost and utilization of each service, total prenatal services, total delivery services, total postnatal services, total maternity services, and total cost of medical care, including non-maternity services. The design of the queries will depend on the results of the data call as the information needed to analyze a copay plan is different from the information needed to analyze a health savings account (HSA) qualified health plan.

TASK 3 Actuarial Model Development

We will use the data gathered in Task 2 as well as rate filings to develop an actuarial model to be used as the basis of all calculations, allowing us to quickly and efficiently analyze multiple scenarios and corresponding exhibits. It will include:

- Population estimates by commercial line of business, including public employee plans

- A baseline scenario of premium, utilization, cost of maternity services, cost-sharing of maternity services, and total cost-sharing if there are not changes to maternity service cost sharing policy,
- A post-mandate scenario of premium, utilization, cost of maternity services, cost-sharing of maternity services, and total cost-sharing if there are changes to maternity service cost sharing policy, and
- Exhibits showing impacts to premium, utilization, and total cost-sharing in total and on a per member per month (PMPM) basis, in aggregate or by population.

TASK 4 Actuarial Analyses

Using the actuarial model developed in Task 3, we will calculate the total and PMPM impacts on premiums by eliminating cost sharing for maternity care services in full, prenatal only, delivery only, or postpartum only by plan type.

Using the information received from the data call in Task 2, we will discuss the implications of removing cost sharing for maternity services on health plan designs if cost sharing were reduced or eliminated for maternity care services in full, prenatal only, delivery only, or postpartum only.

Using the Centers for Medicare and Medicaid Services (CMS) actuarial value calculator, we will calculate the impact of the scenarios listed above by population and plan type.

The results from these actuarial analyses will be presented and discussed with the OIC during a regularly scheduled status meeting.

TASK 5 State Policy Analyses

Our regulatory expert will identify states that have implemented other maternity cost sharing policies and summarize key details regarding the implementation, outcomes and challenges of the policies. The analysis will include how Washington could implement a similar policy in their regulatory framework and an actuarial analysis of what the premium and cost sharing impacts would be if Washington were to adopt a similar policy. The results from the state policy analyses will be presented and discussed with the OIC during a regularly scheduled status meeting.

TASK 6 Preliminary Report Development

We will summarize the results from Tasks 2, 4, and 5 above, incorporating feedback received from the OIC during the regularly scheduled status meetings in a preliminary report for OIC review.

TASK 7 Final Report Development

Incorporating OIC feedback from the preliminary report, we will issue a final report. The target date for the final report is to be delivered is on or before July 1, 2024.

TASK 8 Presentation Development and Ongoing Support

As important as our analyses are to the goal of the OIC, it is equally if not more important to ensure that our key findings are effectively communicated to a diverse range of interested parties throughout the State. Our goal in presenting project materials is to provide clear, digestible information that is useful to the intended audience, meets informational needs, and anticipates questions.

We understand that OIC expects us to answer questions from state legislators and present results to legislative committees during the 2025 Washington state legislative session.

B. Work Plan

The work plan develops further details of the project approach as described in section A for each section of the project scope. We will assign sub-tasks with target dates once the project is started, and our approach is validated through discussions with OIC leadership. We also anticipate the work plan may be amended to incorporate additional tasks identified through our discussions with OIC. We will provide updates to the plan in the ongoing status meetings with OIC. If the scope of work changes, Milliman will keep OIC informed of the impact to the work plan, budget, and timing and will discuss with OIC leadership before proceeding.

TASK 1 Project Initiation, Information Request, and Project Management

1.1 Schedule kick off meeting

The project lead will clarify project deliverables, scope, and desired exhibits with the OIC designated contact before the project is initiated. For example, one item of clarification is what services are considered maternity care. Does it include dilation and curettage performed after a miscarriage? Does postpartum care include mental health services? We propose to conduct the kick-off meeting by video teleconference.

1.2 Project plan

Based on the discussion during the kick-off meeting, if needed, the project lead will provide a revised project plan and timeline for completing the analysis within 2 weeks of the contract execution date.

TASK 2 Data Collection

2.1 Maternity service identification

Using Milliman's Health Cost Guidelines, we will identify all relevant procedure codes and diagnosis codes associated with maternity services. Milliman's Health Cost Guidelines are described in detail in the section below. Services will be categorized into detailed categories such as prenatal visits, ultrasound imaging, laboratory tests, genetic testing, facility fees, obstetrical fees associated with delivery and care provided during the hospital stay, anesthesiology, postnatal visits, and any other categories that are uncovered under our comprehensive review of the billing codes.

2.2 Data Call (RFP Section 1.2.1.a)

The actuarial team will develop a data call for the OIC to issue to commercial carriers requesting general information to understand how maternity benefits are administered by each carrier and specific reimbursement information to be able to model the impact of eliminating cost sharing on various maternity services.

Administration Questions:

- We will use the service identification in task 2.1 to design survey questions to understand exactly how maternity services are defined and how cost sharing is applied. For example, are all services combined under a single copayment or deductible/coinsurance charge? Does each prenatal visit have a separate office visit copayment? This will likely vary by plan type. For example, an HMO may be copayments only while an HSA qualified plan may be all subject to deductible/coinsurance and a PPO may be a hybrid of the two approaches.
- What are the most commonly used maternity care reimbursement methodologies?

- What is the distribution of dollars paid under each of the reimbursement methodologies?
- When bundled payments are used, what specific services are included in the bundled payment?
- Understanding that under Washington state law newborns are covered under the parent's policy, we will also ask about the interaction between the parent and child policies to understand what child specific services will be included under the parent's policy as this will impact accumulation of benefits to the deductible.

Specific Cost-Sharing Questions:

- The number of enrollees by line of business (large group, small group, Cascade Select, individual – non-Cascade Select, public employees).
- The percentage of enrollees who have coverage for maternity services. While we expect most to have coverage for these services, enrollees with grandfathered individual coverage may not have maternity service coverage.
- For each plan type, a distribution of cost sharing for maternity services (copays, deductibles, coinsurances, etc) by service category (such as office visits, laboratory services, inpatient admission, etc).
- A distribution of cost sharing for total cost of care
- Other questions that may arise from discussions with OIC.

Using the total enrollees covered by each entity, we will be able to determine what percentage of the market is captured by our data call. We will determine the appropriate range of cost share assumptions depending on the market share captured by the data call.

The data call would be sent in the first 2-3 weeks of the contract to allow carriers to respond before the information is needed to complete the analysis on schedule. To the extent that carriers do not respond to the data call, we will rely on available public information to determine cost sharing for maternity services.

2.3 Database Queries

Concurrent with the data call, the actuarial team will begin drafting and running queries on the Milliman Consolidated Health Sources Guidelines Database (CHSD), described in detail below. The queries will include maternity service cost and utilization information using the procedure codes identified in task 2.1. The queries will be designed to be used to calculate a range of maternity service benefit design scenarios. For example, copayment plans will require average utilization and cost per service information by service category. Deductible plans will require claim probability distributions (the percentage of enrollees by annual claims) of maternity services and all other medical spend to account for how an elimination in cost sharing for some enrollees may not actually save money but shift deductible payments to other medical services.

TASK 3 Actuarial Model Development

3.1 Population projections

Annual population estimates will be based on information provided by the data call and rate filings. The populations will be trended forward and adjusted for other known legislative and social issues that may impact benefit coverage such as Medicaid redetermination. They will be trended forward to reflect the year of the proposed effective date.

3.2 Premium and Cost of Covered Benefit Projections

The premium and cost of covered benefits projections represent our estimates if cost sharing for maternity services are unchanged. The cost model will contain baseline estimates for the following metrics by individual, small group, and large group lines of business.

- **Cost of Covered Benefits.** The total cost of covered benefits per member per month (PMPM) will be based on information provided by the data call and available in public rate filings and trended using cost and utilization trends informed by historical data and the Health Cost Guidelines.
- **Premium.** Using the cost of covered benefits and medical loss ratios from rate filings and internal resources, we will estimate annual premiums.
- **Cost sharing.** Informed by the data call and actuarial values from rate filings, we will project total cost sharing.

Each of the measures above will be a 1-year estimate, beginning with the effective date of the legislation.

3.3 Baseline Maternity Service Coverage, Utilization, and Cost

The baseline values will represent our projection of key metrics if maternity service cost sharing elimination does not go into effect. These metrics are specific to the cost and utilization of maternity services. The actuarial model will contain baseline estimates for the following metrics by individual, small group, and large group lines of business.

- **Coverage.** Based on the results of the carrier survey described in Task 2.2, we will be able to determine the number of Washington residents who do and do not have coverage for maternity services at baseline.
- **Utilization of maternity services,** from database queries described in Task 2.3
- **Cost of maternity services,** from database queries described in Task 2.3
- **Cost-sharing,** from data call section 2.2. This value will be adjusted by line of business.

Using the process outlined above, in addition to maternity services, we will model the impact on related services. For example, adverse events may decrease if there is improved access to labor and delivery services from cost-sharing elimination.

Each of the measures above will be a 1-year estimate, beginning with the effective date of the legislation.

3.4 Post-mandate Maternity Service Coverage, Utilization, and Cost

Post-mandate values represent projections if cost sharing for labor and delivery services is eliminated. The baseline values will be adjusted for cost, cost-sharing, and utilization changes.

3.5 Financial Impact of Labor and Delivery Cost Sharing Elimination

The difference between the post-mandate values calculated in Task 3.4 and the baseline values calculated in Task 3.3 will yield the impact of labor and delivery service benefit mandate. The marginal impact can be applied to the total premium and cost values in Task 3.2 to determine the impact as a percentage of total premium, claims, and cost-sharing.

3.6 Exhibits

The model will also contain exhibit templates to be used for the analysis. Recognizing that how information is displayed is crucial to facilitating the understanding of the information, we will seek OIC

feedback early in the process to ensure we are displaying the information decisionmakers need at the appropriate level of detail in an easily digestible format.

Exhibits may include but are not limited to the following:

- A count of the Washington residents subject to the legislative analysis
- A count of Washington residents who use maternity services
- The per-unit cost of maternity services by prenatal care, delivery, and postpartum care at baseline and post-mandate
- Premium at baseline and post-mandate in total and on a per member per month (PMPM) basis, by employer and enrollee share of cost, if that level of detail is needed
- Cost sharing at baseline and post-mandate, in aggregate and on a PMPM basis

TASK 4 Actuarial Analyses

4.1 Rate Impact (RFP Section 1.2.1.b and 1.2.2)

Using the actuarial model developed in Task 3, we will calculate the total and per member per month cost impact on health plan rates by eliminating cost sharing for maternity care services in full, prenatal only, delivery only, postpartum only, for individual health plans other than Cascade Select plans, Cascade Select plans, small group, large group, public employees, and all health plans in aggregate.

