

Contract for Services
Between the
State of Washington
Office of Insurance Commissioner
And
CONTRACTOR

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."

Davies Actuarial, Audit & Consulting, Inc.
5550 Peachtree Parkway, Suite 600
Peachtree Corners, GA 30092

Federal TIN: 58-2512336

Purpose

The purpose of this Contract is to study approaches to increase the availability of medical malpractice liability coverage or other liability protection options for community-based health care providers delivering transition of care services to incarcerated individuals.

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 S2404, and Exhibit C, CONTRACTOR's Proposal:
 1. CONTRACTOR will review the state's commitments to facilitating safe transitions of care for incarcerated individuals through Medicaid coverage of health services under the 2023 Medicaid transformation waiver.
 2. CONTRACTOR will analyze the barriers to accessing liability coverage for community-based health care providers on the private market.
 3. CONTRACTOR will provide actuarial analysis of the potential risk to be incurred by providing health care malpractice liability coverage for transition of care services to individuals who are incarcerated and near release.
 4. CONTRACTOR will provide policy recommendations, if any, for consideration by the legislature regarding provision of or increasing the availability of health care

malpractice liability coverage or other liability protection options for community-based health care providers delivering these services.

5. AGENCY will review the Draft Report and provide feedback to CONTRACTOR including comments, observations, and questions.
 6. CONTRACTOR will use AGENCY feedback to make revisions and complete a Final Report.
 7. CONTRACTOR will attend legislative hearings or workgroups during the 2024-25 legislative session when necessary to answer questions or explain portions of the study and report. Virtual attendance is acceptable for these hearings and workgroups.
- C. The CONTRACTOR will produce the following written reports or other written documents (deliverables):
1. Interview results
 2. Data call summary and analysis
 3. Draft report
 4. Final report

The draft and final reports submitted by the Contractor must meet the accessibility principals identified by the Washington State Office of the Chief Information Officer's Accessibility Policy, stated below:

- Perceivable - Information and user interface components must be presentable to users in ways they can perceive.
- Operable - User interface components and navigation must be operable.
- Understandable - Information and the operation of user interface must be understandable.
- Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

All documents generated by Contractor must pass the built-in accessibility checks in their respective programs (e.g. Microsoft Word, Adobe Acrobat, Adobe InDesign).

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 begin from date of final execution by AGENCY through April 1, 2025.

AGENCY reserves the right to extend the contract for up to two (2) additional six-month 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 three hundred forty-five thousand (\$345,000.00) dollars.

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

Interviews completed	No later than September 1, 2024	\$ 80,000.00
Draft report accepted by OIC	No later than October 21, 2024	\$120,000.00
Final report accepted by OIC	No later than November 14, 2024	\$120,000.00

If CONTRACTOR is required to attend legislative hearings or workgroups during the 2024-25 legislative session, CONTRACTOR will invoice, and AGENCY will pay, twenty-five thousand (\$25,000.00) dollars upon completion of all required meetings. This amount is included in the maximum compensation detailed above.

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 month and deliverable the invoice applies to, and reference number PS2515. 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.

Subcontractor payments reporting requirement

This Contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at <https://omwbe.diversitycompliance.com/>. The CONTRACTOR and all Subcontractors shall report and confirm receipt of payments made to the CONTRACTOR and each Subcontractor through Access Equity. The CONTRACTOR may contact Miranda Matson-Jewett at contracting@oic.wa.gov for technical assistance in using the Access Equity system. User guides and documentation related to CONTRACTOR and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. The AGENCY reserves the right to withhold payments from the CONTRACTOR for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

The CONTRACTOR shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than 15 days after the AGENCY creates the Contract Record.
- b. Complete the required user training (two (2) one-hour online sessions) no later than 20 days after the AGENCY creates the Contract Record.
- c. Report the amount and date of all payments (i) received from the AGENCY, and (ii) paid to Subcontractors, no later than fourteen days after issuance of each payment made by the AGENCY to the CONTRACTOR, unless otherwise specified in writing by the AGENCY, except that the CONTRACTOR shall mark as "Final" and report the final Subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
- d. Monitor contract payments and respond promptly to any requests or instructions from the AGENCY or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or AGENCY when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the CONTRACTOR or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the CONTRACTOR or system-generated messages to check or provide information in Access Equity; and (v) coordinate with CONTRACTOR, or AGENCY when necessary, to resolve promptly any discrepancies between reported and received payments.

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

Rebecca Freitag, FCAS, MAAA
 Davies Actuarial, Audit & Consulting, Inc.
 5550 Peachtree Parkway, Suite 600
 Peachtree Corners, GA 30092
 678-684-4866
 Rebecca.Freitag@us.davies-group.com

AGENCY Contract Manager

Andrew Davis
 Office of Insurance Commissioner
 PO Box 40255
 Olympia, WA 98504-0255
 360.725.7170
 Andrew.Davis@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 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 *confidential information requiring special handling*. Information received under this contract is confidential by law and privileged, is not subject to public disclosure under chapter 42.56 RCW, and is not subject to subpoena directed

to the commissioner or any person who received the information while acting under the authority of the commissioner. See Chapter 123, Laws of 2024.

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 must ensure that Notice of Nondisclosure forms are available for inspection upon AGENCY 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.

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; provided, however, that the insurers are only required to give AGENCY ten (10) calendar days advance notice of cancellation due to nonpayment. Insurer notice must reference contract number PS2515.

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 State, agencies of State and all officials, agents, and employees of State, from and against all claims for bodily injuries or death arising out of or resulting from the negligent or willful acts or

omissions in 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 damage to or destruction of tangible personal 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 in connection with the services under this contract.

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 negligent or willful acts or omissions in the performance or failure to perform the contract. CONTRACTOR shall not be obligated to indemnify, defend, and hold harmless the State in the event such Claim arises out of or incident to CONTRACTOR'S or any SUBCONTRACTOR'S acts or omissions taken at the direction of the State or its agents, agencies, employees, and officials.

Limitation of Liability

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 AGENCY collectively shall not exceed the limits of insurance required by this Contract. 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 AGENCY 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.

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 – AGENCY's RFP S2404
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 nine (9) pages and three (3) attachments, is executed by the persons signing below, who warrant they have the authority to execute the contract.

Davies Actuarial, Audit & Consulting, Inc.

DocuSigned by:



8A25324395904AB...

Signature

Frank Huang

Name

Vice President

Title

7/2/2024 | 6:18 PM PDT

Date

Insurance Commissioner, WA State

DocuSigned by:



555B554C55AE443...

Signature

Bryon Welch

Name

Deputy Commissioner-Policy & Legislative Affairs

Title

7/3/2024 | 12:56 PM PDT

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 Insurance Commissioner, WA State, 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.

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

Exhibit A

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 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

Exhibit A

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

1. Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
3. Default. Notwithstanding any provision to the contrary, AGENCY may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until AGENCY receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), AGENCY may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. AGENCY shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe AGENCY for default under this provision.

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

Exhibit A

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.

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.

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.

If a SUBCONTRACTOR is used, CONTRACTOR is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. CONTRACTORS that have previously registered with B2Gnow for any public entity, must verify the system has updated information. CONTRACTORS can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the contract, the CONTRACTOR will report payments to ALL SUBCONTRACTORS through the Access Equity system. This monthly reporting information includes total payment in dollars made to the SUBCONTRACTOR, payment dates, and any additional information required to verify payment to SUBCONTRACTORS. The CONTRACTOR will enter this payment information into the Access Equity system, and the SUBCONTRACTORS will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both CONTRACTORS and SUBCONTRACTORS.

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

Exhibit A

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.

Exhibit A

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:

5. Stop work under the contract on the date, and to the extent specified, in the notice.
6. 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.
7. 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.
8. 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.
9. 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.
10. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
11. 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.

Exhibit A

- 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)

S2404

Project Title

Community Health Medical Malpractice Insurance Study

Questions Due April 19, 2024, 11:59 pm PST

Proposal Due May 13, 2024, 11:59 pm PST

Emailed proposals will be accepted. Faxed proposals will not.

Estimated period of performance for contract

June 14, 2024 – April 1, 2025.

The OIC reserves the right to extend the contract for up to two (2) additional six (6) month 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 study approaches to increase the availability of medical malpractice liability coverage or other liability protection options for community-based health care providers delivering transition of care services to incarcerated individuals. The Contractor will be responsible for assisting with the creation and submission of an initial report to the Office of Financial Management (OFM) and appropriate committees of the legislature by **December 31, 2024**.

In 2021, SSB 5304 was passed to allow the Washington Health Care Authority (HCA) to seek federal funding and provide transition of care services to individuals leaving a carceral setting. These services are designed to maximize care coordination, so a person can transition into their community successfully and be connected to the care and services they need.

The Medicaid Transformation Project (MTP) is Washington State's Section 1115 Medicaid demonstration waiver, an agreement between the HCA and Centers for Medicare & Medicaid Services (CMS). The MTP is what allows Washington state to deliver a targeted set of services to adults and youth in state prisons, jails, and youth correctional facilities in the 90 days prior to their release. In June 2023, CMS approved MTP to continue for an additional five years. The MTP renewal, called MTP 2.0, began July 1, 2023, and ends June 30, 2028. However, correctional facilities in Washington state struggle to find community-based care providers to provide transition of care services for their facilities because providers have trouble securing medical malpractice liability coverage.

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 provide the services described below:

1.2.1 Contractor will review the state's commitments to facilitating safe transitions of care for incarcerated individuals through Medicaid coverage of health services under the 2023 Medicaid transformation waiver.

1.2.2 Contractor will analyze the barriers to accessing liability coverage for community-based health care providers on the private market.

1.2.3 Contractor will provide actuarial analysis of the potential risk to be incurred by providing health care malpractice liability coverage for transition of care services to individuals who are incarcerated and near release.

1.2.4 Contractor will attend legislative hearings or workgroups during the 2024-25 legislative session when necessary to answer questions or explain portions of the study and report. Virtual attendance is acceptable for these hearings and workgroups.

1.2.5 Contractor will provide policy recommendations, if any, for consideration by the legislature regarding provision of or increasing the availability of health care malpractice liability coverage or other liability protection options for community-based health care providers delivering these services.

In conducting this study, the Contractor may convene interested parties including but not limited to the following:

- The Office of the Attorney General;
- The Health Care Authority;
- The Department of Corrections;
- The Department of Enterprise Services' Office of Risk Management;
- The Washington Association of Sheriffs and Police Chiefs;
- Local governments;
- Medical malpractice liability underwriters; and
- Community-based health care providers, including but not limited to representatives of federally qualified health centers and providers of health care services in incarceration settings

1.3 Accessibility

The draft and final reports submitted to OIC by the Contractor must meet the accessibility principals identified by the [Washington State Office of the Chief Information Officer's Accessibility Policy](#), stated below:

- Perceivable - Information and user interface components must be presentable to users in ways they can perceive.
- Operable - User interface components and navigation must be operable.
- Understandable - Information and the operation of user interface must be understandable.
- Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.

All documents generated by Contractor must pass the built-in accessibility checks in their respective programs (e.g. Microsoft Word, Adobe Acrobat, Adobe InDesign).

1.4 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 three (3) years 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 actuaries who are members of the American Academy of Actuaries and either the Society of Actuaries or Casualty Actuarial Society and meet the qualification standard to complete the scope of work stated in this RFP.
 - Credentialed 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.
- Agree to the Certifications and Assurances set forth in Exhibit A.
- Submit proposals as specified on Section 3, Proposal Contents, of this RFP.

1.5 Period of performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about June 14, 2024, and to end on April 1, 2025.

The OIC, at its sole discretion, may extend the contract two (2) times for a period of six (6) months each.

1.6 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.

1.7 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, of 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.

1.8 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	March 28, 2024
Question & answer period	March 28 – April 11, 2024, 11:59pm PST
Issue addendum to RFP	April 18, 2024
Preproposal conference	April 25, 2024, at 11:00am PST
Issue final addendum to RFP	April 26, 2024
Proposals due	May 13, 2024, 11:59pm PST
Evaluate proposals	May 14-20, 2024
Announce 'Apparent Successful Contractor'	May 21, 2024
Hold debriefing conferences (if requested)	May 21-29, 2024
Begin contract negotiations	May 21, 2024

The OIC reserves the right to revise the above schedule.

2.3 Preproposal conference

A preproposal conference is scheduled to be held on April 25, 2024 at 11:00am Pacific Standard/Daylight Time as long as at least two Vendors express interest. The preproposal conference will be held virtually using Zoom. The preproposal conference is not required but is recommended.

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 including names and email addresses.

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.

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:

- 10% Minority Owned Business certified by OMWBE
- 6%, Women Owned Business certified by OMWBE
- 5% Veteran Owned Business certified by DVA
- 5% Washington Small Businesses self-identified

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 Subcontractor participation monitoring and reporting

Once a contract is awarded through the solicitation or proposal process, the awarded Contractor is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Contractors can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the contract, the Contractor will report payments to ALL Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Contractor will enter this payment information into the Access Equity system, and the Subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Contractors and Subcontractors.

2.9 Acceptance period

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

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 No obligation to contract

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

2.16 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.

2.17 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.

2.18 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.

2.19 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 of 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 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 **four (4) 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:

- Project Timelines
 - How will the following work be completed to meet expectations of timeliness and thoroughness:
 - Draft report due October 21, 2024
 - Final report due November 14, 2024
 - The date of the contract execution will not count towards the timeliness. However, all days of the week will be considered in these calculations (i.e. Sunday-Saturday). Times are to be considered Pacific Standard Time, unless otherwise indicated.
- 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.

3.3 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 **five (5) 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 **four (4) 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 **four (4) pages**)

1. Indicate the experience, including months/years, the Vendor and any subcontractors has in the following areas:

Required:

- Responsibilities held in the last three (3) years substantially the same as, or very similar to, the Scope of Work in Section 1.2 of this RFP.
- Contract work completed in less than a year without breaching terms of the contracts or missing expectations, including deadlines and deliverables.

Additional:

- Experience or work history with administrative regulations or government funded studies.

2. Indicate other relevant experience that indicates the qualifications of the Vendor, and any subcontractors, for the performance of the potential contract.

3. Include a list of work the Vendor has completed during the last five years that relate to the Vendor's ability to perform the services needed under this RFP. List client company name, time frame, contact persons, telephone numbers, and email addresses.

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 C: Diverse Business Inclusion Plan. Vendors who do not submit a Diverse Business Inclusion Plan will be precluded from utilizing subcontractors.
 - a. Exhibit C *is not required* if Vendor does not intend to use subcontractors.

Any Contractors that use subcontractors must comply with the reporting requirements described in section 2.8 Subcontractor participation monitoring and reporting.

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.

3.4 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.

3.5 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. Budget

The OIC has been provided an appropriation of three hundred and fifty thousand (\$350,000.00) dollars for these services.

- B. Identification of Costs (Scored)

Submit a fully loaded and deliverables-based budget to provide all services described in this solicitation. Vendors may break services down into a maximum of four deliverables. **OIC will not consider cost proposals that only list hourly rates or time and material rates.** The budget must account for all staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract, including the

potential requirement for Contractor staff to attend (virtual attendance is acceptable) 2024-2025 legislative hearings or workgroups as described in section 1.2.4.

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, or the WA Department of Veterans Affairs.

C. 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 - 45%	45 points
Management Proposal – 40%	40 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 the AGENCY, may be utilized in selecting the winning proposal. The AGENCY, 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.

If required, oral presentations will be scheduled with selected vendors, and the date of announcement for the apparent successful vendor will be pushed back.

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
Exhibit C	Diverse Business Inclusion Plan
Exhibit D	Business Certification Form

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
Sample contract

Contract for Services
Between the
State of Washington
Office of Insurance Commissioner
And
CONTRACTOR

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 Legal Name
dba if applicable
Street Address
City, State CIP

Federal TIN:

Purpose
The purpose of this contract is to...

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:

OR

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 A, Scope of Work:

- C. The CONTRACTOR will produce the following written reports or other written documents (deliverables):

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 xxxx, or date of execution, whichever is later, through xxxx.

Example contract and general terms and conditions

Not valid for signature

AGENCY reserves the right to extend the contract for up to xxx (xx) additional xxx-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 xxxx (\$xxx.00) dollars. CONTRACTOR's compensation for services rendered must be based on the following rates and in accordance with the following terms:

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 xxxx. 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.

Subcontractor payments reporting requirement

This Contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at <https://omwbe.diversitycompliance.com/>. The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through Access Equity. The Contractor may contact [REDACTED] at [REDACTED] for technical assistance in using the Access Equity system. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. The Public Owner reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

The Contractor shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than 15 days after the Public Owner creates the Contract Record.
- b. Complete the required user training (two (2) one-hour online sessions) no later than 20 days after the Public Owner creates the Contract Record.
- c. Report the amount and date of all payments (i) received from the Public Owner, and (ii) paid to Subcontractors, no later than [REDACTED] issuance of each payment made by the Public Owner to the Contractor, unless otherwise specified in writing by the Public Owner, except that the Contractor shall mark as "Final" and report the final Subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
- d. Monitor contract payments and respond promptly to any requests or instructions from the Public Owner or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or Public Owner when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Contractor, or Public Owner when necessary, to resolve promptly any discrepancies between reported and received payments.

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

Example contract and general terms and conditions

Name
Organization
Mailing Address
City, State ZIP
360.xxx.xxxx
email
AGENCY Contract Manager

Name
Office of Insurance Commissioner
PO Box 40255
Olympia, WA 98504-0255
360.xxx.xxxx
xxxx@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 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 *list highest level of confidentiality that will be shared.*

Not valid for signature

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 must 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:

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.

Example contract and general terms and conditions

Not valid for signature

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. 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 XXXX (X) pages and XXXX (X) attachments, is executed by the persons signing below, who warrant they have the authority to execute the contract.

CONTRACTOR

Office of Insurance Commissioner

Signature

Signature

Name

Name

Title

Title

Date

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 Insurance Commissioner, WA State, 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.

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 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.

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

1. Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
3. Default. Notwithstanding any provision to the contrary, AGENCY may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until AGENCY receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), AGENCY may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. AGENCY shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe AGENCY for default under this provision.

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.

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.

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.

If a SUBCONTRACTOR is used, CONTRACTOR is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. CONTRACTORS that have previously registered with B2Gnow for any public entity, must verify the system has updated information. CONTRACTORS can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the contract, the CONTRACTOR will report payments to ALL SUBCONTRACTORS through the Access Equity system. This monthly reporting information includes total payment in dollars made to the SUBCONTRACTOR, payment dates, and any additional information required to verify payment to SUBCONTRACTORS. The CONTRACTOR will enter this payment information into the Access Equity system, and the SUBCONTRACTORS will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both CONTRACTORS and SUBCONTRACTORS.

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 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:

5. Stop work under the contract on the date, and to the extent specified, in the notice.
6. 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.
7. 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.
8. 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.
9. 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.
10. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
11. 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.
- 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.

Exhibit C

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

Exhibit D**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

State of Washington Office of Insurance Commissioner

Request for proposals (RFP) S2404

Addendum 1

The cover page for RFP S2404 incorrectly listed the due date for vendor questions as April 19, 2024.

The correct due date for questions is 11:59pm PST April 11, 2024, as reflected in Section 2.2 Estimated schedule of procurement activities.

Vendors that do not submit questions by the correct due date are encouraged to follow the directions in section 2.3 to request preproposal conference details, where those questions may be asked.

State of Washington Office of Insurance Commissioner

RFP S2404 Community Health Medical Malpractice

Addendum 2 Questions and Answers

Question: Will the OIC be able to gather and/or provide underwriting, claims, and premium information related to rejections, cancellations, or non-renewals for medical providers seeing medical professional liability insurance to perform work in carceral settings? Will the OIC be issuing a related data call?

Answer: Unsure. The Office of the Insurance Commissioner plans to discuss a data call with consultation from the hired Contractor. If there is relevant data, and the Commissioner has authority to collect, then yes the OIC will gather the data and provide to contractor.

Question: Does the OIC have an estimate of the number and types of medical providers that need medical professional liability insurance in order to meet its goals under the RFP? For instance, how many doctors, physicians' assistants, substance abuse disorder specialists, etc.? How many general practitioners and how many specialists, and in what specialties?

Answer: Not at this time. We plan to gather this information as an initial step of the working group.

Question: Does the OIC have information on the number of incarcerated individuals per month who would need this transition care?

Answer: Not at this time. We plan to gather this information as an initial step of the working group.

Question: Does the OIC have, or can it obtain, information on the historical medical malpractice premiums per healthcare provider for those providing services in carceral settings?

Answer: Not at this time. We plan to gather this information as an initial step of the working group.

Question: Can the OIC provide aggregated information on medical malpractice rates, by specialty, charged in the state for non-carceral providers? Specifically, we are interested in rates from both admitted and non-admitted carriers, RRG's, etc.

Answer: Unsure. The Office of the Insurance Commissioner plans to consult with the hired Contractor to determine scope and necessity of this request.

Question: Do most of these medical providers work in one setting full time (for instance, one prison) or do they commute between several settings in a day or week?

Answer: Unknown at this time.

Question: What is the driving issue for community-based providers inability to secure proper insurance: coverage, limits, affordability or a blend?

Answer: Unknown at this time.

Question: If any, what is the current state product offering (coverage rules, price, and limits) for medical malpractice liability coverage for community based health care providers delivering transition of care services to incarcerated individuals?

Answer: Washington State does not offer a state product offering for medical malpractice liability coverage for community-health providers working in a carceral setting.

Question: Is the state looking to partner with private insurers and offer reinsurance or be exclusive carriers of the product?

Answer: The Legislature is looking for all policy options and recommendations.

Question: Please describe the data and information available to analyze the item listed in the scope section under 1.2.2 (barriers to accessing liability coverage for community-based health care providers on the private market.)

Answer: Unknown at this time.

Question: Please describe the data and information available to analyze the item listed in the scope section under 1.2.3 (actuarial analysis of the potential risk to be incurred by providing health care malpractice liability coverage for transition of care services to individuals who are incarcerated and near release.)

Answer: Unknown at this time.

Question: Please provide an estimate of the anticipated number of hearings or workgroups during the 2024 – 2025 legislative session that the Contractor would need to attend.

Answer: We cannot estimate the amount of time required this early in the process. The objective is included in the RFP because it is unknown if the Legislature will need additional answers or explanations until the report is submitted.

Question: Can you provide guidance or examples of what is meant by “community-based health care providers”? For example, would these generally be medium to large health care organizations/clinics, or would it include individual or small group practices?

Answer: Unknown at this time. The Office of the Insurance Commissioner plans to gather this information as the initial action of the working group.

Question: What is the nature of the trouble community-based health care providers are having securing medical malpractice coverage?

For example:

- Is the trouble finding coverage at all, or is it that the coverage they can obtain has exclusions related to transition of care services?
- Is the trouble related to primary insurance coverage, or excess coverage above primary insurance limits?
- Or, are these the kinds of questions the study is expected to address?

Answer: Unknown. The Office of the Insurance Commissioner plans to gather this information as the initial action of the working group.

Question: Will the work consist of the Washington helping to develop a panel of interviews for the following groups:

- The Office of the Attorney General
- The Health Care Authority
- The Department of Corrections
- The Department of Enterprise Services' Office of Risk Management
- The Washington Association of Sheriffs and Police Chiefs
- Local Governments
- Medical Malpractice Liability Underwriters
- Community-based healthcare providers

Answer: Yes. The OIC will liaise between the vendor and the listed groups to the extent that it assists with accomplishing the goals of this study.

Question: Does Washington have a list and contact information for the potential interviews listed above?

Answer: Not at this time. The Office of the Insurance Commissioner plans to gather this information as the initial action of the working group.

Question: Can the interviews be conducted virtually?

Answer: Yes.

Question: Does Washington have a means to enforce compliance so that the interviews will be conducted, and a meaningful dialogue will take place?

Answer: No.

Question: What is a reasonable timeframe for reaching out and conducting interviews? It has been our prior experience that two to three a day is productive. The biggest issue becomes scheduling and how long a window to schedule interviews. Can this be accomplished in a six-week time frame?

Answer: Agree. We anticipate a six-week time frame to be sufficient to reach out and conduct interviews.

Question: Will the vendor reach out initially to try to schedule and conduct interviews or will Washington?

Answer: Unsure. The Office of the Insurance Commissioner plans to conduct interviews with consultation from the hired Contractor.

Question: Is there an insurer of last resort for medical malpractice or another insurer that is run by the state that can possibly provide the insurance?

Answer: No.

Question: In terms of alternative vehicles are all proposals in scope such as in scope:

- Risk Retention Group
- Captive Insurance Company
- State Sponsored Insurance Company
- Commercial Insurance Company with Partial Government Ownership and private partnership
- The ability to surcharge premiums and provide admitted insurance.
- The ability to restrict the ability to sue and the monetary maximum damages?

Answer: Yes.

Question: Is there funding available from the State of Washington to support a risk vehicle?

Answer: The Office of the Insurance Commissioner does not contemplate how Legislators appropriate this type of funding. The authority to conduct the working group on this topic was brought by very interested Legislators.

Question: Given Washington does not have a captive statute and has enforced tax requirements for self procurement taxes, is Washington amenable to other captive jurisdictions? Is the entity most likely going to have to pay the self -procurement tax?

Answer: Yes, it is understandable the captive is based in another jurisdiction. The Office of the Insurance Commissioner does not have any authority to waive tax collection.

Question: Is there a potential for a state backstop based on tax paying funding, for an insurance vehicle?

Answer: Yes. The Legislature is looking for all possibilities.

Question: If there is little dialogue with interviewees, does Washington have any another means to gather relevant data?

Answer: Unsure. The Office of the Insurance Commissioner plans to discuss a data call with consultation from the hired Contractor. If there is relevant data, and the Commissioner has authority to collect, then yes, the OIC will gather the data and provide to contractor.

Question: In terms of monitoring results, can Washington provide follow up interviews at subsequent dates?

Answer: Unsure. The Office of the Insurance Commissioner plans to conduct the data call with consultation from the hired Contractor.

State of Washington Office of Insurance Commissioner

RFP S2404 Community Health Medical Malpractice

Addendum 3 Preproposal Conference Follow-up

Question: Most of the answers to the Q&A were either "Unknown" or "Unsure". Is there any additional general background about this project that you can provide.