4.2 Plan Design Impact (RFP Section 1.2.2)

Using the information received from the data call in Task 2.2, we will discuss the implications of removing cost sharing for maternity services on the health plan designs if cost sharing were reduced or eliminated for prenatal care services, delivery, and postpartum care.

4.3 Actuarial Value Impact (RFP Section 1.2.2)

Using the CMS issued actuarial value calculator, we will calculate the actuarial value (and metal tiers) resulting from eliminating cost sharing for maternity care services in full, prenatal only, delivery only, and postpartum only. Recognizing that these services may cause some plans to fall out of the de minimus range for metal tiers, we will suggest and model possible benefit design changes to offset the actuarial value impact.

Using the information received from the data call in Task 2.2, we will discuss the implications of removing cost sharing for maternity services on the health plan designs if cost sharing were reduced or eliminated for prenatal care services, delivery, and postpartum care.

4.4 Reporting Results of Actuarial Analyses

The results from these actuarial analyses will be presented and discussed with the OIC during a regularly scheduled status meeting. We will make changes to the scenarios as requested by the OIC and incorporate feedback into the preliminary report.

TASK 5 State Policy Analyses (1.2.3)

5.1 Regulatory Research and Analysis (RFP Section 1.2.3.a and 1.2.3.b)

We propose to utilize Milliman resources, which include a team of juris doctorates and paralegals with relevant insurance regulatory expertise, to analyze laws and regulations designed to reduce or eliminate maternity care cost sharing. Our research and analysis will include the following elements for each policy:

- Analyze the legal framework for maternity cost sharing reform in states with both similar and dissimilar structures to Washington, though we intend to first focus on key comparable states. This

step will include a discussion of each state's process for law-making and rulemaking with a particular focus on nuances related to health care reform, if any.

- Evaluate the state's experience implementing the reform. This step includes determining whether a state was able to accomplish its initiative through regulatory actions under the authority of existing laws or if legislative activity was necessary.
- Research and discuss any issues the state faced during the law-making or rule-making process. This step includes legislative history surrounding the policy and/or difficulties encountered during the development of the policy (e.g., dissenting opinions and revisions during comment periods)
- To the extent a state's program has faced legal challenges, they will be documented and reviewed to discuss the outcome and the potential for similar challenges in Washington.
- Examine any amendments or updates to the laws and regulations after the policy was first established. We will use this research to determine if such adjustments should be considered part of an initial policy and to identify potential pitfalls.

To perform the research, we will use a variety of sources including, but not limited to legal research software; state department of insurance websites; publications of trade organizations; our experience in working with other states; and our contacts within the state departments of insurance.

5.2 Actuarial Analysis of Implementing Other State Policies in Washington (RFP Section 1.2.3.c)

Using the actuarial model developed in Task 3, we will analyze the potential impact of implementing other state policies in Washington including impacts on pricing, utilization, affordability and access to health care if the strategy were adopted in Washington.

5.3 Reporting Results of State Policy Analyses

The results from these state policy analyses will be presented and discussed with the OIC during a regularly scheduled status meeting. We will make changes to the scenarios as requested by the OIC and incorporate feedback into the preliminary report.

TASK 6 Preliminary Report Development

We will summarize the results from Tasks 2, 4, and 5 above, incorporating feedback received from the OIC during the regularly scheduled status meetings in a preliminary report for OIC review.

TASK 7 Final Report Development

Incorporating OIC feedback from the preliminary report, we will issue a final report. The target date for the final report to be delivered is on or before July 1, 2024.

TASK 8 Presentation Development and Ongoing Support

As important as our analyses are to the goal of the OIC, it is equally if not more important to ensure that our key findings are effectively communicated to a diverse range of interested parties throughout the State. Our goal in presenting project materials is to provide clear, digestible information that is useful to the intended audience, meets informational needs, and anticipates questions.

We understand that OIC expects us to answer questions from state legislators and present results to legislative committees during the 2025 Washington state legislative session.

Data Used for the Analysis

Consolidated Health Cost Guidelines Sources Database (CHSD)

Milliman maintains benchmarking and analytic databases that include healthcare claims data for nearly 60 million commercial lives. We routinely use claims to evaluate program impacts on cost and other outcomes. We also process this claims data to create tools that are used by Milliman consultants and by many insurance carriers. Milliman's ability to analyze data and estimate costs using methods consistent with those used by carriers is helpful because it provides a "real world" perspective.

Health Cost Guidelines

The Milliman Health Cost Guidelines (HCGs) are a healthcare pricing tool used by actuaries in many of the major health plans in the United States. They provide a flexible but consistent basis for estimating healthcare costs for a wide variety of commercial health insurance plans.

The highlights of the Commercial HCGs include:

- Specific major medical, managed care, and prescription drug rating sections and guidance with step-by-step rating instructions.
- Other helpful analysis resources, such as inpatient length of stay distribution tables, MS-DRG models, and supplementary sections addressing EHBs and mandated benefits, experience rating, and individual and small group rating considerations.
- Presentation of loosely and well-managed nationwide utilization and cost information by Milliman benefit-aligned service categories used throughout the Rating Structures – inpatient hospital services for both loosely and well-managed are also supported by DRG level utilization and cost benchmarks.
- Annual updates address emerging regulatory considerations such as healthcare reform and mental health parity requirements.
- Annually updated benefit descriptions used in the Health Cost Guidelines service categories.
- Annually updated medical trend assumptions and considerations.
- Presentation of two sets of nationwide area factors to facilitate development of area-specific claim costs, including separate utilization and charge level factors by type of benefit, state and Metropolitan Statistical Area for first-dollar coverage, and composite factors by deductible amount.
- Claim Probability Distributions (CPDs) by type of coverage that contain distributions of claim severity patterns for unique combinations of benefits and member types (adult, child, composite member).
- The Prescription Drug Rating Model (RXRM), an automated rating tool that provides a detailed analysis of prescription drug costs and benefits.

EXHIBIT C
CONTRACTOR's Proposal

C. Project Schedule

This draft project schedule is aligned with meeting the OIC project dates as indicated in the RFP. We would confirm with OIC upon project launch and make adjustments as needed to meet OIC-required milestones and needs to arrive at a final mutually agreed upon project schedule. The primary tasks and their proposed timing are shown in the following table. Please note that the grayed-out sections indicate the time when those tasks are being completed.

We understand that the project start date is dependent on the timing of the contract agreement, but the following plan uses the projected contract start date cited as October 25, 2023, so the first month shown is November 2023.

Task	2023		2024												2025				
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Task 1. Project Initiation, Information Request, and Project Management																			
Task 2. Data Collection																			
Task 3. Actuarial Model Development																			
Task 4. Actuarial Analyses																			
Task 5. State Policy Analyses																			
Task 6. Preliminary Report Development																			
Task 7. Final Report																			
Task 8. Presentations and Ongoing Support																			

D. Outcome and Performance measurement

Milliman has built an international reputation for work of the highest standards. The firm is founded on our client-focused approach dedicated to responsiveness, striving to exceed expectations, project support which starts by understanding client needs, continual collaboration during the project, and post-delivery reporting and debriefing for successful project transition.

Key outcome measures are managing the project work toward expected deliverables within budgeted resources. Our team structure provides appropriate oversight and quality review by seasoned professionals who are subject matter experts in the health care industry and project management to meet deliverable outcomes and deadlines across all project components.

Based on our current understanding of the work and the OIC objectives, Milliman proposes to provide a comprehensive review of maternity services in the state of Washington, including how maternity services are defined and reimbursed by commercial insurers. We will also provide an analysis highlighting the financial, actuarial value, and benefit design impacts from eliminating cost sharing for maternity services in total, prenatal services only, delivery services only, and postnatal services only. In addition to the scenarios identified above, we will identify states with similar policies and measure the impact to Washington plans if the same policy is adopted in Washington. Our analyses will be discussed on regular status calls and presented in a preliminary report, final report, and ongoing meetings with OIC.

A successful report will contain all of the information policymakers need to make an informed decision regarding the cost sharing elimination of maternity services. Additionally, the analysis should be well-received by other stakeholders, such as health plans, who agree the report is complete and unbiased in the impacts of cost sharing elimination on maternity services.

E. Risks

POTENTIAL RISK	MILLIMAN'S PROACTIVE SOLUTION
Delays that could impact timeliness	<ul style="list-style-type: none"> ▪ Securing additional research or analytic staff for the project ▪ Adjusting other phases of the project or performing tasks in tandem to accommodate the overall project deadline when a particular task runs long
Gaps in expertise where the project team may need additional subject matter knowledge on a specific topic	<ul style="list-style-type: none"> ▪ Milliman has access to a broad range of professionals with varying specialized areas of expertise and educational backgrounds. We will efficiently bring in effective, short-term consultation with relevant subject matter experts within our firm to advise on nuances in the material or answer questions as needed
Issues with the technical process of our work	<ul style="list-style-type: none"> ▪ Securing additional research tools where needed ▪ Involving the project leader or another senior consultant to coach the team about different analytic methods that may better produce appropriate material content or depth of review
Any risks that require consultation with OIC to provide guidance or ensure alignment with OIC and other stakeholder preferences	<ul style="list-style-type: none"> ▪ In a timely manner, set up a meeting with appropriate stakeholders to discuss issues and ensure mutual understanding, identify next steps, and set up a timeline for resolving the issue. ▪ As appropriate, communicate the issue to affected parties ▪ Follow up with stakeholders to ensure that the issue is resolved
Insufficient responsiveness by WA payers across lines of business	<ul style="list-style-type: none"> ▪ Regular communication with payers facilitated by OIC ▪ Streamlining requests to maximize information while minimizing effort

F. Deliverables

The production of professional deliverables and actionable tools is core to Milliman's business. Our work products support health care access and delivery for millions of people and are routinely reviewed by government agencies, consumer organizations, health care providers, health plan executives, and other industry experts. Given the wide distribution and scrutiny of our work products, we maintain rigorous quality protocols to ensure accuracy and relevancy. All deliverables outlined in this plan will be put through a robust quality review process. Written reports support deliverables with a level of clarity that frequently allows clients to replicate our processes and utilize the tools after the project ends.