Answer: The Legislature is asking the Insurance Commissioner to look at a novel issue- Professional medical liability coverage in a carceral setting for community-based health providers normally covered under the Federal Tort Claim Act. Because of this new work in a carceral location setting up continuing care for soon to be released folks, the FTCA does not cover them. Attempts from WA community-based health providers to find medical malpractice coverage in the private market have been unsuccessful or cost prohibitive.

Question: Follow up: Should we be narrowly focused on how this affects the transition care program, or the more general issue of med mal coverage for providers in carceral setting?

Answer: The former, focus should be on how it affects the community-based health providers programs.

Some additional background information:

OIC has sent out invitations and has a workgroup formed. The first meeting is scheduled for June, and OIC hopes to determine what information is needed for the Contractor's analysis to be completed.

*** LETTER OF SUBMITTAL ***

May 13, 2024

Miranda Matson-Jewett
Office of the Insurance Commissioner
5000 Capitol Boulevard
Tumwater, Washington 98507

**RE: Request for Proposals # S2404
Community Health Medical Malpractice Insurance Study**

Dear Ms. Matson-Jewett:

It is a pleasure to provide the State of Washington, Office of Insurance Commissioner, this proposal to provide actuarial services. Davies Actuarial, Audit & Consulting, Inc. (formerly Merlino & Associates, Inc.) has considerable experience providing similar services to numerous state regulatory entities, and it is our hope that this proposal will demonstrate our ability to provide the requested services.

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

NAME: Davies Actuarial, Audit & Consulting, Inc. (formerly Merlino & Associates, Inc.)
Frank Huang, Vice President
PLACE OF BUSINESS: 5550 Peachtree Parkway, Suite 600
Peachtree Corners, GA 30092
TELEPHONE: 678-684-4874
E-MAIL: frank.huang@us.davies-group.com
ADDRESS:

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

NAME	TITLE	ADDRESS AND TELEPHONE
Dave Valenzano	President	5550 Peachtree Parkway
Frank Huang	Vice President	Suite 600
Daniel Saulter	Vice President	Peachtree Corners, GA 30092
Edward Sherman	Treasurer	770-453-9771
Paul Kenneson	Secretary / Board Member	
Matthew Button	Board Member	
Peter Lucas	Board Member	

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.

Davies Actuarial, Audit & Consulting, Inc., (formerly known as Merlinos & Associates, Inc.) is a Georgia corporation formed December 15, 1999. We have included a completed Exhibit D Business Certification Form as Appendix B to this proposal.

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.

We currently do not have a UBI number, but we agree to become licensed with 30 days of being selected as the Apparent Successful Contractor. We are in the process of obtaining this UBI number at the time of this writing.

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

Peachtree Corners, Georgia

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.

We do not employ any current or former Washington state employees. Additionally, no Washington state employees or former employees are on our governing board.

SUBCONTRACTOR

Please note that we are proposing to partner with Alvarez & Marsal for this project. More information on that arrangement is provided later in this proposal.

- A. Alvarez & Marsal Financial Services Industry Group, LLC
600 Madison Avenue, 8th Floor; New York, NY 10002
- B. Bryan Schmeiser, Managing Director and Chief Operating Officer
Michael Spellacy, Managing Director and Practice Leader
James McDermott, Managing Director and Insurance Practice Leader
- C. Limited Partnership, organized in 2014
- D. Alvarez & Marsal Financial Services Industry Group, LLC has the following UBI number: 603-611-445.
- E. New York, New York
- F. No current or former Washington state employees as employees or members of governing board

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

Frank Huang, Vice President
Title

May 13, 2024
Date

We appreciate the opportunity to submit this proposal and we look forward to working with the OIC. We are happy to provide any additional information and answer any questions you may have. My direct line is 678-684-4866 and my e-mail address is rebecca.freitag@us.davies-group.com

Sincerely,



Frank Huang, FCAS, MAAA
Vice President and Consulting Actuary
frank.huang@us.davies-group.com
678-684-4874
AUTHORIZED SIGNATORY



Rebecca Freitag, FCAS, MAAA
Senior Director and Consulting Actuary
rebecca.freitag@us.davies-group.com
678-684-4866
PROPOSAL CONTACT

(B) 3.2 Technical Proposal

(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.

UNDERSTANDING

Based on the RFP document, we understand the following:

- The Office of Insurance Commissioner (OIC) is initiating a Request for Proposals (RFP) to solicit responses from Vendors interested in participating on a project to study approaches to increase the availability of medical malpractice liability coverage for community-based health care providers delivering transition of care services to incarcerated individuals. The Contractor will be responsible for assisting with the creation and submission of an initial report to the Office of Financial Management (OFM) and appropriate committees of the legislature by December 31, 2024.
- In 2021, SSB 5304 was passed to allow the Washington Health Care Authority (HCA) to seek federal funding and provide transition of care services to individuals leaving a carceral setting. The Medicaid Transformation Project (MTP) is Washington State’s Section 1115 Medicaid demonstration waiver. It allows Washington state to deliver a targeted set of services to adults and youth in state prisons, jails, and youth correctional facilities in the 90 days prior to their release. In June 2023, CMS approved MTP to continue for an additional five years. However, correctional facilities in Washington state struggle to find community-based care providers to provide transition of care services for their facilities because providers have trouble securing medical malpractice liability coverage.
- The purpose of this study is multi-faceted, and includes:
 - ✓ Analysis of the barriers to accessing liability coverage for community-based health care providers on the private market.
 - ✓ Actuarial analysis, if possible, of the potential risk and cost of providing health care malpractice liability coverage for individuals who are incarcerated and near release
 - ✓ Provision of policy recommendations, if any, for consideration by the legislature regarding increasing the availability of health care malpractice liability coverage for community-based health care providers delivering these services
 - ✓ Attendance at legislative hearing or workgroups during the 2024-25 legislative session when necessary to answer questions or explain portions of the study.

METHODOLOGY

If selected, the Respondent will identify and assess the challenges faced by community-based health care providers in securing medical liability insurance coverage. We will recommend policy alternatives, if any, for increasing the availability of this coverage. Certain policies may be stopgaps, while others may be more permanent in nature. Regardless, all such policies must consider the risk of market distortions that could have unintended consequences, such as

reducing incentives to mitigate the underlying risk or reducing competition in the insurance market. Also, to the extent possible based on the available data, we will form an actuarial estimate of the cost of such coverage.

The policy and budget recommendations developed by the Respondent will be based on input from primary and secondary market research and independent analysis conducted by the Respondent:

1. Conduct interviews with interested parties, as described in the RFP. These may include the Office of the Attorney General, the Health Care Authority, the Department of Corrections, the Department of Enterprise Services' Office of Risk Management, the Washington Association of Sheriffs and Police Chiefs, local governments, medical malpractice liability underwriters, and community-based health care providers, including but not limited to representatives of federally qualified health centers and providers of health care services in incarceration settings. Additionally, a number of Davies clients provide coverage in this space and may be willing to contribute some input.
2. Develop hypotheses regarding the underlying causes of increased insurance costs.
3. Design analyses necessary to test hypotheses.
4. Identify data necessary to conduct the analysis. We note that, based on the information provided in the RFP, it does not appear that the carriers providing this insurance are required to respond to a data call. We may be able to obtain access to industry data, or data from other carriers or state plans who have provided similar coverage.
5. In our interviews and data collection, we may research other states with similar waivers (for instance, California) in order to determine whether they are experiencing similar availability challenges. If not, attempt to gain insight and information as to what factors might differentiate those states from Washington.
6. Based on industry benchmarks and other information, attempt to develop an actuarially indicated cost for this coverage. **Note that we cannot guarantee that sufficient credible data will be available in order to produce such indication.**
7. Assess existing statutes, regulations and obligations of the state to provide transitional health services to formerly incarcerated individuals.
8. Review alternative policies that have been employed in other states in similar circumstances. Specifically review California policies.
9. Identify potential policy and budget options to address the underlying issues related to the availability and cost of insurance coverage.
10. Assess the pros and cons of each potential policy and budget option and prioritize the options.
11. Summarize our findings and recommendations.

(b) Work Plan – In no more than four (4) 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. With regard to timeline, how will the following work be completed to meet expectations of timeliness and thoroughness: Draft report due October 21, 2024; Final report due November 14, 2024. The date of contract execution will not count towards the timeliness. However, all days of the week will be considered in these calculations (i.e. Sunday-Saturday). Times are to be considered Pacific Standard Time, unless otherwise indicated.

Our project schedule (below, see section c) includes step-by-step project tasks, services, and activities necessary to accomplish the Objectives and Scope of work. The work plan is explained in greater detail below. **We plan to be in regular contact with personnel at the OIC through all phases, through regular status reports and frequently through discussion.** In addition to keeping the OIC informed, in this way we will be able to leverage the expertise and knowledge of the state, to avoid duplication of effort.

June 17, 2024 – June 30, 2024 – Introductory work – Investigate Washington state commitments to transitioning care for incarcerated individuals

After the execution of the contract, and before our detailed work can commence, the respondent will gain a thorough understanding of the state and federal laws and regulations that impact this study. Respondent will also delve into the various types of treatment provided during the transition time period, as well as potential outcomes, to better understand the types of liabilities which may be under review. Finally, respondent will review the overall healthcare professional liability environment in Washington state.

June 17, 2024 – October 6, 2024 – Review of secondary information sources

Through the duration of the project, until the time when recommendations are developed, respondent will identify and review existing studies regarding healthcare professional liability and other secondary sources, including review of market conditions in states with similar waivers (for instance, California). This will include both review of actuarial studies and policy studies.

July, 2024 – August, 2024 – Gathering and Analysis of Information

The gathering and analysis of information during this time period will occur on two parallel tracks:

1. *Interview key constituents* to better understand the challenges faced by healthcare providers in carceral settings and the drivers of the insurance availability challenges. Additionally, we will probe potential policy recommendations in order to address the current availability challenge.

These constituents will include community-based healthcare providers, medical liability underwriters, program administrators and/or brokers, reinsurance carriers and/or brokers, relevant industry associations, local governments, and Washington state

government agencies. Additionally, it may include some Davies clients that provide or have provided coverage in this arena, if they consent to be interviewed.

2. *Attempt to gather actuarial data to project professional liability loss costs for this class of business.*

Based on industry information available to us, we will attempt to extract a reasonably credible loss cost for this class of business. We will use pricing data that we can find through industry filings, studies, and interviews with insurance professionals. We note that these classes may be heavily underwritten and that the manual rate may not be representative of the true risk.

Additionally, we will attempt to gather exposure data (individuals per month who receive these services in their final 90 days) from Washington government agencies.

Finally, we will attempt to understand the drivers of frequency and severity for this risk class. We may be able to extrapolate loss cost based on information from other healthcare professional liability classes.

We note that this class is a very small subset of the healthcare professional liability universe. **It is very possible that without the benefits of a data call, we may be unable to project a credible loss cost for this business.**

September 2024 – Identify and document potential recommendations

In September, we plan to gather the findings and insights from our analysis and discuss initial policy recommendations as a team (Davies and Alvarez and Marsal). We expect to submit various policy recommendations internally and enumerate the advantages and disadvantages of each.

During this time, we also anticipate reaching out to personnel at the OIC to gain their insights into any proposed solutions that may have already been tried or discarded by the Washington legislature. Although sometimes a small change in a recommendation can make a significant difference in the effectiveness of its implementation, we want to be aware of any past Washington state experiences before presenting our draft findings.

No later than October 21, 2024 – Present draft report to OIC

October 21, 2024 – November 14, 2024 – Changes to draft report

Communicate with OIC personnel about any comments, observations, or questions they have on our draft report. Integrate any feedback into final report.

No later than November 14, 2024 – Present final report to OIC

November 2024 – March 2025 – Participate in policy discussions with Washington Legislature as requested by OIC or legislature, including the attendance of legislative hearings or workgroups to answer questions or explain portions of the report.

(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.

Our firm has a robust system in place to ensure all deadlines are met. Multiple staff members are involved in each project tracking each deadline. Regular status meetings are held to ensure proper progress is being made to ensure deadlines are met. Our history of growth, mainly through referrals, speaks to the commitment we have made to working with our clients to consistently meet all project goals including timetables and satisfying all necessary statutory requirements related to the work we perform. And our experience working with state insurance departments means that our consultants are well-versed in meeting the deadlines and statutory requirements of the regulatory environment.

- With a staff of 31 P&C actuarial professionals, we have the capacity to handle high volumes of work in a timely manner.
- On multiple occasions over the past decade, we have been approached by state insurance regulators to assist them with high-volume filing review projects. In all of these cases, we were able to handle this volume by arranging internal resources to handle more work than was ultimately needed.
- Our normal workflow and previous time commitments will not delay completion of any project under this contract, nor affect the quality of our work.
- We have a highly integrated information-sharing network that enhances our timeliness and efficiency. All information is accessible by each of our consultants. We have in-house expertise in databases, which provides the ability to analyze large amounts of data quickly and accurately in many different formats.

KEY PROJECT DATES

Please see our detailed project plan below. The following key project dates are based on the information provided by the OIC in the RFP document. The projected delivery dates are built upon the assumption that the project will commence on the dates supplied by the OIC. Delays out of our control may cause deviations from this schedule.

Note that we will submit a formal project status report to the OIC every two weeks, indicating whether each task in the attached workplan is on schedule for completion on the targeted completion date. Additionally, we plan to be in frequent communication with OIC personnel throughout the course of the project.

DATE	MILESTONE
05/21/24	OIC announces “Apparent Successful Contractor”
05/21/24	Begin contract negotiations between Davies and the OIC
06/14/24	Estimated beginning of contract period
06/17/24 – 06/30/24	Review WA’s commitment to transitioning care for incarcerated individuals
07/01/24-09/01/24	Interview key constituents, aggregate and summarize data
06/17/24-08/11/24	Gather industry actuarial data, if possible based on data develop indicated loss cost
09/02/24 – 10/06/24	Review result and develop recommendations
10/21/24 (no later than)	Draft report submitted from Davies to the OIC for review
11/14/24 (no later than)	Davies submits final report to OIC
11/24 – 03/25	Consultation with OIC and Washington Legislature, as requested
04/01/25	Estimated end of contract period

Please see our detailed Project Timeline on the page to follow.

Start	Wks	End
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(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.

The most straightforward outcome as a result of the delivery of these services is that we produce a final report for the OIC, no later than November 14, 2024, which can be used to provide our assessment and recommendations to the appropriate committees of the Washington State legislature. Additionally, we will attend legislative sessions as requested to answer questions or explain portion of our report. The measure of success of our final report and our interaction with legislative committees will be whether the recommendations in the report are understandable to our intended audience, whether they demonstrate robust actuarial and policy inquiry, and whether they are actionable.

A longer-term outcome of our work would be whether insurance availability for these healthcare providers improves in the next several years. One metric for evaluation could include:

What was the ratio of healthcare providers to individuals transitioning from a carceral setting in May 2024? (Our understanding is that the ratio is currently too low to provide all of the necessary services). What is the ratio two years after the policy recommendations have been implemented?

Please note that, as data call information is not guaranteed, we may not be able to develop credible estimates of loss or robust policy recommendations.

We recognize that for a wide variety of reasons, the legislature may not choose to implement our recommendations exactly as recommended. This may impact the metrics listed below and should be recognized during the evaluation process.

(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.

The primary project risk is the potential that sufficient data will not be available for quantitative analysis. The Respondent will attempt to mitigate this risk by searching for secondary research on the market, interviewing additional market participants if necessary, developing recommendations based on hypotheses that are as fully developed as possible given the limitations in available data, and suggesting ways to gather the data necessary to validate or refute those hypotheses.

(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.

LIST OF DELIVERABLES

- Status reports every two weeks.
- Draft and final reports which include descriptions of data used, analysis, findings, and recommendations.
- Attend legislative hearing or workgroups during the 2024-25 legislative session, as requested by OIC.

DATA NEEDED

Ideally, were a data call within our scope, we would request the following data from carriers for at least five (5) years of experience:

- For each loss:
 - a. Occurrence date of loss
 - b. Report date of loss
 - c. Cause of loss
 - d. Paid loss to date
 - e. Paid allocated loss adjustment expense (ALAE, such as attorney's fees) to date
 - f. Case loss to date
 - g. Case ALAE to date
 - h. Policy deductible (if relevant)
 - i. Policy limit
- Exposure information:
 - a. Does the policy cover one healthcare provider or one full-time equivalent representing several health care providers?
 - b. What type of healthcare provider is this?
 - c. How many visits per year?

However, we understand that this information may not be available to us, unless it is voluntarily provided by some carriers. And even if voluntarily provided, the subset of data may not be credible. Should we obtain data, maintaining the confidentiality of client data is very important. Employees are only permitted to access information and data that they require to perform their duties. We routinely produce and/or receive sensitive and confidential data, and access to this data is systematically restricted utilizing access management (authentication and authorization), encryption and intrusion detection, as deemed necessary. Data may be classified as sensitive or confidential based on evaluation by management. This evaluation will include an evaluation of our clients' needs/desire for data access management or other internal firm considerations. Prior to the commencement of work for any new client or new project for an existing client, a thorough review of data access needs will be undertaken with security permissions on files and folders implemented to allowed for appropriate access. If chosen for this engagement, we will discuss the confidentiality and security needs that are expected by the OIC and enact all of the appropriate measures required.

(C) Management Proposal and (D) Experience / Related Information

(A) Project Management

(1) Project Team Structure/Internal Controls

(a) In no more than five (5) 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.

PROPOSED PROJECT TEAM

If chosen for this engagement, we will provide the requested services through a project team led by **Rebecca Freitag (FCAS, MAAA)**. **Ms. Freitag will have prime responsibility and final authority for the work and will be available throughout the project for communication and consultation with OIC personnel.** Ms. Freitag has been in the actuarial field since 1997 and is the leader of our Regulatory Consulting Practice. She has provided assistance to numerous regulators during market investigations of insurance matters.

Ms. Freitag will be assisted by a team of internal actuaries and analysts as well as consultants from Alvarez & Marsal. Davies will be primarily responsible for:

1. Gaining information, based on interviews, regarding the key frequency and severity drivers of loss in this segment
2. Researching any relevant actuarial articles
3. Gathering industry actuarial benchmark information
4. Gathering carrier-specific loss and exposure information, if available
5. Gathering Washington state exposure information
6. Creation of actuarial exhibits and analysis, **if possible based on the available data**
7. Actuarial analysis of insurance cost, **if possible based on the available data**

The Alvarez & Marsal subcontracting team will be primarily responsible for:

1. Interviews with stakeholders, as defined in our Technical Proposal
2. Gain a deep understanding of Washington state laws and regulations related to this project
3. Summarize challenges in securing healthcare professional liability coverage for this class of business
4. Policy and budget recommendations, **if possible based on the available information**

The Davies team has worked frequently in the past with the Alvarez & Marsal team, and we feel that the combination of these two groups bring a unique combination of skill sets to the project. Davies as a firm, and specifically the team members for this project, have decades of experience in actuarial analysis of insurance market issues, as will be described further below. Alvarez & Marsal is widely regarded as a leading restructuring consultancy, having led some of the largest,

most complex, and highest-profile corporate restructurings in history – notably Lehman Brothers, Washington Mutual, and Silicon Valley Bank. The members of the A&M team proposed to support this engagement have more than 100 years of combined insurance industry experience.

Although this RFP is primarily directed towards actuaries, the union of the experienced market and regulatory actuarial skillset with the A&M policy recommendation and restructuring skillset will provide the OIC with the best possible outcome.

We anticipate the following team members:

Davies

- ✓ **Rebecca Freitag**, FCAS, MAAA, Senior Director
- ✓ Derek Chapman, FCAS, MAAA, Senior Director
- ✓ Rosemary Wickham, FCAS, MAAA, Senior Director
- ✓ Jeff Dozier, ACAS, MAAA, Senior Consulting Actuary
- ✓ Don Allan, ACAS, MAAA, Consulting Actuary
- ✓ Steve Onona, Consultant
- ✓ Austin Joost, Consultant
- ✓ Spencer Emous, Consultant

Alvarez & Marsal

- ✓ Doug Greer, Managing Director
- ✓ Scott Harrison, Managing Director
- ✓ James McDermott, Managing Director
- ✓ Mark Niemeyer, Senior Director
- ✓ Marco Blasetti, Manager

More information about our proposed project team is shown in the sections to follow.

INTERNAL CONTROLS

Davies takes pride in our rigorous review process. All work is both technically reviewed, and peer reviewed, by a party other than the one who performed the work. Technical review consists of:

- Testing of data gathering, cleaning, and manipulation
- Review of technical accuracy of actuarial exhibits

Peer review consists of:

- Review of actuarial methodologies, assumptions, and selections by another credentialed actuary
- Discussion of key ideas and proposal with another credentialed actuary
- Review of narrative and technical components of report, including finding and recommendations, for accuracy, clarity, and reasonableness

Both technical and peer review take place in real-time, during the course of the work. In this way, new ideas or different interpretations of the data and analysis can happen early in the process and be considered throughout.

In the organizational chart shown below, there are typically multiple Davies employees at each level of activity/review. This is to ensure optimal technical and peer review at each stage of the process.

Similarly, Alvarez & Marsal (A&M) has built a team of related but slightly diverse areas of expertise within the insurance industry, in order to best use the diversity of experience and thought in policy and budget recommendations.

Ms. Freitag, Mr. Chapman, Ms. Wickham, Mr. Dozier, and Mr. Greer will meet at the initiation of the project period to discuss Washington laws and regulations, develop interview questions, and begin research (both actuarial and other) on this specific area of healthcare professional liability.

Ms. Freitag, Mr. Chapman, Ms. Wickham, and Mr. Dozier will direct the actuarial review and analysis of benchmark information and any other data we may be able to receive. At a high level, they will evaluate potential actuarial drivers of the lack of insurance availability (such as adverse selection or high loss cost) for this class. They will direct and be responsible for any actuarial analysis that can be conducted.

Our Davies consultants, Mr. Allan, Mr. Onona, Mr. Joost, and Mr. Emous, will work with any available data, including industry data and state data, to attempt to develop actuarial indications.

Mr. Greer and his A&M team will primarily conduct the interviews. They will also conduct non-actuarial research regarding this area of healthcare professional liability. Mr. Greer will be the primary liaison with Davies. He will assist with interview question development, will develop and prioritize hypotheses regarding the cost of high insurance costs and potential solutions, will direct research and analysis to test the hypotheses, and will oversee the development of policy recommendations.

Mr. Harrison of A&M will provide subject matter expertise on regulatory and legislative matters, Mr. Niemyer of A&M will provide expertise on risk mitigation and procurement of insurance, and Mr. Blasetti will participate in interviews with key constituents and will also provide expertise on risk mitigation and procurement of insurance.

Throughout the project, Ms. Freitag, Mr. Chapman, Ms. Wickham, Mr. Scourtis, and Mr. Greer will have weekly meetings to discuss findings and recommendations to date. Mr. Greer will be the key liaison from his A&M group to the Davies team. He will present potential policy recommendations, along with their advantages and disadvantages, as his team develops them.

Bi-weekly status reports will be presented to OIC personnel, and Ms. Freitag will be available for further communication throughout the project.

The senior team (Ms. Freitag, Mr. Chapman, Ms. Wickham, Mr. Dozier, and Mr. Greer) will produce a report, including a discussion of our analysis and recommendations, that will be reviewed by all parties for clarity and reasonability.

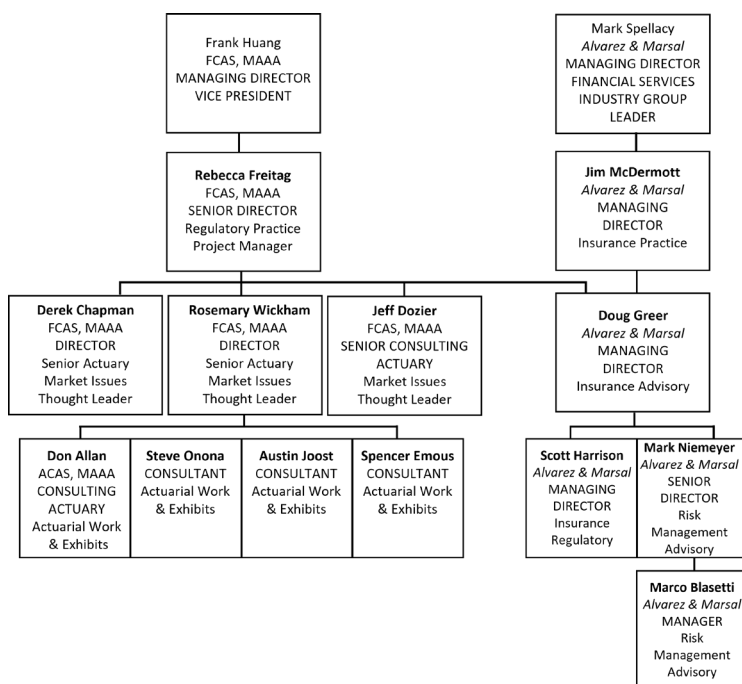
ORGANIZATIONAL CHART

Davies P&C actuarial consulting practice is organized in a manner that allows any employee to work on any client's business so that no person's expertise is under-utilized because another actuary is the lead consultant. We allocate our resources to our clients based on what expertise is needed. We understand that the staff named on this project cannot be substituted with other staff without express permission from the OIC, and we intend to use the named staff throughout the entirety of the project.