Project Management
<p>Status meetings – Schedule, facilitate, and document regular status meetings of the team to monitor the progress of the project, identify issues/concerns/barriers, plan for upcoming phases of work, and keep key participants apprised of progress. Status meetings will be documented with meeting notes to capture progress, issues, and accomplishments. These meetings are central to Milliman's project management process and fundamental to maintaining accountability and clear communication throughout the project.</p>
<p>Project documentation (Task 1) – Document progress using the project work plan, risk identification/mitigation tracking, and status against milestones using project management tools. This documentation creates additional accountability and record of progress.</p>
Data Gathering and Analysis
<p>Data Call (Task 2) – The data call will be developed in collaboration with the OIC project team and will be issued to carriers by OIC. The data call will include at a minimum the following elements:</p> <ul style="list-style-type: none"> ▪ The carrier's definition of prenatal care, childbirth, delivery, postpartum care, and medically necessary supplies for home birth. This includes how carriers determine cost sharing for these maternity services, such as when services are considered part of the same visit or copayment. ▪ A list of the carriers most commonly used maternity care reimbursement methodologies and the distribution of dollars under these methodologies. ▪ Details regarding included services for any bundled payment arrangements. ▪ How newborn care is covered as part of the parent's policy with regard to adjudicating cost sharing (e.g. included as part of the parent's copayment and/or deductible, or separate). ▪ Enrollee counts by line of business (large group commercial, small group commercial, Cascade select, individual non-Cascade select, public employees). ▪ Percentage of enrollees with coverage for labor and delivery services. ▪ A distribution of cost sharing for maternity services by service category (e.g. office visits, laboratory, inpatient admissions), and for the total cost of care. ▪ A timeline and mechanism for receiving responses from the carriers.
<p>Actuarial Analysis of Eliminating Cost Sharing on Maternity Services (Task 4) – The actuarial analysis will include estimated impacts to plan premiums, benefit designs, and actuarial values resulting from the revised maternity policy scenarios modeled in Task 3. The analysis will outline the implications that removing maternity cost sharing may have on plan premiums, benefits, and actuarial values. The analysis will include results for the same scenarios modeled in Task 3 and by lines of business individual, small group, large group, Cascade select, and public employee. This deliverable will include discussions with OIC and exhibits summarizing the impact that these maternity policy scenarios may have on the plans.</p>
Analysis of Other States
<p>Summary of Other States' Maternity Care Cost Sharing Reduction Policies (Task 5) – We will summarize which states currently enforce cost sharing limits or eliminated cost sharing for maternity care services and the</p>

details regarding such policies. The summary will include at least the following, to the extent that such information is obtainable:

- A list of states that enforce cost sharing reduction or elimination of maternity care services, including detail separated by prenatal care services, childbirth and delivery, postpartum care, and at home birth supplies.
- The cost sharing reduction or elimination requirements required by other states.
- The effective date(s) of such cost sharing reductions or eliminations.
- Any relevant restrictions, exceptions, or limits included in other states' policies.
- Research and outcomes studies focused on the impact of the implementation of these benefit reductions and eliminations of the other states' experience.
- Additional information regarding comparable state policies, including items such as the similarity of other states to Washington in terms of population, access to health care, and other mandated benefits, whether any states have encountered legal pushback on their maternity care policies, and the legal framework by which the mandate was able to be enacted.
- We will apply the maternity care cost sharing reduction policies identified in other states to Washington state maternity care experience to estimate the impact to carriers in Washington state.

We will present and discuss this analysis with OIC and then collaborate on a set of cost sharing reduction or elimination policies to model in Washington state as part of the report. This may include one or more of the policies identified from other states and may include a new policy independent from those seen in other states.

Report

Preliminary Report (Task 6) –The preliminary report, written in collaboration with the OIC project team, will include an actuarial analysis of the application of one or more cost sharing reduction or elimination policies on Washington state experience. We anticipate components of the report to include the following:

- A description of the purpose of the engagement, identifying any problems or questions to be addressed in the final report.
- Estimates of potential impacts on health plan design, actuarial values, and premium rates from eliminating cost sharing on prenatal services only, labor and delivery services only, postnatal services only, and all maternity services.
- Estimates developed separately for Washington state commercial health plans and public employee health plans.
- A discussion regarding the data and assumptions used in the development of the analysis. The data will include, but is not limited to, responses received from providers from the data call, and Milliman research databases.
- A discussion of the methodology of developing the impact estimates and any additional research to support the analysis.

Final Report (Task 7) – The final report, written in collaboration with the OIC project team, will share the results of our actuarial analysis of the maternity care cost sharing reduction or elimination policy (or policies) discussed with OIC for the inclusion in the report. We anticipate components of the report will be similar to those in the preliminary report but will have been reviewed by OIC and deemed appropriate for the Legislature, legislative committees, other state agencies, and other interested parties. The final report will include full documentation of the analysis, recommendations for policies, and summarized impacts of the actuarial analysis.

Presentations

Presentations (Tasks 8) – Develop presentations in collaboration with OIC to communicate results of the analysis to the Legislature, legislative committees, other state agencies, and other interested parties. The presentation materials will include recommendation(s) of policy changes and associated impacts to carriers benefit designs, actuarial values, and premiums, as well as documentation regarding the development of the data, assumptions, and methodologies used in the analysis. These presentations are crucial to keeping key participants

informed of project progress. Presentations will contain useful information regarding processes, findings, and observations that OIC can continue to use after the project ends.

3.4 Management Proposal

A. Project Management

1. PROJECT TEAM STRUCTURE/INTERNAL CONTROLS

Team Structure:

Our designated project oversight role provides project team accountability, ensures quality, and provides ongoing monitoring of the project status and deliverables. This role has primary responsibility for the project and has final authority for the work. The team leader drives the work and serves as the key point of contact for the project team and OIC.

We select consultants with the necessary competencies for completion of each project. The expertise of the professionals who will be involved in this work encompasses all relevant aspects of the project. The selected team consists of actuaries, regulatory compliance experts, and health care management consultants. This team possesses an essential mix of skills and knowledge for the successful completion of the required tasks. Our health care actuarial team has extensive experience in evaluating the financial impact of proposed health care reforms. Our compliance expert is seasoned in performing analyses of state and federal insurance statutory and regulatory updates.

Our team has extensive project management experience in successfully managing projects to meet project objectives and deliverables that are high quality and delivered on time. We believe that all these specialists have a unique perspective to contribute to analyzing health care affordability in the State of Washington. If additional expertise is needed as the project unfolds, Milliman has a breadth and depth of expertise within health care consulting and can draw from these highly specialized resources and staff as needed. The team and corporate organizational charts are on the following pages.

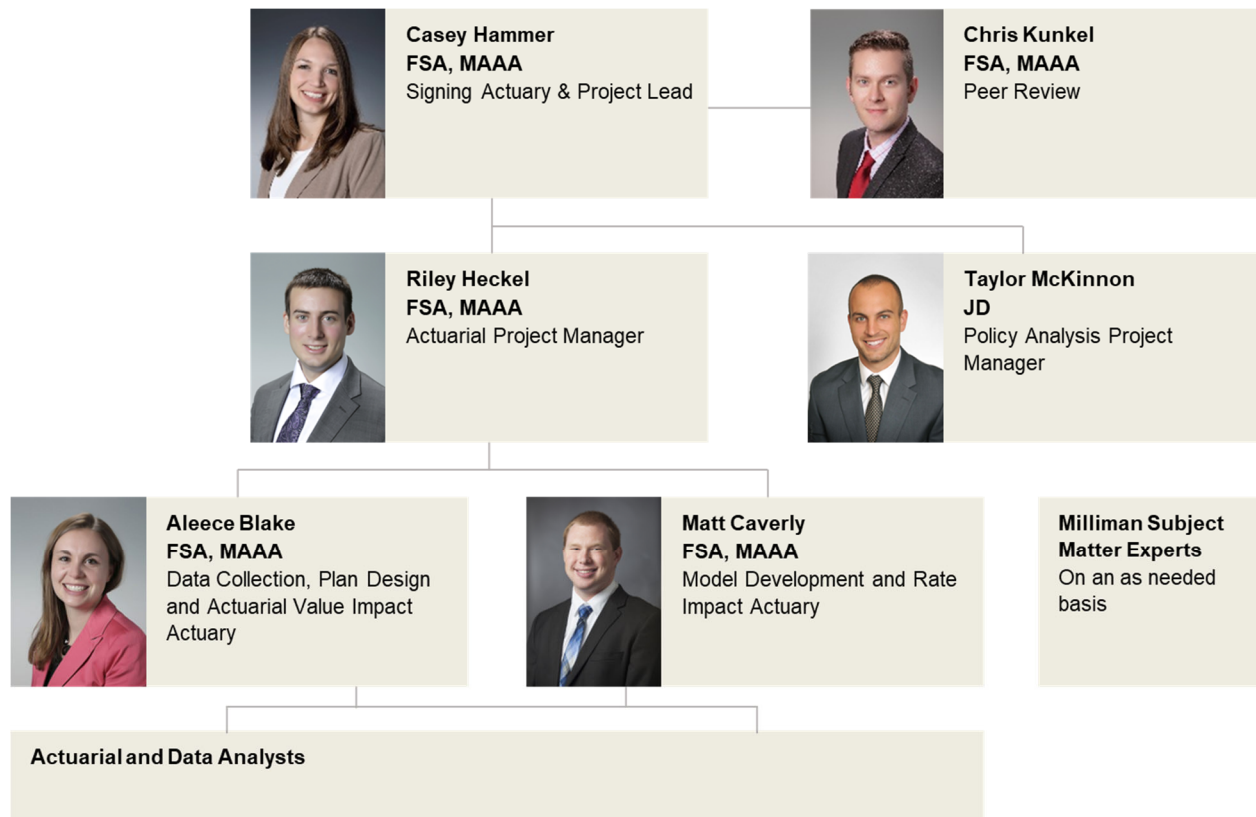
Internal Controls:

Milliman employs a strong ethic of peer review in all consulting engagements. This process requires a secondary review of the work performed and deliverables. The peer reviewer is selected as someone familiar with the project, but who has not performed significant work on the specific project. This allows for impartial review and the opportunity for additional insights.

For publicly accessible or otherwise high-visibility projects, Milliman also performs firm-wide exposure of reports and papers. This process assures that any consultant with expertise in a particular area has an opportunity to review and comment on the work before it is provided to the client.

The review is structured to identify any outstanding issues that were not addressed, to ensure that the information is presented in a logical and complete manner, and to ensure that the overall quality of the work meets Milliman's high standards. This process adds an additional level of security for our clients.

Organization Chart:



Milliman's corporate organizational structure

Board of directors

Ken Mungan Chairman	Dermot Corry President and CEO	Bret Linton Global Practice Director Employee Benefits	Tom Snook Global Practice Director Health	Stephen Conwill Global Practice Director Life	Rich Lord Global Practice Director Property and Casualty
Amy Angell Principal	Pedro Alcocer Principal	Angela Bolduc Principal	Steven Schreiber Principal	Robert Schmidt Principal	

Chief officers

Mary Clare Chief Legal Officer	Matt Curtis Chief Marketing Officer	Jim Fulton Chief Financial Officer	Victoria Gleeson Chief Human Resources Officer	Jeffrey Jones Chief Information Security Officer	Dr. Christal Morris Chief Sustainability and DEI Officer
Hitesh Sachan Chief Information Officer					

Health steering committee

Tom Snook Global Practice Director Health	Mike Bishop Principal	Joanne Buckle Principal	Dermot Corry Principal	Lynn Dong Principal	Kate Fitch Principal
Jon Hendrickson Principal	Kim Hiemenz Principal	Ken Mungan Principal	Andrew Naugle Principal	Jeremy Palmer Principal	Susan Pantely Principal
Robert Schmidt Principal	Andrea Sheldon Principal	Mike Weiland Principal			

Local health practices

Principals Each local practice is owned and managed by the principals working there

2. STAFF QUALIFICATIONS/EXPERIENCE

a. In no more than two (2) pages, identify project manager and other staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project.