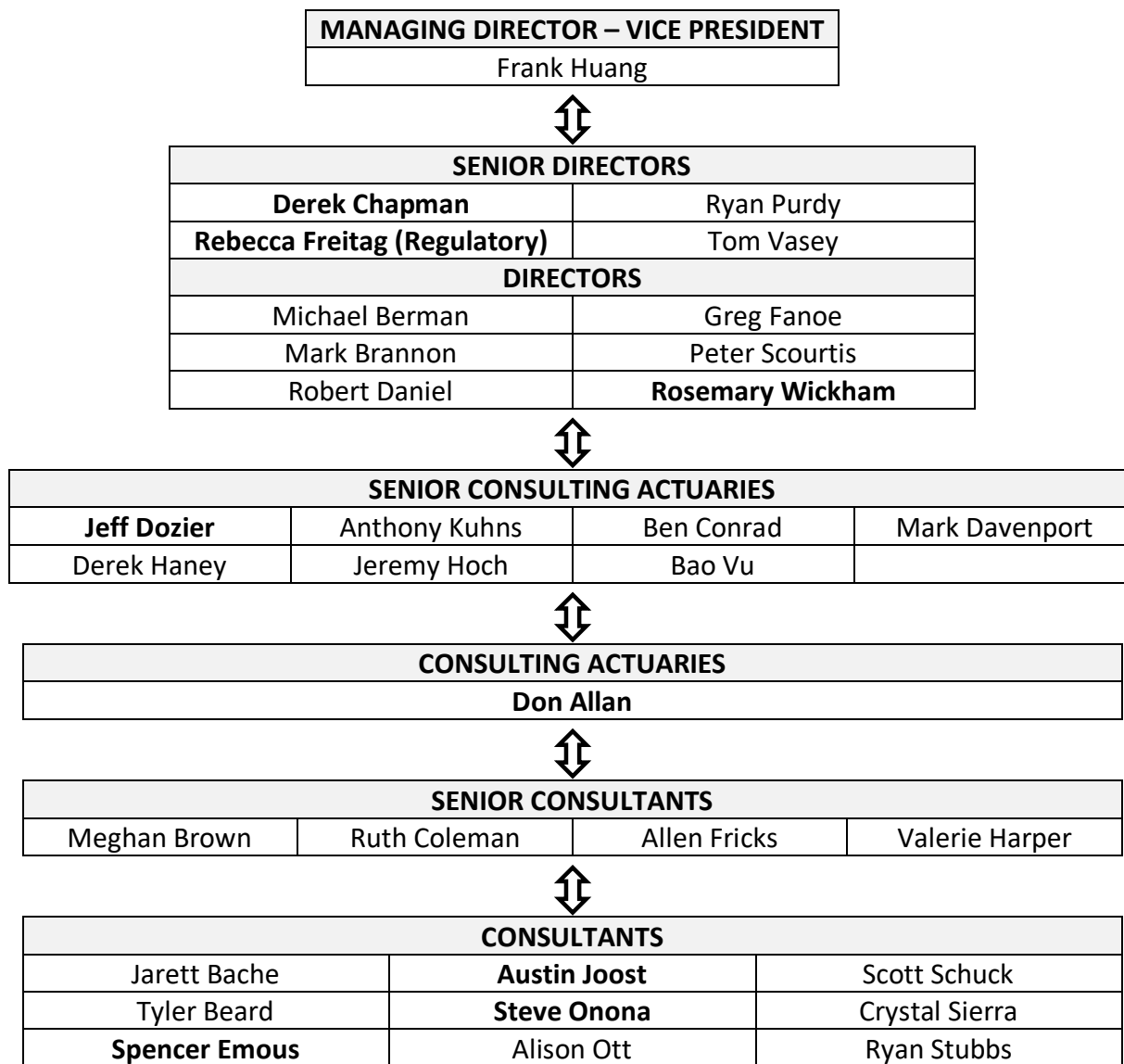
Given our structure and philosophy, traditional organization charts do not reflect our flexibility. So, we present two charts:

- #1 – Description of Anticipated Personnel for this Engagement
- #2 – Overview of Davies P&C Actuarial Consulting with General Lines of Responsibility

Organizational Chart #1 – Project Team (Unless otherwise noted, project team members are employees of Davies. Project team members have names in bold. Please see further information in text below on qualifications and roles of each member of the project team)



Organizational Chart #2 – Davies P&C Actuarial Structure (Project team members in bold)



(2) Staff Qualifications/Experience

(a) *In no more than **four (4) 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.*

Experience and qualifications are summarized below. Please see full biographies on resumes attached in next section for greater detail:

DAVIES/MERLINOS STAFF

REBECCA FREITAG, FCAS, MAAA started working in the actuarial field in 1997 and became a Member of the American Academy of Actuaries in 2009 and a Fellow of the Casualty Actuarial Society in 2010. She has worked both for insurance companies and consulting firms. She has been with Davies/Merlinos since 2009 and is now a Senior Director and leads our regulatory actuarial practice.

Ms. Freitag has conducted all types of actuarial regulatory work and has been the actuarial lead on many market conduct examinations, financial condition examinations, and rate filing reviews. She has participated in receivership and liquidation proceedings.

Ms. Freitag also was the Appointed Actuary for several years for a carrier that exclusively wrote medical professional liability. Additionally, she has worked as the reserving and pricing actuary for a wide range of senior care (including skilled nursing and assisted living) professional liability insurance carriers and captives.

Market conduct examinations/issues in which Ms. Freitag has functioned as the lead or a key actuary on behalf of regulators include:

- Work with the Department of Insurance on a coastal state regarding the restructuring of the homeowners/property residual market mechanism.
- Work on a multi-state examination of several carriers writing business in the lender placed auto insurance business.
- Multi-state examination of a very large carrier for the misreporting of premium by line and year. All 50 states and the District of Columbia participated in this examination.

In all of these circumstances, Ms. Freitag was charged with the presentation of clear and understandable findings and action-plans to non-actuary regulators. Her additional work of note includes:

- Examination of several carriers with misstated reserves, including a carrier that wrote asbestos and environmental exposures and a nonstandard auto carrier. Work with regulators to protect policyholders as a result of the challenges faced by these companies.
- Review of complex rating models for homeowners, personal auto, and other lines

- Review, in collaboration with a health actuary, of the reasonability of reserves for a very large long term care carrier.

If awarded this project, Ms. Freitag will function as the project manager. She will be responsible for all aspects of the project analysis and recommendations, as well as for regular communications with the OIC. She is also available to present to members of the Washington legislature. **Ms. Freitag anticipates spending 100 hours on this project.**

DEREK CHAPMAN, FCAS, MAAA will function as a senior actuarial lead on this project. He will direct inquiry and actuarial recommendations, to the extent they are possible.

Mr. Chapman has been in the actuarial field since 1999, became a Member of the American Academy of Actuaries and a Fellow of the Casualty Actuarial Society in 2008, and became a Chartered Enterprise Risk Analyst (CERA) in 2016. He is a Senior Director at Davies and leads our insurance practice.

Mr. Chapman has served as the Appointed Actuary and pricing actuary for two carriers writing medical professional liability insurance. As a CERA, he also routinely reviews carriers' Own Risk Self-Assessment (ORSA) submissions. **Mr. Chapman anticipates spending 50 hours on this project.**

ROSEMARY WICKHAM, FCAS, MAAA will function as a senior actuarial lead on this project. She will direct inquiry and actuarial recommendations, to the extent they are possible.

Ms. Wickham has been in the actuarial field since 1991, became a Member of the American Academy of Actuaries in 1999, and became a Fellow of the Casualty Actuarial Society in 2004. She is a Director at Davies.

Ms. Wickham has over 30 years of experience in working with healthcare professional liability insurance. She is the lead pricing and reserving actuary for a very large risk retention groups that provides professional liability insurance to nursing homes and assisted living facilities. She has also conducted reserve and pricing reviews for many captives providing healthcare professional liability coverage. Additionally, she has provided peer review on the actuarial analysis for a captive that provides medical malpractice insurance for providers of healthcare services in jails and prisons. Finally, she provides pricing and reserving actuarial services for the South Carolina Medical Malpractice Association. **Ms. Wickham anticipates spending 50 hours on this project.**

JEFF DOZIER, FCAS, MAAA will function as a senior actuarial lead on this project. He will direct inquiry and actuarial recommendations, to the extent they are possible.

Mr. Dozier has been in the actuarial field since 2013, became a Member of the American Academy of Actuaries in 2016, and became a Fellow of the Casualty Actuarial Society in 2021. He is a Senior Consulting Actuary at Davies.

Mr. Dozier has over 10 years of experience in working with healthcare professional liability insurance. He is the Appointed Actuary for a medical professional liability insurance carrier, and also conducts their pricing reviews. He is also the Appointed Actuary for a risk retention group that provides professional liability insurance for assisted living facilities. Finally, he is the reserving and pricing actuary for a group of captives that provide professional liability insurance to nursing homes. **Mr. Dozier anticipates spending 50 hours on this project.**

DON ALLAN (ACAS, MAAA), STEVE ONONA, AUSTIN JOOST, and SPENCER EMOUS are actuarial personnel with a wealth of experience in working with data and in designing and populating actuarial exhibits. In addition to working with detailed data that may be provided, they will search industry information to find actuarial benchmarks for this class of business. **Each of these personnel anticipate contributing 50 hours to the project, for a total of 200 hours.**

ALVAREZ & MARSAL STAFF

DOUG GREER, Managing Director, will have overall responsibility for A&M's portion of the project. Doug will coordinate with M&A regarding the design of data requests from carriers; develop questions for, and direct interviews with, key constituents; assist the broader team to develop and prioritize hypotheses regarding the causes of high insurance costs and potential solutions; direct research and analyses to test the hypotheses; and oversee the development of policy recommendations. **He anticipates contributing 100 hours to the project.**

SCOTT HARRISON, Senior Advisor, will report to Doug Greer. Scott will work primarily on research, analysis and recommendations related to regulatory policies. He will provide subject matter expertise on regulatory and legislative matters, and residual market functions. **He anticipates contributing 80 hours to the project.**

JAMES McDERMOTT, Managing Director and Insurance Practice Leader, will provide subject matter expertise focused on reinsurance solutions. He will also provide quality control review of A&M's deliverables prior to their final submission. **He anticipates contributing 30 hours to the project.**

MARK NIEMEYER, Senior Director and Risk Management Leader, will provide subject matter expertise related to risk mitigation and procurement of insurance. **He anticipates contributing 80 hours to the project.**

MARCO BLASETTI, Manager focused on Risk Management Advisory, will participate in interviews with key constituents and provide subject matter expertise related to risk mitigation and procurement of insurance. **He anticipates contributing 140 hours 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.*

We commit that the staff/subcontractors identified here will actually perform the assigned work, and we understand that any staff substitution must have the prior approval of the OIC. On the pages to follow, we have provided full biographies/resumes for our proposed project team.

Rebecca Freitag, FCAS, MAA

<p>Rebecca Freitag Senior Director & Consulting Actuary</p> <p>Davies 5550 Peachtree Parkway, Suite 600 Peachtree Corners, Georgia 30092</p> <p>678.684.4866 rebecca.freitag@us.davies-group.com</p> <p>Professional Designations</p> <ul style="list-style-type: none"> ▪ Fellow of the Casualty Actuarial Society (2010) ▪ Member of the American Academy of Actuaries (2009) <p>Education University of Maryland at Baltimore County, B.A., Mathematics <i>Summa Cum Laude</i></p> <p>Résumé Davies <i>f.k.a. Merlino & Associates</i> (2009 – Present)</p> <p>Towers Watson (2007 – 2009)</p> <p>Temima High School (2002 – 2007)</p> <p>Farmers Insurance (2000 – 2002)</p> <p>Zurich Insurance (1998 – 1999)</p> <p>USF&G (1997 – 1998)</p>	<p>Rebecca Freitag has been in the actuarial field since 1997. She currently leads the actuarial regulatory consulting practice for Davies North America. Her primary areas of focus have been:</p> <ul style="list-style-type: none"> ▪ Lead actuary on market conduct examinations related to actuarial topics, including litigation support for the regulators when resolution could not be reached with the companies. ▪ Examination actuary assisting regulators on risk-focused financial examinations and target examinations. Examined companies ranged from small trouble companies to large global groups, and lines of business reviewed include almost all P&C lines. Proficient in the use of TeamMate. ▪ Rate filing review for state insurance departments, including review of complex models. ▪ Statements of Actuarial Opinion and supporting reserve analyses, especially for Medical Professional Liability, Senior Care, and Surety carriers. ▪ Estimation of required loss and expense reserves for commercial lines insurers and captives. ▪ Ratemaking and rate filing preparation for personal and commercial lines insurers. ▪ Audit support to accounting firms related to self-insured liabilities. ▪ Captive funding studies. ▪ Assistance in due diligence related to mergers and acquisitions. ▪ Review of fair value insurance contract liabilities for purchase price allocation. ▪ Evaluation of changing reinsurance contracts on insurer liabilities. ▪ Risk-transfer testing. ▪ Production of rating software for underwriters, including experience rating software. <p>Prior to joining Merlino-Davies in 2009, Ms. Freitag worked for the actuarial consulting firm of Towers Perrin for two years. She has also worked for Farmers Insurance Group and USF&G.</p>
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Derek Chapman, FCAS, MAAA, CERA