The staff, project roles, qualifications and estimated number of hours each will work on the project are listed below. Please note that the hours listed below are estimates and we reserve the right to move hours between roles to efficiently conduct the work.

STAFF	ROLE	QUALIFICATIONS	HOURS
Casey Hammer	Signing actuary and project lead	FSA, MAAA, MS	100
Chris Kunkel	Peer review	FSA, MAAA, PhD	15
Riley Heckel	Actuarial Project manager	FSA, MAAA	100
Taylor McKinnon	Policy Analysis Project Manager	JD	15
Aleece Blake	Data Collection, Plan Design and Actuarial Value Impact Actuary	FSA, MAAA	70
Matt Caverly	Model Development and Rate Impact Actuary	FSA, MAAA	90
Milliman Subject Matter Expertise	Clinical and analytic support and review, as needed	Various	As needed
Actuarial and data analysts	Data processing, exhibit development		100

Casey Hammer, FSA, MAAA, MS, Principal and Consulting Actuary

Role: Signing Actuary and Project Lead

Casey is a principal and consulting actuary with nearly 15 years of professional experience in pricing, valuation and financial analyses of health care services. During her tenure at Milliman, Casey has worked directly for the California Health Benefits Review Program (CHBRP) as an actuarial lead or advisor on nearly 40 bills, including leading 6 in a single legislative session, and maintains the pricing model used for all bill analyses. She is also currently working on a labor and delivery cost sharing elimination bill for the state of Maryland. Outside of the legislative session, she prices self-funded health insurance plans. Casey is included on the team as her work with CHBRP producing cost estimates for legislative mandates for nearly 10 years is directly applicable to the services under this engagement. Casey is the OIC's primary contact and will be responsible for all deliverables.

Chris Kunkel, FSA, MAAA, PhD, Principal and Consulting Actuary

Role: Peer Review

Chris is a principal and consulting actuary with over 14 years of experience working with government-funded and private health plans. Chris has worked state Medicaid agencies, federal programs and others, including recent work with the Washington State Health Care Authority and Office of the Insurance Commissioner. Chris will provide peer review and expertise as part of Milliman's process of quality and risk management for all engagements.

Riley Heckel, FSA, MAAA, Consulting Actuary**Role: Actuarial Project Manager**

Riley is a consulting actuary with over 12 years of actuarial experience. Riley has worked to support large government health care agencies with budgeting and strategic planning and has recently worked with the Washington State Health Care Authority and Office of the Insurance Commissioner. Most of Riley's work involves managing the development and maintenance of actuarial models used in projecting health care utilization and cost. Riley will be the project manager for this engagement. He will supervise Aleece and Matt in the data collection and analysis (Task 2) with the actuarial model development (Task 3), the actuarial analysis on plan premiums, benefit designs and actuarial values (Task 4). He will also be a primary contact with OIC throughout the engagement including status update meetings (Task 1), report development (Tasks 6 & 7), and presentation material development and delivery (Tasks 8 & 9).

Taylor McKinnon, JD, Principal and Compliance Consultant**Role: Policy Analysis Project Manager**

Taylor will serve as the policy analysis project manager and perform the policy analysis outlined in Task 5. He will review other state laws His background includes nearly 8 years of consulting specific to the health insurance industry where he has been involved in a number of projects dealing with the analysis of state and federal insurance statutory and regulatory updates. While not practicing law in his role with Milliman, he is a licensed attorney in the state of Florida.

Aleece Blake, FSA, MAAA, Consulting Actuary**Role: Data Collection, Plan Design and Actuarial Value Impact Actuary**

Aleece has over 15 years of consulting experience, covering a wide range of health actuarial projects including pricing, forecasting and valuation of health care services. At Milliman, Aleece has helped set ACA rates in several states. Additionally, she has helped develop health plan premiums for Washington State Health Care Authority. She recently published the article "Managing maternity costs and outcomes" that outlines strategies for health plans and public entities to improve maternity costs and outcomes through analytics. She will work on data collection (Task 2), plan design impact (Task 4.2), actuarial value impact (Task 4.3), and regulatory analyses (Task 5.2), as needed.

Matt Caverly, FSA, MAAA, Consulting Actuary**Role: Model Development and Rate Impact Actuary**

Matt Caverly has over six years of experience working in health insurance, strategic pricing, behavioral health, and bundled payments. Matt has experience working with both new and established payers in the commercial and Medicare advantage markets. Matt's recent experience includes commercial pricing in the ACA individual market, risk adjustment strategy, and working with benefit designs and changes, including calculating actuarial values. He also has experience in financial reporting and projections for commercial insurers. Given Matt's breadth of pricing experience he will perform the actuarial model development (Task 3), rate impact (Task 4.1) and regulatory analyses (Task 5.2).

b. Provide a resume' (no more than two (2) pages) for each named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments, and any other pertinent information. The Vendor must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the OIC.

CASEY HAMMER, FSA, MAAA

Principal & Consulting Actuary

Signing Actuary & Project Lead

+1 415 394 3769

casey.hammer@milliman.com

Current Responsibility

Casey Hammer is a principal and health consulting actuary with Milliman's San Francisco Health Practice. She joined the firm in 2013.

Professional Experience

Casey has experience with commercial, Medicaid, and student health populations. She has broad and extensive experience in pricing manually and experience rated commercial health insurance products, capitated payment arrangements, innovative new products and benefits, and legislative impacts. She has also assisted clients with the design of new products and treatment programs and evaluated the resulting savings. For provider clients, she has performed strategic benchmarking and provider reimbursement analyses. She also has considerable experience estimating incurred but not paid amounts, Knox Keene licensing, and in the design and pricing of student textbook programs. Prior to joining Milliman, Casey worked for several years at regional Blue Cross Blue Shield plans.



Presentations & Publications

- An Actuarial Perspective on the Relationship of Primary Care Programs and Healthcare Costs. Society of Actuaries Research, March 2021.
- Clearing up Confusion Surrounding Continuing Education Requirements. Health Watch, December 2020.
- Commercial Rate Setting and COVID. Society of Actuaries Webcast, May 2020.
- Readmissions and Data, World Conference Forum's Reducing Hospital Readmissions Forum, Orlando, FL; November 2019.
- Patient Centered Medical Homes. Society of Actuaries Annual Meeting, Toronto, Canada; October 2019

Education

- Master of Science, Finance, Vanderbilt University, Owen Graduate School of Management, Nashville, TN
- BS, Statistics, California Polytechnic State University, San Luis Obispo, CA

Professional Designations

- Fellow, Society of Actuaries
- Member, American Academy of Actuaries

CHRIS KUNKEL, FSA, MAAA

Principal & Consulting Actuary

Peer Review

+1 206 504 5680

chris.kunkel@milliman.com**Current Responsibility**

Chris is a Principal and Consulting Actuary with the Seattle office of Milliman. He joined the firm in 2009.

Professional Experience

Chris's experience covers a variety of healthcare programs. His primary areas of focus have been Medicare, Medicaid, and other government programs. He has worked on many projects, including developing capitation rates for Medicare and Medicaid programs, conducting savings analyses for managed care programs, performing morbidity studies, and conducting analyses of current and upcoming accountable care organizations. His areas of interest include

- Feasibility studies for new programs or products
 - New Medicare Advantage plans, including general enrollment and special needs plans
 - Value-based insurance design
- Rate setting for Medicare Advantage products
 - General enrollment and special needs plans
 - New benefits for existing plans
- Morbidity analyses for special populations
 - Specific disease states such as kidney disease, including end stage kidney disease
 - Dual-eligible and/or low income Medicare beneficiaries
 - Veteran populations
- Chagemaster development

**Presentations & Publications**

- A two-part model of the individual costs of chronic kidney disease, Co-author, Milliman article, December 2021
- Changing how Medicare and Medicaid talk to each other, Co-author, Milliman article, March 2020
- How do benefit changes drive Medicare Advantage enrollment?, Co-author, Milliman article, January 2020

Education

- BS, Applied Mathematics, University of North Carolina, Chapel Hill
- PhD, Mathematics, University of Washington, Seattle

Professional Designations

- Fellow, Society of Actuaries
- Member, American Academy of Actuaries

RILEY HECKEL, FSA, MAAA

Consulting Actuary

Actuarial Project Manager

+1 206 504 5680

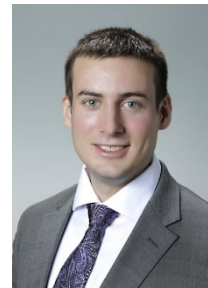
riley.heckel@milliman.com**Current Responsibility**

Riley is a consulting actuary with the Seattle Health practice of Milliman. He joined the firm in August 2011.

Professional Experience

Riley's recent actuarial experience includes:

- Cost and utilization projection development for an infertility mandate proposal in the State of Washington for Medicaid, small group, large group self-insured, large group fully funded, and public employer lines of business.
- Medicare Advantage bid development and consulting, focusing on Part D.
- Estimation of Incurred But Not Paid (IBNP) claim liabilities
- Part of a team developing the Department of Veterans Affairs Enrollee Health Care Projection Model
- Appointed Actuary certifying the actuarial liabilities for four health companies
- Development of Milliman's firm-wide Medicare Advantage Part D Experience Summary Tool.
- Enrollment and cost projections for the Civilian Health and Medical Program of the Department of Veterans Affairs
- Enrollment and cost projections for the Program of Comprehensive Assistance of Family Caregivers

**Education**

- B.S. Mathematics with Honors
The University of Chicago

Professional Designations

- Fellow, Society of Actuaries
- Member, American Academy of Actuaries
- Passing participant of the Society of Actuaries Predictive Analytics Certificate Program

TAYLOR MCKINNON, JD

Principal and Compliance Consultant

Policy Analysis Project Manager

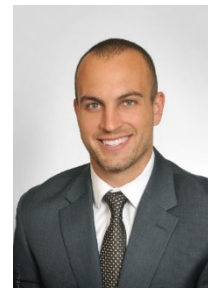
+1 321 2231 9895

taylor.mckinnon@milliman.com**Current Responsibility**

Taylor McKinnon is a principal and compliance consultant with Milliman. He joined the firm in 2016.

Professional Experience

Taylor provides comprehensive compliance support for insurance clients with an emphasis on supplemental insurance product development and design, including group, blanket, and individual accident, hospital indemnity, and critical illness products. As part of this process, Taylor drafts contracts, assists in market competitiveness analysis, manages project workflow, and provides state filing support, which involves communicating with state departments of insurance to facilitate product approvals. He also researches and summarizes state insurance statutes and regulations as necessary for product development and to support client's other compliance needs. Beyond product design, Taylor also assists clients with a wide variety of accident and health insurance compliance issues, such as taxation of benefits, federal regulations, HSA compliance, and state legislative and regulatory changes.

**Education**

- J.D., Stetson University College of Law
- B.S.B.A, Economics
University of Central Florida

ALEECE BLAKE, FSA, MAAA

Consulting Actuary

*Data Collection, Plan Design and Actuarial Value**Impact Actuary*

+1 801 433 6189

aleece.blake@milliman.com**Current Responsibility**

Aleece Blake is a consulting actuary with Milliman. She joined the firm in 2005. Her clients include health plans, insurance organizations, employers, public and government entities, and ACOs.

Professional Experience

Aleece has over 15 years of consulting experience covering a wide range of health actuarial projects, including but not limited to:

- ACA Pricing
- Medicare Advantage bid development
- Milliman Underwriting Guidelines development and maintenance
- Payer/Provider risk sharing arrangements
- MSSP Track evaluation
- Mental Health Parity and Addiction Equity Act (MHPAEA) compliance reviews
- Outcomes measurement for healthcare improvement efforts and interventions
- Reserve calculations
- Plan design relativity studies
- Actuarial equivalency testing



Aleece recently published the article “Managing maternity costs and outcomes” which outlines strategies for health plans and public entities to improve maternity costs and outcomes through analytics.

Education

- B.S. (Summa Cum Laude) Mathematics with an Emphasis in Actuarial Science
Utah State University

Professional Designations

- Fellow, Society of Actuaries
- Member, American Academy of Actuaries

MATT CAVERLY, FSA, MAAA

Consulting Actuary

Model Development and Rate Impact Actuary

+1 303 672 9047

matt.caverly@milliman.com**Current Responsibility**

Matt Caverly is a consulting actuary with Milliman, based in Denver, Colorado. He joined the firm in 2017.

Professional Experience

Matt has experience in strategy and tactics for commercial market and Medicare Advantage health plans, including plan pricing, reserving, benchmarking, forecasting, and risk adjustment support. Matt's recent work in these areas includes:

- Affordable Care Act (ACA) Individual Market pricing and strategy for established plans and new plans.
- ACA risk adjustment support.
- Medicare Advantage bids for dual special-needs (D-SNP) plans.
- Medicare risk score model change evaluation and value-based care forecasting support.



Matt also supports behavioral health work, ACA strategy, predictive modeling and data science, legislation impact analyses, and surgical bundled payment pricing. Matt's publications include *The Economic Impact of Non-Medical Opioid Use in the United States*, published by the Society of Actuaries.

Education

- B.S. Applied Mathematics
University of Colorado at Boulder

Professional Designations

- Fellow, Society of Actuaries
- Member, American Academy of Actuaries

B. Experience of the Vendor

1. INDICATE THE EXPERIENCE, INCLUDING MONTHS/YEARS, THE VENDOR AND ANY SUBCONTRACTORS HAS IN THE FOLLOWING AREAS:

Milliman has over 60 years of experience in conducting data analysis to support healthcare financing decisions using actuarial methods. Our unique differentiator is that we have deep expertise in working with claims and encounter data and developing projections of healthcare costs and utilizations based on experience.

The vast majority of our work involves calculation of health care costs and growth in some fashion. We do hundreds of rate filings for commercial plans and Medicare Advantage bids in addition to rate development for state Medicaid plans. All of these rate filings require the calculation of health care costs and growth. We have been engaged to study the cost of growth of healthcare services at a micro level (such as behavioral health) and at a macro level (entire health system).

a. Actuarial analysis of the potential impacts on commercial health plan design, actuarial values, and premium rates for differing maternity care cost-sharing policies.

Milliman performs work similar to the scope of work outlined in OIC's RFP for the California Health Benefits Review Program (CHBRP). From 2002-2015 and 2019-present, Milliman was engaged by CHBRP, a program administered by the University of California Office of the President. CHBRP performs independent analyses of healthcare bills proposed by the California Legislature to inform legislators of the medical effectiveness, cost, and public health impacts. Milliman's role is to provide actuarial analysis of each bill, including estimates of the number of enrollees that are covered, changes in utilization and unit cost of covered and noncovered benefits, premium impacts by payer (government entity, employer, enrollee), and enrollee cost sharing. Recent analyses for CHBRP have included several maternity-related proposals, including coverage of doula services, pelvic floor therapy, and infertility benefits. Working with CHBRP, Milliman has provided actuarial analytic support for over 100 legislative proposals. Analyses performed can be viewed on the CHBRP website at: <https://www.chbrp.org/analysis/completed-analyses>.

We have also performed an analysis to provide an estimate of the utilization and cost impacts of fertility treatment coverage for Medicaid, public school employees and the commercial market for the Washington State Health Care Authority and OIC.

We are currently working with the state of Maryland on a labor and delivery cost-sharing elimination proposal, similar to the proposed legislation in Washington.

b. State health care policy research and analysis and reporting results of such analyses to lay audiences.

Milliman has worked with a wide variety of clients and organizations. Some of our government clients include the California Public Employees Retirement System (CalPERS), Covered California, and federal agencies such as the Centers for Medicare and Medicaid Services (CMS) and the Department of Veterans Affairs (VA). We have experience supporting jurisdictions throughout the United States on health care payment reform and delivery system transformation efforts. We have also supported state-based exchanges and the CMS Center for Consumer Information and Insurance Oversight (CCIIO) on a range of policy related analysis and data analysis.

Since 2016, Milliman has served as the Medicaid Payment Reform Consulting contractor for the Alaska Department of Health. This entails a wide range of actuarial services including; managed care support; wavier applications; and supporting the state in the analysis of innovative payment programs.

Milliman has also assisted the State of Washington Health Care Authority with a variety of Medicaid policy analyses and reviews. A few examples of which include: policy review for savings associated with integrated managed care for southwest WA, policy review for ensuring Medicaid Managed Care Organizations (MCOs) were compliant in implementing state directed payments, and policy review for implementing Certified Community Behavioral Health Clinics (CCBHCs).

In Virginia, we worked with the Commonwealth of Virginia's Primary Care Task Force to measure primary care utilization and spend in each part of the state, including stakeholder-informed definitions of primary care according to the types of primary care services delivered and the type of primary care providers. Our work with a diverse stakeholder group contributed towards improving payments for Medicaid primary care services, identified opportunities to study linkage to the total cost of care, needs in the COVID pandemic, behavioral health, and the largest cost drivers impacting Medicaid patients.

Milliman also has extensive experience analyzing the potential economic and social impact of health care policy changes to individuals (both insured and non-insured), employers, health insurance plans, healthcare providers, and federal and state governments. We have analyzed the impact of both state and federal level legislation and regulations. We take a comprehensive healthcare ecosystem view of proposed policy, developing relevant risk scenarios. Recent examples of client projects include:

- Assisting our State Medicaid clients in how to incorporate SDOH into their measures and analytics to enable better decision making.
- Supporting an individual market exchange that has recently introduced a quality assessment on their health plans. We are helping the exchange to ensure that quality scores are not penalizing health plans for serving members in lower income or ethnically diverse communities.
- Working with the Commonwealth of Kentucky to set the priorities and goals for health equity and to develop metrics that meet the criteria of the "SMARTIE" framework: Specific, Measurable, Attainable, Realistic, Time-bound, Inclusive, and Equitable. This will ensure that our recommendations impact all populations, organizations, and communities, including those who have been historically underserved or denied access.

In addition to the policy related client work experience outlined above, several of Milliman's actuaries, including the project lead, volunteer with the Academy of Actuaries to develop policy briefs providing an actuarial perspective on proposed legislation for federal policymakers. Some of our actuaries meet annually with lawmakers on Capitol Hill to discuss these topics.

State of Washington Experience

For the past fourteen years, Milliman has established consistent financial projections, deliverables, and reporting that meet the specific needs of the Washington Public Employees Benefits Board (PEBB) Program. Milliman has improved existing processes and incorporated new and more sophisticated methods to better serve Washington State Health Care Authority (HCA). Milliman has been involved with the PEBB Financial Projection Model (PFPM) since the inception of the original version, created in 2008. For over a decade, Milliman has maintained the model, updated model methodology, enhanced the model's functionality, and provided ongoing financial analysis to the PEBB Program. Milliman also has

provided analysis and support for questions from interested parties, including the Office of Financial Management (OFM) and State legislative staff. Milliman also served a key role in developing the PEBB Accountable Care Program (ACP), including support for the development of the initial program structure, contract benchmarks, ongoing reporting, and settlement reconciliation.

Since 2019, Milliman has performed benchmarking and rate strategy analyses for Embright, a clinically integrated network that is a joint venture between the University of Washington, MultiCare and LifePoint Health.

Additional Experience

Milliman as a firm routinely engages in research across a variety of markets, topics, and clients, including publishing many papers for public consumption. Some of these papers are commissioned by clients but many are provided by the firm in service of its goal to increase public awareness of important and emerging topics in the actuarial space. A few such papers are discussed below:

2023 Milliman Medical Index: Each spring, Milliman experts produce the Milliman Medical Index (MMI), an actuarial projection of the total cost of health care for a hypothetical family of four. The MMI is cited by several prominent publications annually; unlike other cost reports, the MMI measures the total cost of benefits separately including employer and employee (premium and cost sharing). As health care evolves, the MMI analysis has reflected more complexities with each iteration, including: deep dives into the pandemic; macroeconomic forces driving inflation; prescription drug rebates; and price transparency requirements.

Fifty States, Fifty Stories: A Decade of Health Care Reform Under the ACA: The Society of Actuaries (SOA) commissioned a research report considering the ACA and conducting a fact-based assessment of the impact that the ACA has had. This report, published in March 2020, focused on three broad areas of ACA impact: uninsured rate; insurer competition in the exchanges; and premium rate levels.

American Rescue Plan: Impacts on private health coverage: In March 2021, Milliman released a paper discussing the House version of the American Rescue Plan Act of 2021, focusing on key provisions including federal subsidies for COBRA, expansion of ACA subsidies, ACA subsidy guarantees for the unemployed, and enhanced funding for Medicaid expansion states.

Managing Maternity Costs and Outcomes: Milliman released a paper in September 2023 exploring costs of maternity care in the United States, discusses case management programs that may improve outcomes and lower costs and outlines a road map for health plans to address cost and poor outcomes.

For additional relevant experience, please visit **E. References**.

C. Subcontracting

Identify whether any subcontractors are to be utilized by the Vendor. If subcontractors are to be utilized, the following must be provided:

1. Subcontractor assignment summary. In no more than two (2) pages, identify any subcontractor that may be utilized, and describe what work would be assigned to the subcontractor. Specifically address whether the work could be completed by Vendor's internal staff if the subcontract was terminated for any reason.