<p>Derek Chapman Senior Director & Consulting Actuary</p> <p>Davies 5550 Peachtree Parkway, Suite 600 Peachtree Corners, Georgia 30092</p> <p>678.684.4856 derek.chapman@us.davies-group.com</p> <p>Professional Designations</p> <ul style="list-style-type: none"> ▪ Fellow of the Casualty Actuarial Society (2008) ▪ Member of the American Academy of Actuaries (2008) ▪ Chartered Enterprise Risk Analyst (2016) <p>Education University of Georgia, B.S., Mathematics</p> <p>Résumé Davies <i>f.k.a. Merlinos & Associates</i> (2006 – Present)</p> <p>ZC Sterling (2005 – 2006)</p> <p>Watson Wyatt Worldwide (2005)</p> <p>Affiliated Computer Services (1999 – 2005)</p>	<p>Derek Chapman has been in the actuarial and insurance field since 1999. He joined our firm in August 2006. His experience includes:</p> <ul style="list-style-type: none"> ▪ Estimation of required loss and expense reserves for personal and commercial lines insurers, including serving as Appointed Actuary. ▪ Evaluation of loss reserve adequacy and rate adequacy as part of company acquisitions. ▪ Serving as Loss Reserve Specialist for Bermuda-domiciled insurers ▪ Development of simulation models supporting commutation of excess workers compensation reinsurance coverage, loss reserve development, excess loss development, reinsurance adequacy, and surplus adequacy. ▪ Assistance on financial examinations for state insurance departments, including risk-based examinations. ▪ Analysis of personal and commercial lines insurance rating variables and competitive rate analysis. ▪ Ratemaking and rate filing preparation for personal and commercial property insurers including incorporation of catastrophe model results and assumptions. ▪ Ratemaking and rate filing preparation for commercial liability lines. ▪ Complex rate filing review for state insurance departments. <p>Prior to entering the property and casualty field, he worked in software development for five years and pension consulting for one year. His prior work includes:</p> <ul style="list-style-type: none"> ▪ Actuarial valuation of defined benefit plan liabilities and calculation of pension plan benefits. ▪ Assistance with homeowners insurance form development and filing. ▪ Design and implementation of multi-tiered software applications for the pharmacy benefits management industry.
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Rosemary G. Wickham, FCAS, MAAA

<p>Rosemary Wickham Director & Consulting Actuary</p> <p>Davies 5550 Peachtree Parkway, Suite 600 Peachtree Corners, Georgia 30092</p> <p>678.684.4844 rosemary.wickham@us.davies-group.com</p> <p>Professional Designations</p> <ul style="list-style-type: none"> ▪ Fellow of the Casualty Actuarial Society (2004) ▪ Member of the American Academy of Actuaries (1999) <p>Education Appalachian State University, B.S., Applied Mathematics with concentration in Actuarial Sciences</p> <p>Résumé Davies <i>f.k.a. Merlino & Associates</i> (1991 – Present)</p>	<p>Rosemary Wickham has been in the actuarial field since 1991. Her experience has been primarily as a consultant, and includes the following:</p> <ul style="list-style-type: none"> ▪ Development of rates structures and rates, and annual renewal rate studies for captives, risk retention group, insurance agencies and self-insurance trusts. ▪ Evaluations of self-insured funding levels. ▪ Preparation of feasibility studies and financial projections for captives, risk retention groups, self-insurance trusts, and insurance companies. ▪ Preparation of actuarial reports and statements of opinion for various insurance companies and self-insured entities. ▪ Financial Examination Assistance for State Insurance Departments, encompassing all aspects of the examination process. ▪ Development and implementation of actuarial databases for monitoring reserves and rates. ▪ Actuarial assistance to companies, regulators, captive managers and attorneys during captive application process and subsequent to captive formation. ▪ Preparation of Statutory Annual Statement Schedule P for insurance companies. Involvement has included reconciliation of general ledger to company database and to the actuarial report, and assistance to the client's independent auditors. ▪ Assisted on actuarial projections used in professional testimony related to a liquidated self-insurance fund, including database analysis. ▪ Reviews of rate filings for State Insurance Departments. Issues reviewed include compliance with State insurance regulations, review of actuarial support and actuarial judgment used in rate indications, and review of calculations.
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Jeff C. Dozier, FCAS, MAAA

<p>Jeff Dozier Senior Consulting Actuary</p> <p>Davies 5550 Peachtree Parkway, Suite 600 Peachtree Corners, Georgia 30092</p> <p>678.684.4878 jeff.dozier@us.davies-group.com</p> <p>Professional Designations</p> <ul style="list-style-type: none"> ▪ Fellow of the Casualty Actuarial Society (2021) ▪ Member of the American Academy of Actuaries (2016) <p>Education University of Georgia, MEd, Education BBA, Finance <i>Magna Cum Laude</i></p> <p>Résumé Davies <i>f.k.a. Merlinos & Associates</i> (2013– Present)</p> <p>Milton High School (2003 – 2013)</p>	<p>Jeff Dozier has been in the actuarial and insurance field since 2013. His experience includes:</p> <ul style="list-style-type: none"> ▪ Analysis of loss and loss expense reserves for insurance companies, captives, risk retention groups, and self-insurance funds. ▪ Ratemaking for personal lines of business, with primary focus on property insurance in coastal states. ▪ Development of funding studies for various captives and self-insured entities, mainly for long term care facilities. ▪ Analysis of catastrophe model results and assumptions, including developing techniques to incorporate these results in the analysis of reinsurance programs and various rating programs. ▪ Providing treaty and structured reinsurance pricing support across all lines of business. ▪ Aiding examinations of insurance companies for State Departments of Insurance. ▪ Creating competitive comparison tools and reports for the Florida and Louisiana insurance industries.
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Donald Allan, ACAS, MAAA

<p>Don Allan Consulting Actuary</p> <p>Davies 5550 Peachtree Parkway, Suite 600 Peachtree Corners, Georgia 30092</p> <p>770.1453.9771 don.allan@us.davies-group.com</p> <p>Professional Designations</p> <ul style="list-style-type: none">▪ Associate of the Casualty Actuarial Society (2019)▪ Member of the American Academy of Actuaries (2022) <p>Education University of North Texas, B.S., Mathematics</p> <p>Résumé Davies <i>f.k.a. Merlinos & Associates</i> (2022 – Present)</p> <p>Erie Insurance (2020 – 2022)</p> <p>Amtrust Financial Services (2015 - 2020)</p>	<p>Don Allan has been in the actuarial field since 2015, working inside and outside the insurance carrier marketplace. His experience includes:</p> <ul style="list-style-type: none">▪ Estimating quarterly and year-end loss & LAE reserves for traditional insurance companies, self-insured entities, and PEOs.▪ Pricing new and renewal business for both personal and commercial lines.▪ Developing and refining actuarial models, statistical curve fitting, and Generalized Linear Models.▪ Conducting rate filing and complex model reviews on the behalf of Departments of Insurance.▪ Reviewing reserves, including Statements of Actuarial Opinion, for Financial Examinations.▪ Assist in actuarial due diligence for acquiring entities.
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Spencer Emous

<p>Spencer Emous Consultant</p> <p>Davies 5550 Peachtree Parkway, Suite 600 Peachtree Corners, Georgia 30092</p> <p>770.453.9771 spencer.emous@us.davies-group.com</p> <p>Professional Designations</p> <ul style="list-style-type: none">▪ In Progress <p>Education University of Georgia, B.B.A., Economics (Actuarial Science Certificate)</p> <p>Résumé Davies <i>f.k.a. Merlino & Associates</i> (2022 – Present)</p> <p>Tri-State Electrical Contractors (2020)</p>	<p>Spencer Emous joined our firm in 2022 as an actuarial analyst. He is new to the insurance and actuarial field after graduating from the University of Georgia with a B.A. in Economics with an Actuarial Science Certificate. He is currently pursuing a Fellowship designation from the Casualty Actuarial Society. His experience includes:</p> <ul style="list-style-type: none">▪ Updating the development of actuarial reports and statements of actuarial opinion for various insurance companies and captives.▪ Tracking filings and calculating batch rate analysis for companies within the Florida homeowners insurance market.▪ Providing advanced geographical analysis using Python.▪ Providing quantitative analysis and statistical modeling for projects like funding studies, rate indications and insurance market analysis/research using Python.
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Austin Joost

<p>Austin Joost Consultant</p> <p>Davies 5550 Peachtree Parkway, Suite 600 Peachtree Corners, Georgia 30092</p> <p>770.453.9771 austin.joost@us.davies-group.com</p> <p>Professional Designations</p> <ul style="list-style-type: none"> Exams FM and P of the Society of Actuaries <p>Education University of Georgia, B.B.A., Risk Management and Insurance (Actuarial Science Certificate)</p> <p>Résumé Davies <i>f.k.a. Merlino & Associates</i> (2022 – Present)</p> <p>Farmer's Oconee Pharmacy (2016 – 2020)</p>	<p>Austin Joost joined our firm in 2022 as an actuarial analyst. He is new to the insurance and actuarial field after graduating from the University of Georgia with a B.B.A. in Risk Management and Insurance with an Actuarial Science Certificate. He is currently pursuing a Fellowship designation from the Casualty Actuarial Society. His experience includes:</p> <ul style="list-style-type: none"> Data analysis and organization in programs such as Microsoft Excel and Access to be used in a variety of actuarial analyses. Assisting with reserve analyses, rate indications, and rate filings for a variety of property and casualty insurers. Assisting with the development of actuarial reports and statements of opinion for various insurance companies and captives. Assisting with the development of competitor comparison files for the state of Florida.
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Steve Onona

<p>Steve Onona Consultant</p> <p>Davies 5550 Peachtree Parkway, Suite 600 Peachtree Corners, Georgia 30092</p> <p>678.684.4860 steve.onona@us.davies-group.com</p> <p>Professional Designations</p> <ul style="list-style-type: none">▪ Exams 1, 2, 3ST, MAS2, C1, MAS1, and C2 of the Casualty Actuarial Society <p>Education University College of London, BSc (Honors), Statistics, Computing, Operational Research, & Economics</p> <p>Résumé Davies <i>f.k.a. Merlino & Associates</i> (2022 – Present)</p> <p>Lawyers' Professional Indemnity Co. (2013 – 2021)</p> <p>Northbridge Financial (2010 – 2013)</p> <p>Aviva Insurance Co. (2008 – 2010)</p> <p>Chaucer Syndicates, Ltd. (2004 – 2007)</p>	<p>Steve Onona has been in the actuarial and insurance field since 2004. Before joining our firm in 2022, his career spanned insurance carriers and Lloyd's syndicates. His experience includes:</p> <ul style="list-style-type: none">▪ Directing actuarial services at an insurance carrier with responsibility for leading all reserving and rating functions. Also reviewing investments and serving as point-of-contact with external and internal auditors.▪ Implementing new and enhanced reserving methods.▪ Optimizing efficiency and accuracy of reinsurance submissions.▪ Performing portfolio transfer calculations.▪ Calculating deferred policy acquisition costs.▪ Identifying, testing, and introducing new actuarial software.
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SUBCONTRACTOR: Alvarez & Marsal

Douglas Greer

Managing Director | Insurance Financial Advisory

Douglas Greer provides advice to organizations on financial, operational and strategic issues. His primary areas of focus include evaluating and developing strategic business plans and developing analytics to enhance data-driven decision making.

With more than 25 years of business experience, Mr. Greer has advised clients on market assessments, acquisitions and divestitures, performance improvement initiatives and business due diligence. His clients include operating companies, investors, policyholder groups and state insurance regulators.

Within the insurance sector, Mr. Greer's assignments include:

- Property Insurance – Assisted a state insurance regulator to assess the adequacy of insurers' responses to a major catastrophe and develop policy recommendations to stabilize the market
- Health Insurance – Evaluated a major medical carrier's network adequacy, and developed policy recommendations to improve the state insurance regulator's ability to oversee medical network adequacy
- Homeowners' Insurance – For an insurance regulator, evaluated the adequacy of coastal vs. inland premiums
- Property MGU – Interim Chief Financial Officer for a managing general underwriter focused on the catastrophe-exposed homeowners' insurance market
- Specialty Insurance – Supported board and CEO of \$2 billion specialty P&C underwriter to develop analyses and presentation for its rating agency, resulting in the removal of a negative outlook on its rating
- P&C Insurance – Assisted a P&C insurer to evaluate a complete or partial run off versus a strategic sale
- Financial Guaranty Insurance – Developed long-tail risk model to estimate capital requirements
- Auto Insurance – Developed a financial projection model for a P&C carrier's auto insurance business
- Homeowners' Insurance – Developed analytics to support global settlement of more than 1,000 disputed claims

Prior to joining A&M, Mr. Greer spent six years with a consulting firm in New York, where his experience included strategic advisory, turnaround and restructuring assignments. He also spent five years in the corporate finance and private equity industries, most recently as an investment professional focused on debt-for-control transactions.

Mr. Greer earned a bachelor's degree in mechanical and aerospace engineering from Cornell University and an M.B.A. from Northwestern University's Kellogg School of Management. He has earned Certified Turnaround Professional (CTP) and Certified Insolvency and Restructuring Advisor (CIRA) designations.

Scott Harrison

Senior Advisor | Insurance Regulatory

Scott Harrison is a Senior Advisor with Alvarez & Marsal's Financial Services Industry Group, focused on the insurance sector. He serves as a trusted advisor to insurance companies and their strategic partners seeking regulatory, compliance and corporate governance solutions.

For more than 35 years, Scott has helped companies improve operations, manage their businesses and mitigate risk in a rapidly changing regulatory environment. He provides counsel on business and public affairs strategies, issue advocacy, corporate governance, the development of regulatory and legislative policy and market regulation/compliance. National insurance companies, banks and trade associations are among Scott's key clients.

Scott serves as Executive Director for the Affordable Life Insurance Alliance (ALIA), an independent insurance trade association with the mission to fundamentally reform state laws and regulations governing life insurance reserves.

He has also represented a group of life insurance companies on complex reserve valuation issues before states and the National Association of Insurance Commissioners. This initiative resulted in the ongoing effort to replace the current valuation system with a principles-based approach.