2. Exhibit D: Diverse Business Inclusion Plan.

Subcontractors will not be used for this engagement.

D. Related Information

1. IF THE VENDOR CONTRACTED WITH THE STATE OF WASHINGTON DURING THE PAST 24 MONTHS, INDICATE THE NAME OF THE AGENCY, THE CONTRACT NUMBER AND PROJECT DESCRIPTION AND/OR OTHER INFORMATION AVAILABLE TO IDENTIFY THE CONTRACT.

CONTRACT ID	CONTRACT TITLE	NATURE OF SERVICES
30033	State of Washington Department of Retirement Systems, Pension Funding Council - Consulting Services Agreements	(1) audit of the demographic experience study, and (2) actuarial audit of the valuations with review of recent changes to funding methods.
180395	State of Washington Department of Retirement Systems, Pension Funding Council - Amendments / Addendums	Actuarial audit services
177978	Washington State Department of Social and Health Services - Consulting Services Agreements	Annual consulting services for support of the Washington State PACE program
167749	Washington Department of Social and Health Services - Amendments / Addendums	Contract 2234-42497 Amendment #1
165731	Washington Department of Social and Health Services - Business Associate Agreement	011DSH BAA
165729	Washington Department of Social and Health Services - Consulting Services Agreements	011DSH CSA (Rate Study)
181269	Washington State Health Care Authority - Statement of Work	0011WHA K4889 Behavioral Health Crisis Service Work (Work Order 14)
181268	Washington State Health Care Authority - Statement of Work	0011WHA K4889 Apple Health Expansion (Work Order 13)
181267	Washington State Health Care Authority - Amendments / Addendums	011WCC CSA - HCA Contract no. K4889, Work Order 7, Amendment #1
181266	Washington State Health Care Authority - Amendments / Addendums	0011WHA - K4889 - Amendment #1
180618	Washington State Health Care Authority - Statement of Work	0011WHA K4889 SFY2024 Medicaid rate projects (work order 12)
179648	Washington State Health Care Authority - Amendments / Addendums	K6764-01 amendment to expand one-time agreement for SAO audit support
179632	Washington State Health Care Authority - Amendments / Addendums	011WHA CSA [K5962] Amendment
179627	Washington State Health Care Authority - Statement of Work	011WCC50 (01) Health Care Cost Transparency Board

CONTRACT ID	CONTRACT TITLE	NATURE OF SERVICES
176115	Washington State Health Care Authority - Consulting Services Agreements	Work with SAO and HCA by participating in fieldwork including interviews and information requests for performance audit of HCA, Medicaid rate-setting process.
173958	Washington State Health Care Authority - Statement of Work	0011WAJ SOW - HCA/OIC joint fertility treatment study
173573	Washington State Health Care Authority - Amendments / Addendums	Budget increase and extension admnt
171455	Washington State Health Care Authority - Consulting Services Agreements	011WHA CSA [K5962] Strategic Planning, Partnerships, Development, Delivery
171454	Washington State Health Care Authority - Amendments / Addendums	011WHA60 [K3886] Budget Increase
170612	Washington State Health Care Authority - Amendments / Addendums	011WHA Work Order 6 Budget Increase
167469	Washington State Health Care Authority - Statement of Work	0011WHA - K4889 Certified Community Behavioral Health Clinics (Work Order 10)
167468	Washington State Health Care Authority - Statement of Work	0011WHA - K4889 Medicaid Managed Care Behavioral Health / Behavioral Health Comparison Rate (Work Order 09)
167404	Washington State Health Care Authority - Amendments / Addendums	011WHA60 - [K3886] Contract Extension 7/1/2022-6/30/2024
167352	Washington State Health Care Authority - Amendments / Addendums	011WHA60 - [K3886] Contract Extension 7/1/2021-6/30/2022
167126	Washington State Health Care Authority - Statement of Work	011WHA03 (50) - HCA Contract no. K4889, Work Order 8 (Long Term Civil Commitment)
166459	Washington State Health Care Authority - Amendments / Addendums	011WHA03 Period and Max Compensation Extension Amendment
166349	Washington State Health Care Authority - Statement of Work	011WCC CSA - HCA Contract no. K4889, Work Order 7
163645	Washington State Health Care Authority - Amendments / Addendums	0011PEB01 - SOW Actuarial Support Ammendment 1 (K4889, WO4, AMDT1)
163642	Washington State Health Care Authority - Amendments / Addendums	0011SEB01 - SOW Actuarial Support Ammendment 1 (K4889, WO3, AMDT1)
162374	Washington State Health Care Authority - Amendments / Addendums	0011WHA K4889 Tax Model (work order 05 amndmt 01)
162054	Washington State Health Care Authority - Amendments / Addendums	0011WHA03 21 - K2428 WO17 Amdmnt. 01 - Hospital Rate Rebasing

CONTRACT ID	CONTRACT TITLE	NATURE OF SERVICES
161644	Washington State Health Care Authority - Statement of Work	0011WHA - K4889 Medicaid Managed Care (Work Order 06)
159466	Washington State Health Care Authority - Amendments / Addendums	Amendment #12 - Budget Increase
158162	Washington State Health Care Authority - Statement of Work	0011SEB01 - SOW Actuarial Support
158160	Washington State Health Care Authority - Statement of Work	0011PEB01 - SOW Actuarial Support
157962	Washington State Health Care Authority - Statement of Work	011WHA SOW Upper Payment Limit (Wk Order 01)
157957	Washington State Health Care Authority - Statement of Work	011WHA K4889 Tax Model (work order 05)
148401	Washington State Health Care Authority - Consulting Services Agreements	K4889 - 0011WHA - Actuarial Support for Medicaid and Public Employee programs
147944	Washington State Health Care Authority - Statement of Work	Work Order no. 17 Medicaid Fee-for-Service (FFS) Hospital Rebasing
147168	Washington State Health Care Authority - Amendments / Addendums	WA HCA Admnt (Max work order increase)
147167	Washington State Health Care Authority - Amendments / Addendums	WA HCA Admnt (Max Compensation Increase)
147162	Washington State Health Care Authority - Non-Disclosure Agreement	011PEB NDA (3 Pty Data Share Agreement - WHA, Regence, & Milliman)
143765	Washington State Health Care Authority - Amendments / Addendums	0011WHA50 - SOW Amendment - Increases funds for new Maximum Work Order Total
140146	Washington State Health Care Authority - Amendments / Addendums	Amendment 7 to Contract K2428 - Actuarial services supporting Medicaid, PEBB and SEBB
41618	Washington State Health Care Authority no. K3886 - Consulting Services Agreements	011WHA60 K3886 Agmt
36027	Washington State Health Care Authority - Amendments / Addendums	K2428 work order 08 amendment 03, budget change
35889	Washington State Health Care Authority - Amendments / Addendums	011WHA K2428 Work Order 13 Amendment 1
35887	Washington State Health Care Authority - Amendments / Addendums	011WHA K2428 Work Order 10 Amendment 5
35885	Washington State Health Care Authority - Amendments / Addendums	011WHA K2428 Work Order 9 Amendment 5
35884	Washington State Health Care Authority - Amendments / Addendums	011WHA K2428 Work Order 8 Amendment 5

CONTRACT ID	CONTRACT TITLE	NATURE OF SERVICES
160984	The Washington State Investment Board - Third Party Release	Third party release to share work with Washington State Investment Board
167828	Office of the Insurance Commissioner, Washington State - Consulting Services Agreements	CSA_MedSupp consulting regarding current enrollment in state and impact of proposed regulations
161525	Office of the Insurance Commissioner, Washington State - Consulting Services Agreements	Project management services
160703	Office of the Insurance Commissioner, Washington State - Consulting Services Agreements	Contract no. K202309 - Cycle II if an Access to Behaviorail Health Services Grant Project
153612	Office of the Insurance Commissioner, Washington State - Software License Agreements	Arius
167749	Washington Department of Social and Health Services - Amendments / Addendums	Contract 2234-42497 Amendment #1

2. IF A MEMBER OF THE VENDOR'S STAFF WAS AN EMPLOYEE OF THE STATE OF WASHINGTON DURING THE PAST 24 MONTHS, OR IS CURRENTLY A WASHINGTON STATE EMPLOYEE, IDENTIFY THE INDIVIDUAL BY NAME, THE AGENCY PREVIOUSLY OR CURRENTLY EMPLOYED BY, JOB TITLE OR POSITION HELD AND SEPARATION DATE.

Other than the previous contracts listed in question No. 1, no one on the proposed team was employed by the State of Washington during the last two years, and we are not aware of any other former State of Washington employees that would create a conflict of interest regarding this engagement.

3. IF THE VENDOR HAS HAD A CONTRACT TERMINATED FOR DEFAULT IN THE LAST FIVE YEARS, DESCRIBE SUCH INCIDENT. TERMINATION FOR DEFAULT IS DEFINED AS NOTICE TO STOP PERFORMANCE DUE TO THE VENDOR'S NON-PERFORMANCE OR POOR PERFORMANCE AND THE ISSUE OF PERFORMANCE WAS EITHER (A) NOT LITIGATED DUE TO INACTION ON THE PART OF THE VENDOR, OR (B) LITIGATED AND SUCH LITIGATION DETERMINED THAT THE VENDOR WAS IN DEFAULT.

N/A

4. SUBMIT FULL DETAILS OF THE TERMS FOR DEFAULT INCLUDING THE OTHER PARTY'S NAME, ADDRESS, AND PHONE NUMBER. PRESENT THE VENDOR'S POSITION ON THE MATTER. THE OIC 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 THE VENDOR IN THE PAST FIVE YEARS, SO INDICATE.

N/A

E. References

Milliman References

CLIENT NAME:	Washington State Health Care Authority (HCA) and the Office of the Insurance Commissioner (OIC)
Client Contact Name & Title	Tonja Nichols RN, BSN, MN, Section Manager
Telephone / E-mail	+1 360 622 1240 / Tonja.nichols@hca.wa.gov
Address	626 8th Ave SE Olympia, WA 98501
Period of Performance:	January 2023 - Present
Project Description:	Washington State HCA and OIC commissioned Milliman to obtain appropriate utilization and cost data, conduct appropriate analysis to provide an estimate of aggregate utilization and cost impacts of fertility treatment coverage for Medicaid, public and school employees and the commercial market for plan years 2024 through 2027. The analysis includes a utilization and cost analysis of each of the following services: infertility diagnosis, fertility medications, intrauterine insemination, in vitro fertilization, and egg freezing.

CLIENT NAME:	Texas Association of Health Plans
Client Contact Name & Title	Jamie Dudensing, CEO
Telephone / E-mail	+1 512 476 2091 / jdudensing@tahp.org
Address	1001 Congress, Suite 300, Austin, TX 78701
Period of Performance:	March 2023 – April 2023
Project Description:	The Texas Association of Health Plans (TAHP) engaged Milliman to provide actuarial support in evaluating two proposed bills that could impact the commercial health insurance market in Texas. The first bill, HB 4893 (Bonnen), requires issuers of health insurance in Texas, including Medicaid and the Children's Health Insurance Program (CHIP), to contract with any hospital upon its request. The issuer would be required to reimburse the hospital at a rate of 90% of the highest contracted rate for the same service. The second bill, HB 4773/SB 2442 (Bonnen/Perry), requires issuers of health insurance in Texas, including in Medicaid and CHIP, to contract with any physician upon their request. The issuer would be required to reimburse the physician at a rate of 90% of the highest contracted rate for the same service. Milliman provided commercial premium impacts by type of service under various contract scenarios.

CONTRACTOR's Proposal
MILLIMAN MANAGEMENT PROPOSAL

CLIENT NAME:	Colorado State Healthcare Innovation Model (SIM) awarded by Center of Medicare and Medicaid Innovation (CMMI)
Client Contact Name & Title	Nathan Drashner, SIM Data and Evaluation Manager
Telephone / E-mail	+1 208 596 0912 / ndrash@gmail.com
Address	1570 Grant Street, Denver, CO 80203-1818
Period of Performance:	2015-2019
Project Description:	CMMI awarded the state of Colorado a grant of up to \$65 million to test the State Healthcare Innovation Model (SIM) for the integration of behavioral healthcare services in approximately 400 primary care practices across the state over 3 years. Milliman completed the financial evaluation of this program using the Colorado All Payer Claim Database (CO APCD) which includes medical and pharmacy claims, eligibility records, and provider information for commercial coverage (including individual, small group, and large group lines of business), Medicare, and Medicaid health plans.

Lead Staff Person (Casey Hammer) References

CLIENT NAME:	California Health Benefits Review Program (CHBRP)
Client Contact Name & Title	Garen L. Corbett, Director
Telephone / E-mail	+1 510 664 5306 / glcorbett@berkeley.edu
Address	University of California, Berkeley MC 3116 Berkeley, CA 94720-3116
Period of Performance:	September 2002 – December 2015, March 2019 - current
Project Description:	In 2002 Milliman was engaged by CHBRP, a newly established program authorized by statute and administered by the University of California's Office of the President. The California Assembly mandated CHBRP to analyze the medical effectiveness, cost impacts, and public health impacts of health insurance benefit mandates proposed by the California Legislature. Milliman's role is to provide actuarial analysis that supports cost impact analyses. Specifically, Milliman estimates the marginal impact of proposed mandates on premiums and health care expenditures in California. Researchers draft report analyses of the effectiveness and public health impact of each mandate. Milliman provides actuarial analytic support for this program, including the analysis of premium and costs impacts associated with over 100 legislative proposals. Casey serves as the primary contact for analytical questions and maintains the actuarial model that is used as the basis for all legislative analyses.

CLIENT NAME:	University of Oregon
Client Contact Name & Title	Shannon Millington, Director of Ancillary Services
Telephone / E-mail	+1 541 346 2726 / smilling@uoregon.edu
Address	1590 E 13th Ave. Eugene, OR 97403
Period of Performance:	April 2019 - current
Project Description:	Casey serves as the actuary for the university's student health insurance program. Her role includes calculating premium rates, calculating the premium impact of proposed plan changes, analysis on reserve funding strategies, and monitoring medical and demographic trends that may impact future plan liabilities. All findings and recommendations are presented in a summary report written for University decision makers.

CLIENT NAME:	Alliant Insurance Services
Client Contact Name & Title	Brian Louie, Vice President, Account Executive
Telephone / E-mail	+1 213 270 0113 / brian.louie@alliant.com
Address	333 S. Hope St. Suite 3750 Los Angeles, CA 90071
Period of Performance:	May 2013 - current
Project Description:	Casey provides actuarial support for Alliant to be shared with the University of California health plans including employee plans, medical school residents and the student health plan. Services includes performing a rate review, calculating the impact of proposed plan changes, calculating actuarial values, estimating incurred but not reported liabilities, making recommendations about the overall reserve strategy, and monitoring emerging experience.

3.5 Supplier Diversity

Milliman is strongly committed to diversity but is not eligible for certification by the Washington State Office of Minority and Women's Business Enterprises or by the Washington Department of Veteran Affairs.

3.6 Cost Proposal

A. Identification of Costs

Based on our review of the RFP and our experience with similar engagements, we have prepared a budget of total project fees by task. This cost proposal includes the fully loaded costs for staff and expenses required to complete the scope of work. We will not be using subcontractors to accomplish this work. We will work closely with your project team and keep them apprised of the budget as the work proceeds.

	Billings	Estimated Completion Date
<i>Project Management</i>		
Status Meetings	\$12,000	n/a - ongoing
Project Documentation (Task 1)	\$9,000	n/a - ongoing
Subtotal	\$21,000	
<i>Data Gathering and Analysis</i>		
Data Call (Task 2)	\$19,000	November 30, 2023
Actuarial Analysis of Revised Maternity Policies (Tasks 3 & 4)	\$67,000	February 29, 2024
Subtotal	\$86,000	
<i>Summary of Other States' Policies (Task 5)</i>	\$37,000	January 31, 2024
<i>Report</i>		
Preliminary Report (Task 6)	\$23,000	March 31, 2024
Final Report (Task 7)	\$15,000	May 31, 2024
Subtotal	\$38,000	
<i>Presentation Develop and Ongoing Support (Task 8)</i>	\$18,000	May 1, 2025
Pre-Tax Total	\$200,000	
Grand Total (assuming 8% sales tax)	\$216,000	

In developing the budget, we used the following assumptions. We will work with you to validate these assumptions as the project begins.

- Project status meetings will be conducted every other week
- Meetings and presentations will be conducted virtually

Milliman bills on a time and expense basis. Each consultant has an hourly billing rate which is based on his/her experience and expertise. Time spent on a particular client project is recorded to the nearest

quarter of an hour, and the client is billed accordingly. We bill clients monthly for the work completed in the preceding month. If the actual fees for the project are less than the budget estimate, Milliman will invoice OIC for the actual amount.

Appendix: Exceptions to the Sample Contract

Please find Milliman’s list of exceptions to the sample contract included in the RFP on the following pages.

Exceptions to State of Washington, Office of Insurance Commissioner RFP# S202401

The submission of this proposal in response to the RFP may constitute Milliman's acceptance of State of Washington, Office of Insurance Commissioner's contract terms should the changes to the provisions below, or the addition of the new provisions below, be accepted. Milliman shall not be bound by any contract terms or obligated to perform the services described in this proposal until a mutually acceptable written agreement is signed by the parties.

Section	Exception	Reasoning
2. General Information for Vendors, Section 2.18	<p>[...] Additional Provisions</p> <p>Above insurance policy must include the following provisions:</p> <ul style="list-style-type: none"> Additional Insured. [...]. All insurance provided in compliance with this contract must be primary <u>and non-contributory</u> as to any other insurance or self-insurance programs afforded to or maintained by the state <u>with regard to liabilities caused by Contractor</u>. Cancellation. OIC must be provided written notice before cancellation or non-renewal of any insurance required by this RFQ in accordance with these specifications. Insurers subject to 48.18 RCW: The insurer must give the state 45 <u>30</u> days advance notice of cancellation or non-renewal. [...]. [...] Insurance Carrier Rating. All insurance and bonds should be issued by companies <u>licensed in the state of Washington as admitted to do business or surplus lines carriers</u> within the state of Washington and have a rating of A-, Class VII [...] 	Milliman maintains insurance on a firm-wide basis and has made edits so that the requirements align with the policies maintained by Milliman.
Exhibit B Sample Contract, Data classification, sharing and security	<p>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 ("<u>material and information</u>") may consist of Public Information, Sensitive Information, Confidential Information, and/or Confidential Information Requiring Special Handling as defined below. [...]</p> <p>Information received under this contract may be <i>(insert the appropriate categories of information here)</i>.</p> <p><u>Confidential Information and Confidential Information Requiring Special Handling shall not include information which: was in the public domain at the time of communication thereof to Contractor; (ii) enters the public domain through no breach of this provision subsequent to the time of communication thereof to Contractor; (iii) was in Contractor's possession free of any obligation of confidentiality at the time of communication thereof to Contractor; (iv) is developed by Contractor with no reliance on or reference to the information of the AGENCY; or (v) is required by law or regulation to be disclosed.</u></p> <p>[...]</p> <p>CONTRACTOR will not make use of material and information for any purpose other than the performance of this contract. [...] and only after such persons have signed the <u>a</u> nondisclosure agreement provided to the CONTRACTOR by the AGENCY <u>on terms no less restrictive than those set forth herein</u>.</p> <p>[...]</p> <p><u>Upon reasonable advance written notice at mutually agreed upon times,</u> CONTRACTOR's records <u>directly related to this Contract</u> are subject to inspection [...].</p> <p>[...]</p> <p>Immediately upon expiration or termination of this Contract, CONTRACTOR must</p>	Due to the scope of services, Milliman does not believe that this section is required, at least with respect to Sensitive Information and Confidential Information Requiring Special Handling, so Milliman requests to delete this section in its entirety. If the Agencies do not agree, Milliman requests the edits described here – standard carve-outs to the definition of confidential information, a requirement of a NDA whose terms are determined by Milliman, and the ability to retain one copy of information in order to comply with applicable professional standards, including