Scott has worked as Deputy Superintendent of the New York State Insurance Department and as Deputy Commissioner of the Delaware Insurance Department.

Additionally, Scott served as interim Chief Compliance Officer for a Fortune 500 life and health insurance company and as partner at KPMG LLP where he managed the firm's national insurance regulatory practice. He was on the Board of Directors of a New York life insurance company as a member of its Audit and Investment committees.

Scott holds a J.D. from Suffolk University Law School and a B.A. in Political Science from Gordon College. He is admitted before the Supreme Court of the United States and is licensed to practice law in the District of Columbia and in the state and federal courts of Delaware, Massachusetts and Pennsylvania.

Scott is a frequent speaker before insurance groups and associations on compliance, privacy and the emerging issues concerning the financial services industry.

Jim McDermott

Managing Director | Insurance Practice Leader

James (Jim) McDermott leads A&M's U.S. insurance and risk advisory practice. He specializes in financial and strategic advisory and interim management roles. He brings more than 35 years of experience, including CEO, CFO, EVP Operations and Technology and Controller positions in publicly traded and private equity held organizations across nearly all sectors of the insurance industry.

Over the course of his career, Mr. McDermott has advised Boards of Directors and senior management on complex accounting and actuarial issues, SEC investigations, related party transactions and matters involving shareholder derivative actions. He has led or been an integral part of the acquisition or disposition of 25 operating companies and public capital markets transactions exceeding \$3.4 billion.

In one prior role, Mr. McDermott was Chief Financial Officer of PennCorp Financial Group, a \$6 billion financial services firm, where he helped lead an operational stabilization, debt reduction and recapitalization plan.

Recently Mr. McDermott has advised organizations and regulators on a variety of issues including (i) transition of an organization from an independent to a captive distribution channel, (ii) potential acquisition of one of the largest long-term care writers in the US by a multinational buyer, (iii) analysis of a new line of business for a global excess and surplus lines writer, (iv) Form A support and review for a US regulator of an international acquirer of a large life insurer and (v) analysis of historical coastal vs inland pricing critical to recent legislation.

Prior Insurance Industry Management Experience:

- Organizational and Operational Improvement – Mr. McDermott's representative experience includes (i) overhaul of financial and actuarial disciplines, reporting structures and information systems, (ii) redesigning departmental workflows for systems, care management, claims and policyholder services, (iii) designing and implementing a successful "in-sourcing" including new hires and process and workflow redesigns, (iv) redesigning budgeting, planning, reporting, consolidation and financial period close procedures and (v) coast-to-coast corporate relocation
- Product Profitability – Mr. McDermott has significant experience improving the profitability of underperforming lines of business such as interest-sensitive life, long-term care and disability income insurance
- Financial Restructuring – Mr. McDermott has been recognized for his leadership in financial restructuring of insurance, manufacturing, banking, retail and consumer services companies. Within the insurance sector, he has restructured companies and holding company systems in the life, annuity, disability and long-term care sectors

Mr. McDermott earned bachelor's degrees in accounting, actuarial science and quantitative analysis, from the University of Wisconsin School of Business. Mr. McDermott has been admitted and testified as an expert in U.S. Federal District Court on acquisition due diligence matters.

Mark Niemeyer

Senior Director | Insurable Risk Management Advisory

Mark Niemeyer is a Senior Director within the Financial Services Industry Group (FSIG). He leads the Insurable Risk Management Advisory team within FSIG's Insurance and Risk Advisory Services (IRAS) practice.

The Insurable Risk Management Advisory team provides independent perspective, diagnostics, leadership, action and results in the corporate management of insurable risks across a wide spectrum of industry sectors and situations – particularly around deals, disruption and distress – and often through co-engagements with other A&M practices in transactions advisory, private equity services, business performance improvement and corporate restructuring.

Mr. Niemeyer is a subject-matter expert and consultant in the corporate management of insurable risk (insurance, claims, captives and surety). He has delivered functional leadership, performance improvement and situational support to numerous multi-billion-dollar companies (both national and global in scope) in the industrial, energy, transportation, construction, healthcare, retail & consumer goods, financial services, education, non-profit and government sectors (including public-traded, private equity and closely held companies).

Corporate leadership, boards, private equity sponsors, buyers, sellers, trustees, committees and stakeholders engage him for: diagnostics, diligence and strategy; functional/project leadership and change/transformation management; M&A transaction enhancement, carveout standups & integrations; situational relief (deals, disruptions and distress); and results (functional & financial improvement/optimization, business resiliency and situational relief). He is also called upon to provide business strategy and situational consulting within the insurance industry vertical.

Mr. Niemeyer brings 30+ years of experience and deep expertise to his role. Prior to joining A&M, he was a Senior Vice President for two Top-5 global brokers, where he developed & led global service teams, drove risk management strategy & implementation, and undertook outsourced risk management engagements for multi-national companies with complex risk profiles

Mr. Niemeyer graduated Summa Cum Laude from Seton Hall University, where he earned his bachelor's degree in business administration with a concentration in Economics. He subsequently earned his MBA from University of Pittsburgh's Katz Graduate School of Business, and his Chartered Property & Casualty Underwriter (CPCU) and Associates in Fidelity & Surety Bonding (AFSB) designations from American Institute of Insurance. Mr. Niemeyer is a licensed property & casualty broker (and/or counselor) in 50 U.S. States.

Marco Blasetti

Manager | Risk Management Advisory

Marco Blasetti is a Manager with Alvarez & Marsal's Risk Management Advisory Practice in New York City. Mr. Blasetti has broad expertise in Property & Casualty coverage, risk due diligence and contractual risk transfer. Mr. Blasetti has worked with leading private equity firms and Fortune 1000 companies to identify and manage risk and maximize their risk management investments.

Prior to joining A&M, Mr. Blasetti helped identify key risk issues, potential synergies, and economies of scale for M&A transactions for corporate and private equity clients with a leading risk consulting firm.

Mr. Blasetti's broad coverage experience in property, general liability, professional liability (including Medical Malpractice), automobile liability, workers compensation and pollution liability has allowed him to identify risk transfer techniques to assist client in implementing cost-efficient risk management programs. He also advises his clients on operational improvements and risk management processes to optimize financial performance and meet regulatory requirements. Marco also has broad experience with multiple risk vendors and brokers advocating for clients on insurance placements and claims.

Mr. Blasetti's experience and knowledge spans industries, most notably energy, healthcare, infrastructure, retail, and food/restaurants. Mr. Blasetti's experience with private equity funds of virtually all industries provides him the unique ability to assist his clients and help them drive the most appropriate programs for their risk exposures.

Mr. Blasetti earned his bachelor's degree with honors from Manhattanville College with a degree in Economics. Mr. Blasetti brings exceptional MS Office and loss modeling skills to the team. In addition, Mr. Blasetti is active in RIMS and pursuing his ARM certification.

(B) Experience of the Vendor (no more than four (4) pages)

(1) Indicate the experience, including months/years, the Vendor and any subcontractors has in the following areas:

Required:

- *Responsibilities held in the last three (3) years substantially the same as, or very similar to, the Scope of Work in Section 1.2 of this RFP.*
- *Contract work completed in less than a year without breaching terms of the contracts or missing expectations, including deadlines and deliverables.*

Additional:

- *Experience or work history with administrative regulations, or government funded studies.*

Members of the Davies team have over 30 years combined experience in market conduct work, including policy suggestions related to difficult markets. Projects worked on in the last three years include:

- Evaluating and suggesting changes to the property residual market mechanism of a coastal state (3 years)
- Market conduct examination of several carriers providing insurance in the lender placed auto market, including suggestions for alternate products (6 years)
- Market conduct review of pricing activities of private passenger auto carriers in a given state (3 months, in progress)

Ms. Freitag has worked under contract as the examining actuary on dozens of financial examinations, including situations in which reserves were understated. All were completed in less than one year without a breach of the contract terms or missing expectations, including all risk-focused financial examination steps and the final report. Status reports were sent regularly, in accordance with expectations. Her work history with administrative regulations or government funded studies includes:

- Retained to help address insurance availability crises and opining on the feasibility of establishing state insurance mechanisms.
- Assisted on proposed regulation related to the use of credit reports in personal lines underwriting and rating.
- Drafted Regulations and Bulletins for two states related to credit property and creditor placed insurance products.
- Quantified revenue and other effects of a proposed state legislation including changes to the Premium Tax Statutes and Mandatory Auto Insurance Law.
- Reviewed the effect of second injury fund law changes on rates and loss costs.
- Consulted with an insurance department and governor's office on how to alleviate certain medical malpractice issues their state was facing.
- Analyzed catastrophe exposure using industry data and computer models as part of our work reviewing the filings made by a state's FAIR Plan.

PROPRIETARY INFORMATION

Medical Malpractice Experience

Our consultants have more than 20 years of medical malpractice insurance consulting experience involving both private insurance companies and insurance regulatory bodies in numerous states. We have provided actuarial consulting to more than 12 professional liability entities including several physician-focused insurance companies.

As noted above, all of the senior actuaries on this project (Rebecca Freitag, Derek Chapman, Rosemary Wickham, and Jeff Dozier) have performed pricing and reserving work for insurance carriers, RRG's or captives which provide healthcare professional liability insurance coverage for at least ten years, inclusive of the last three. Ms. Wickham has experience specifically with a captive which provides healthcare professional liability for medical providers in prisons and jails.

Regulatory/Quasi-Regulatory Experience

Our knowledge of the medical professional liability industry is augmented by our in-depth understanding of the regulatory aspects of this exposure. Our work on this side of the industry includes:

- Assisting the West Virginia Offices of the Insurance Commissioner and the Governor's office on how to alleviate medical malpractice issues in that state.
- Financial examinations involving medical professional liability reserves.
- Medical malpractice rate filing reviews for various state insurance departments.
- Expert testimony at medical professional liability rate hearings.
- Assistance to the IRS in a tax case related to the appropriateness of medical malpractice premiums being charged.
- Performing studies for insurance commissioners in Mississippi and Wyoming related to the possible formation of medical professional liability joint underwriting associations.
- Assisting the Wisconsin insurance department with an audit of that state's patient compensation fund.
- Rate work, reserve work, and tort reform studies the South Carolina Patients Compensation Fund and the South Carolina Joint Underwriting Association (also built a pro-forma model of the JUA's operations to scenario-test funding shortages).
- Analysis of the medical malpractice markets in Tennessee and Georgia.
- Evaluating the carried reserves of the Indiana Residual Malpractice Insurance Authority, which provides medical professional liability coverage to professionals and corporations in Indiana's residual market.
- Funding, surcharge, and alternative rate analyses re: the Indiana Patient's Compensation Fund on behalf of the Indiana State Medical Association

PROPRIETARY INFORMATION

Insurance Company Experience

Our insurance company medical malpractice experience includes:

- Product development, rate analysis, and pricing including pricing of ancillary coverages.
- Rate filing support and regulatory compliance assistance.
- Analyses of loss and loss expense reserves, ***including reserves of an entity that provides professional liability coverage to healthcare providers in jails and prisons.***
- Providing statutory statements of actuarial opinion.
- Modeling impact of potential policy coverage changes.
- Guidance in rating and underwriting large accounts.
- Developing an insurer-specific model for establishing the unpaid earned premium reserve for death, disability, and retirement extended reporting endorsements.

New Company Formations

Our consultants are also experts in the formation of new insurance companies. Our start-up work involves the items mentioned above as well as:

- Reviewing and evaluating our client's business models.
- Assisting with business plan and regulatory application documents.
- Drafting of rating manual and establishment of initial rate levels.

As these companies mature, we have assisted them with expansion into new lines of business and states, optimization of rating plans, and through mergers and changes in company organization.

Alvarez & Marsal, the subcontractor, have many types of experience in the last three years related to interviewing key parties, gathering quantitative and qualitative information, and developing policy recommendations. For instance:

- Data Call and Market Analysis - The Mississippi Insurance Department ("MID") retained A&M to assess the adequacy of homeowners' insurance premiums by zip code within the state, as required by newly enacted legislation (the "Clarity Act"). Similar legislation had led to significant controversy in nearby states regarding the meaning of the data that was collected and published. To ensure that our work enhanced clarity, A&M designed a *comprehensive* data call and analysis, and A&M summarized the results in a consumer-friendly, non-technical manner to avoid misinterpretation.
- Data Call and Market Analysis - A&M assisted the Oklahoma Insurance Department ("OID") to evaluate Oklahoma's homeowners' insurance market after a major catastrophe. A&M gathered data on more than 80,000 claims from 170 insurance operating companies, conducted surveys and interviews, and analyzed the market structure. Our analysis was presented simply, with an emphasis on actionable policy recommendations.

PROPRIETARY INFORMATION

- Wind Pool Depopulation - Citizens Property Insurance Corporation of Florida ("CPIC") engaged A&M to evaluate a depopulation initiative that would incentivize carriers to accept policies from CPIC in exchange for low-cost funding. A&M's final report was also presented before the Florida State legislature.
- Data Analysis for Wind Pool - The Texas Department of Insurance ("TDI") retained A&M to provide fact-based analyses and communications related to the 93,000+ hurricane Ike claims filed against the Texas Windstorm Insurance Association ("TWIA"). A&M analyzed 15 million rows of data and 35,000 data fields to assess the quality of TWIA's claim handling, highlight issues, and develop improvement recommendations.