CONTRACTOR's Proposal

	<p>return all material and information to AGENCY, destroy the individual identifiers associated with the records or record information, and notify this agency to this effect in writing and take whatever other steps AGENCY requires of CONTRACTOR to protect AGENCY's material and information. <u>Notwithstanding the foregoing, CONTRACTOR may retain one copy of the material and information (excluding data protected by legal statute) for purposes of complying with its internal archival and records retention policies, subject to CONTRACTOR's continued compliance with the confidentiality and non-use restrictions set forth in this Contract.</u></p> <p>Prior to disclosure of any information received under this contract, CONTRACTOR must collect completed <u>nondisclosure agreement on terms no less restrictive than those set forth herein</u> Notice of Nondisclosure forms for each employee, agent, or subcontractor that will have access to material and information for this contract. CONTRACTOR must ensure that Notice of Nsuch <u>nondisclosure forms</u> agreements are available for inspection upon AGENCY's <u>written</u> request.</p>	Actuarial Standards of Practice.
Exhibit B Sample Contract, AGENCY Policy Acknowledgement	CONTRACTOR staff will adhere to applicable AGENCY policies, as identified by AGENCY, while on-site and/or while working with AGENCY staff <u>which are provided as an attachment to this Agreement or which are added by an amendment to this Agreement.</u> [...]	Milliman agrees to comply with Agency policy that it receives in advance, in writing, that is incorporated into the resulting agreement.
Exhibit B Sample Contract, Insurance	<p>[...]1. <u>Commercial General Liability Insurance Policy.</u> 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 \$1,000,000 per occurrence <u>and \$2,000,000 in the aggregate.</u></p> <p>[...]</p> <p>3. The insurance required must be issued by an insurance company/ies <u>authorized licensed to do business with</u> in the state of Washington <u>as admitted or surplus lines carriers</u>, and must name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.</p> <p>All policies <u>required by this section</u> must be primary to any other valid and collectable insurance. CONTRACTOR must instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.</p> <p>[...]</p>	Milliman maintains insurance on a firm-wide basis and has made edits so that the requirements align with the policies maintained by Milliman.
Exhibit B Sample Contract, New Sections	<p>Indemnification</p> <p>To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the AGENCY, all officials, agents, and employees of the AGENCY, from and against all claims for personal injuries or death arising out of or resulting from CONTRACTOR's performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to reasonable attorney's fees for personal injury or death, as described above, and for claims arising from gross negligence to the extent caused by CONTRACTORS' performance.</p> <p>CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the AGENCY for any third-party claim brought against the AGENCY to the extent arising out of or resulting from CONTRACTOR'S or any SUBCONTRACTOR'S grossly negligent act or omission, intentional fraud, or willful misconduct in the performance of the contract. The AGENCY agrees that it will promptly notify and tender the defense to CONTRACTOR of any indemnified claim, provided that the AGENCY's failure to provide prompt notice shall not relieve CONTRACTOR from liability herein except to the extent CONTRACTOR is prejudiced by such failure, and CONTRACTOR shall, at its sole expense, defend, and at its sole discretion, settle any such indemnifiable claim, provided that, CONTRACTOR shall obtain the AGENCY's consent in the event of any settlement, which consent shall not be unreasonably</p>	Milliman agrees to indemnify for claims for personal injury and third party claims to the extent arising out of its gross negligence, willful misconduct, in its performance, breach of confidentiality, and infringement claims.

	<p>withheld. The AGENCY may participate in the defense of any indemnified claim at its own expense.</p> <p>This term takes precedence over the Indemnification section in the General Terms and Conditions.</p> <p>Limitation of liability CONTRACTOR will perform all services in accordance with applicable professional standards. In the event of any claims arising from services provided by CONTRACTOR at any time, the total liability of CONTRACTOR, its officers, directors, agents and employees to the AGENCIES collectively shall not exceed five million dollars (\$5,000,000) in the aggregate. This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract, or otherwise. In no event shall CONTRACTOR be liable for lost profits of the AGENCIES or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the gross negligence, intentional fraud or willful misconduct of CONTRACTOR.</p> <p>Works for hire CONTRACTOR shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates ("Tools") that have been previously developed by CONTRACTOR or such Tools developed during the course of the provision of the services provided such Tools do not contain and/or are not based upon or derived from any AGENCY Confidential Information or proprietary data. Rights and ownership by CONTRACTOR of its Tools shall not extend to or include all or any part of AGENCY's proprietary data or AGENCY Confidential Information. For materials that are delivered under the contract, but that incorporate any Tools not produced under the contract, in such Tools to translate, reproduce, use and prepare derivative works, for its internal business purposes and provided that such Tools cannot be modified or distributed outside AGENCY without the written permission of CONTRACTOR or except as otherwise permitted herein.</p> <p>This section shall supersede the Copyright provisions term the General Terms and Conditions.</p> <p>No third-party distribution CONTRACTOR's work is prepared solely for the internal business use of the AGENCIES. To the extent that CONTRACTOR's work is not subject to disclosure under applicable public records laws, CONTRACTOR's work may not be provided to third parties without CONTRACTOR's prior written consent. CONTRACTOR does not intend to benefit or create a legal duty to any third-party recipient of its work product, and CONTRACTOR may include a legend on its reports so stating. The AGENCIES agree not to remove any such disclaimer language from CONTRACTOR's work. CONTRACTOR's consent to release its work product to any third party may be conditioned on the third party signing a release agreement, subject to the following exception(s): (a) the AGENCIES may provide a copy of CONTRACTOR's work, in its entirety, to the AGENCIES' advisors who agree, in writing, to (i) keep confidential all CONTRACTOR work, and (ii) not use CONTRACTOR's work for any purpose other than to benefit the AGENCIES; (b) the AGENCIES may provide a copy of CONTRACTOR's work, in its entirety, to other governmental entities, or others as required by law.</p> <p>Arbitration If the parties are unable to resolve a dispute in accordance with Section 16 of the General Terms and Conditions, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The</p>	<p>Milliman requests to include a reasonable limitation of liability in the agreement as all service providers are subject to a limitation of liability whether or not specifically stated in contract. Milliman's Board has determined that \$5,000,000 is a fair and reasonable limitation of liability for public entities.</p> <p>In order to have the ability to provide services to all of its clients, Milliman needs to retain all rights in its pre-existing intellectual property and any intellectual property developed during the course of the provision of services that does not contain Port confidential or proprietary information. This is important to Milliman so that Milliman is able to use its "toolbox" to provide services to other clients.</p> <p>Milliman agrees that the Materials will be works for hire subject to certain limitations and restrictions. Specifically, Milliman's work is prepared solely for, and to be relied upon, by the State. As such, Milliman requests to include limitations on distribution of its work product.</p> <p>Due to the complex nature of the services that Milliman provides, Milliman's preferred dispute resolution method is arbitration with arbitrators who have</p>
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CONTRACTOR's Proposal

	arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other party, except that disclosure is permitted to a party's auditors and legal advisors.	relevant backgrounds so that they are able to understand the nature of the dispute and render a reasoned decision.
Exhibit B Sample Contract, General T&Cs, Access to Data	The CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor 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.	Milliman will provide access to data generated under this contract to the Agencies to the extent required by law and in accordance with applicable law.
Exhibit B Sample Contract, General T&Cs, Confidentiality/safeguarding information	[...] or as may be required by law, <u>regulation or court order.</u> For clarity, the <u>information disclosed to CONTRACTOR by the AGENCY hereunder will not be considered "confidential" if such information: (i) was in the public domain at the time of the AGENCY's communication thereof to the CONTRACTOR; (ii) enters the public domain through no fault of the CONTRACTOR subsequent to the time of the AGENCY's communication thereof to the CONTRACTOR; (iii) was in the CONTRACTOR'S possession free of any obligation of confidentiality at the time of the AGENCY's communication thereof to the CONTRACTOR; (iv) is developed by the CONTRACTOR completely independent from the Confidential Information of the AGENCY.</u>	Milliman requests to include standard and reasonable carve-outs to the definition of confidential information.
Exhibit B Sample Contract, General T&Cs, Right of inspection	The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, upon at all reasonable <u>advance written notice at mutually agreed upon</u> times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.	Milliman requests to clarify the logistics of the inspection.
Exhibit B Sample Contract, General T&Cs, Termination for Cause	[...] In the event of termination or suspension, the CONTRACTOR shall 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.	Milliman will agree to discuss damages arising from termination for cause in the event such a termination occurs.
Exhibit B Sample Contract, General T&Cs, Termination Procedures	Upon termination of this contract, the AGENCY, [...] any <u>tangible</u> property [...] The provisions of the "Treatment of Assets" clause shall apply in such property transfer. <u>CONTRACTOR makes no express or implied warranty and shall have no liability of any form whatsoever with respect to any draft or unfinished work product that is clearly marked as, or otherwise clearly indicated to be a draft and delivered to the AGENCY pursuant to this Termination Procedures clause.</u> [...] 5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the agent any <u>tangible</u> property which [...]	If required by the AGENCY, Milliman will provide draft deliverables upon termination but makes no warranty and shall not liability with respect to draft deliverables.



Milliman is among the world's largest providers of actuarial, risk management, and technology solutions. Our consulting and advanced analytics capabilities encompass healthcare, property & casualty insurance, life insurance and financial services, and employee benefits. Founded in 1947, Milliman is an independent firm with offices in major cities around the globe.

[milliman.com](https://www.milliman.com)

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Business certification form

Please complete this form, selecting the description that best fits your business.

Business Name: Milliman, Inc.

Federal Tax ID: 910675641

The business named above best fits which of the following descriptions:

- ☐ Microbusiness as defined in RCW 39.26.010
Any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that (a) is owned and operated independently from all other businesses; **and** (b) has a gross revenue of less than one million dollars annually as reported on its federal tax return or on its return filed with the department of revenue.
- ☐ Minibusiness as defined in RCW 39.26.010
Any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that (a) is owned and operated independently from all other businesses; **and** (b) has a gross revenue of less than three million dollars, but one million dollars or more annually as reported on its federal tax return or on its return filed with the department of revenue.
- ☐ Small business as defined in RCW 39.26.010
An in-state business that has its principal office located in Washington, including a sole proprietorship, corporation, partnership, or other legal entity, that (a) Certifies, under penalty of perjury, that it is owned and operated independently from all other businesses and has either: (i) Fifty or fewer employees; **or** (ii) A gross revenue of less than seven million dollars annually as reported on its federal income tax return or its return filed with the department of revenue over the previous three consecutive years;

OR

(b) Is certified with the [Office of Women and Minority Business Enterprises](#) under chapter 39.19 RCW.

- ☐ Veteran-owned business
An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that is certified with the [Washington State Department of Veteran Affairs](#).
- ☒ None of the above

This form must be signed and dated by a person authorized to legally bind the organization to these statements, such as the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

Casey Hammer

Name

DocuSigned by:

Casey Hammer

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Signature

Principal & Consulting Actuary

Title

11/20/2023 | 4:37 PM PST

Date

Certificate Of Completion

Envelope Id: 0FE5CF94067945F9BF378C6A37CEACD1

Status: Completed

Subject: Complete with DocuSign: K202507 Milliman & WA Insurance Commissioner

Source Envelope:

Document Pages: 121

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Miranda Matson Jewett

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5000 Capitol Blvd SE

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Tumwater, WA 98501

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contracting@oic.wa.gov

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Pool: State of Washington, Office of the Insurance

Location: DocuSign

Commissioner

Signer Events

Casey Hammer

casey.hammer@milliman.com

Principal & Consulting Actuary

Milliman, Inc.

Security Level: Email, Account Authentication
(None)**Signature**

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Bryon Welch

Bryon.Welch@oic.wa.gov

Deputy Commissioner Policy and Legislative Affairs

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Sydney Rogalla

sydney.rogalla@oic.wa.gov

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(None)**COPIED**

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Electronic Record and Signature Disclosure:

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Carbon Copy Events	Status	Timestamp
Jane Beyer Jane.Beyer@oic.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 11/21/2023 8:29:57 AM Viewed: 11/22/2023 7:33:46 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/13/2023 9:08:58 AM
Certified Delivered	Security Checked	11/21/2023 8:29:29 AM
Signing Complete	Security Checked	11/21/2023 8:29:55 AM
Completed	Security Checked	11/21/2023 8:29:57 AM

Payment Events	Status	Timestamps
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