(2) Indicate other relevant experience that indicates the qualifications of the Vendor, and any subcontractors, for the performance of the potential contract.

Other Davies market conduct work (not performed in the past three years) which demonstrates our ability to incorporate data from disparate sources and make pertinent recommendations includes:

- Lead actuaries on market conduct examination in which every state and the District of Columbia participated, related to the premium reporting of a large insurance conglomerate. Our methodology for determining the misreported premium and our presentation of this by non-actuaries was cited by a federal judge as displaying "uncommon clarity."
- Lead actuaries on multi-state market conduct examination of two key carriers providing lender-placed homeowners (and other property) insurance. Our recommendations became the standard for one state's legislative action and another state still engages us to review all lender-placed filings that are submitted.

Our consultants are often engaged by regulators to perform examinations and special studies of insurance issues. These projects span P&C, life, and health lines of business, and they have ranged from examinations of single issues with single companies to examination of all carriers in a certain market. The focus of these examinations has been extremely varied, with some focusing on very high-level examinations of excessiveness of rates and profitability in non-competitive markets, while others saw us reviewing detailed pricing of all individual class variables for large carriers in very competitive markets.

We work with the regulators to understand the nature and scope of the investigation and how our services specifically fit into the goals of the investigation. Our staff has been involved in behind-the-scenes roles, focusing efforts on research and quantitative support, and more forward-facing roles, including attending meetings and interviews with personnel of the entity being examined.

PROPRIETARY INFORMATION

(3) Include a list of work the Vendor has completed during the last five years that relate to the Vendor's ability to perform the services needed under this RFP. List client company name, time frame, contact persons, telephone numbers, and email addresses.

Medical/Healthcare Professional Liability Experience

In the last five years, we have performed reserving and/or pricing studies for the following entities that provide healthcare professional liability insurance:

- South Carolina Medical Malpractice Association – From 2009 to the present, we have performed reserving and pricing studies for this entity which insures all classes of medical professional liability insurance in the state of South Carolina (SC JUA and SC PCF). Rosemary Wickham is the lead actuary on this project.
Contact: Timothy Ward, Timothy.J.Ward@marsh.com, 864-240-4366
- Caring Communities Insurance Company and Caring Communities, a Risk Retention Group – From 2008 to the present, we have performed reserving and pricing studies for this RRG that insures professional liability exposures for nursing homes and assisted living facilities. Rosemary Wickham is the lead actuary on the project.
Contact: Randy Renn, Chief Executive Officer, RRenn@caringcomm.org, 847-549-8225
- SHP – From 2013 to the present, we have provided reserving studies for this captive that **provides professional liability insurance to healthcare providers in jails and prisons**. Rosemary Wickham has provided peer review on this analysis.
Contact: Lacey Lafuze, Chief Operations Officer, lacey.lafuze@southernhealthpartners.com, 423-553-5635 ext. 21
- MedMal Direct Insurance Company – From 2018 through 2023, we provided regular reserving studies for this carrier that provides medical professional liability insurance to physicians. We have also intermittently provided pricing support since 2016. Derek Chapman was the Appointed Actuary for this company for the 2021 – 2023 period. Rebecca Freitag was the Appointed Actuary for this company in 2020 and peer reviewed the work in the 2021 – 2023 period. (Note that MedMal Direct Insurance Company was acquired by a larger company in 2024 and for that reason no longer needs our reserving services; however, the company still exists).
Contact: Marc Hammett, President & Chief Executive Officer, mhammett@medmaldirect.com, 904-674-0715
- Puerto Rico Medical Insurance Company – From 2013 to the present, we provided regular reserving studies for this carrier that provides medical professional liability insurance to physicians and other healthcare providers. We also provide intermittent pricing studies. Jeff Dozier has been the Appointed Actuary from 2022 to the present. Rebecca Freitag and Derek Chapman have each peer reviewed the analysis.
Contact: Victor Santiago, President and CEO, vjsantiago@prmdic.com, 787-999-7763, ext 101

PROPRIETARY INFORMATION

- Minnesota Joint Underwriting Association – From 2010 to the present, we have semi-annual reserving studies for this JUA which provides medical professional liability coverage, among other coverages. We also provide an analysis of loss experience by class.

Contact: Rick Thiesen, Assistant Executive Director, rick@mjua.org, 952-641-0276

- Venture Captive Management (VCM) – From 2009 to the present, we have provided regular reserving and pricing studies for over a dozen captives that insure general and professional liability for senior care providers (nursing homes, assisted living facilities). Rebecca Freitag and Jeff Dozier have each served as the Appointed Actuary for National Assisted Living RRG (also managed by VCM) which provides professional and general liability insurance to assisted living facilities.

Contact: Linda Nethery, Managing Partner, lnethery@venturecaptive.com, 770-255-4910

- Assurance – From 2020 to the present, we have provided regular reserving and pricing studies for a number of captives in the Assurance group that provide general and professional liability insurance for nursing homes.

Contact: Marty Butler, marty.butler@marshMMA.com

Market Conduct Experience

For most market conduct projects, we are directed by the regulators coordinating the investigations to maintain confidentiality as to the nature of the investigations. Below, we have provided a description of the types of market conduct projects with which we have been involved. These engagements involved several state insurance regulatory agencies. Section E contains References for several of these projects.

- Multi-state examination of the lender-placed property insurance market. (*Reference: J. David Leslie. See page 41.*)
- Examination of mortgage insurance market.
- Multi-state examination of the under-reporting of workers' compensation premiums by a major carrier. (*Reference: J. David Leslie. See page 43.*)
- Targeted examination involving the use of complex models in private passenger automobile rate filings. (*Reference: Jim Mealer, former Chief Market Conduct Examiner, Missouri Department of Insurance, currently Managing Partner, Insurance Compliance Analytics. Email: mealer66@gmail.com*)
- Analysis and recommendations related to property residual market mechanism in a coastal state (*Reference: J. David Leslie. See page 43.*)
- Examination focusing on use of price optimization and advanced predictive modeling techniques by multiple insurance companies writing personal lines of insurance.
- Examination of issues around the appropriateness of Cost of Insurance charges and increases for multiple large life insurance companies.
- Examination focusing on the industry's use of expedited filing provisions.

PROPRIETARY INFORMATION

- Multi-state examination of the travel insurance market. *(Reference: Jim Mealer former Chief Market Conduct Examiner, Missouri Department of Insurance, currently Managing Partner, Insurance Compliance Analytics. Email: mealer66@gmail.com)*
- Multi-state examination of the lender-placed automobile industry *(Reference: J. David Leslie. See page 43.)*
- Examination of the aviation insurance market. *(Reference: Jim Mealer former Chief Market Conduct Examiner, Missouri Department of Insurance, currently Managing Partner, Insurance Compliance Analytics. Email: mealer66@gmail.com)*

Alvarez & Marsal also has deep experience assisting with insurance policy matters:

- The Mississippi Insurance Department ("MID") retained A&M to assess the adequacy of homeowners' insurance premiums by zip code within the state, as required by newly enacted legislation (the "Clarity Act"). Similar legislation had led to significant controversy in nearby states regarding the meaning of the data that was collected and published. To ensure that our work enhanced clarity, A&M designed a comprehensive data call and analysis, and A&M summarized the results in a consumer-friendly, non-technical manner to avoid misinterpretation.
- A&M assisted the Oklahoma Insurance Department ("OID") to evaluate Oklahoma's homeowners' insurance market after a major catastrophe. A&M gathered data on more than 80,000 claims from 170 insurance operating companies, conducted surveys and interviews, and analyzed the market structure. Our analysis was presented simply, with an emphasis on actionable policy recommendations.
- Citizens Property Insurance Corporation of Florida ("CPIC") engaged A&M to evaluate a depopulation initiative that would incentivize carriers to accept policies from CPIC in exchange for low-cost funding. A&M's final report was also presented before the Florida State legislature.
- The Texas Department of Insurance ("TDI") retained A&M to provide fact-based analyses and communications related to the 93,000+ hurricane Ike claims filed against the Texas Windstorm Insurance Association ("TWIA"). A&M analyzed 15 million rows of data and 35,000 data fields to assess the quality of TWIA's claim handling, highlight issues, and develop improvement recommendations.
- After a cyber-attack on a health insurer exposed the confidential information of millions of individuals, A&M was retained to plan and lead the first ever multi-state market conduct examination into a data breach.
- An insurance department retained A&M to assess the network adequacy of the largest health insurer in its state. A&M conducted geospatial analysis that highlighted material coverage gaps for certain specialties. A&M also offered observations regarding regulatory policies that were not clearly defined in the current statutes.

PROPRIETARY INFORMATION

- An A&M team member served as interim CEO of a homeowners' insurance carrier in the Florida market. In this role, he led its reinsurance renewal, rating agency meeting, and a claim analytics process.

(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 C: Diverse Business Inclusion Plan. Vendors who do not submit a Diverse Business Inclusion Plan will be precluded from utilizing subcontractors.*
 - a. *Exhibit C is not required if Vendor does not intend to use subcontractors.*

Any Contractors that use subcontractors must comply with the reporting requirements described in section 2.8 Subcontractor participation monitoring and reporting.

SUBCONTRACTOR ASSIGNMENT SUMMARY

If chosen for this engagement, we will partner with Alvarez & Marsal to help us develop policy recommendations for the OIC. Alvarez & Marsal (A&M) is a leading global consulting firm whose roots are steeped in problem solving. The firm was founded in 1983 to provide radically different advice and hands-on support to organizations facing mission-critical operational and financial hurdles – situations demanding leadership, action, clarity, objectivity, and results. The firm's heritage in financial and operational restructuring has taught us the importance of leadership and of acting quickly and decisively after developing a fact base.

We are partnering with A&M because of their strong track record of developing policy recommendations. However, we are confident that we can make the policy recommendations without their involvement as we have provided recommendations in the past for our regulatory clients.

EXHIBIT C: DIVERSE BUSINESS INCLUSION PLAN

We have included a completed Exhibit C as Appendix B to this proposal.

(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.

Our firm, along with our subcontractor Alvarez & Marsal, was recently chosen to provide consulting services related to Washington Office of the Insurance Commissioner RFP S2403. We are in the process of finalizing the contract at the time of this writing.

PROPRIETARY INFORMATION

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.

None of our staff members, nor those of our subcontractor, are a currently employed by the state of Washington nor have any been an employee of the state of Washington during the past 24 months.

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.

Neither our firm nor our subcontractor has had a contract terminated for default in the last five years.

(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.

We and our subcontractor grant permission to the OIC to contact the references and others who may have pertinent information regarding our qualifications and experience to perform the services required by this RFP.

Vendor: Merlinos & Associates

NAME: Mr. Randy Renn
Caring Communities, a RRG
ADDRESS: 1805 West Winchester Road, Suite 109; Libertyville, IL 60048
TELEPHONE: 847-549-8225
E-MAIL: rrenn@caringcomm.org
SERVICES PROVIDED: From 2008 to the present, we have performed reserving and pricing studies for this RRG that insures professional liability exposures for nursing homes and assisted living facilities. Rosemary Wickham is the lead actuary on the project.

NAME: Mr. J. David Leslie, Esq.
Verrill Dana, LLP
ADDRESS: One Federal Street, 20th Floor; Boston, MA 02111
TELEPHONE: 617-951-1131
E-MAIL: dleslie@verrill-law.com
SERVICES Over the last 16 years, we have provided actuarial assistance on many market
PROVIDED: conduct examinations and other complex projects for which Mr. Leslie was
engaged as the Examiner-in-Charge. These examinations and projects include:

- Multi-state examination of very large insurance carrier regarding potential misreporting of premium. All 50 states and the District of Columbia participated in this examination. A federal judge described that our findings were presented with “uncommon clarity.”
- Restructuring of property residual market mechanism in a coastal state.
- Multi-state examinations of two carriers providing lender-placed property (homeowners, etc.) insurance.
- Multi-state examinations of four carriers providing lender-placed auto insurance.

NAME: Mr. Michael Chaney
Commissioner and State Fire Marshall
Mississippi Insurance Department
ADDRESS: 501 North West St., Ste. 1001; Woolfolk Bldg
P.O. Box 79
Jackson, MS 39205-0079
TELEPHONE: 601-359-3581
E-MAIL: mike.chaney@mid.ms.gov
SERVICES Over the last decade, the MID has engaged Alvarez & Marsal and
PROVIDED: Merlino/Davies – both jointly and individually – for multiple projects that entailed data-driven market analysis and policy recommendations. The data call and market analysis project is described above in the pages market “Proprietary Information.” Additionally, the MID has engaged Merlino/Davies for years on financial condition examinations and on rate filing reviews.

Subcontractor: Alvarez & Marsal

In addition to the joint reference for Merlinos-Davies and Alvarez & Marsal above, the Mississippi Insurance Department, below are other references for Alvarez & Marsal's market conduct experience that is shown on page 37.

NAME: Eleanor Kitzman, former Insurance Commissioner
Texas Department of Insurance

ADDRESS:

TELEPHONE: 866-466-4261

E-MAIL: kitzman.eleanor@gmail.com

SERVICES A&M assisted the TDI with fact-based analyses and communications related to
PROVIDED: the 93,000+ hurricane Ike claims filed against the Texas Windstorm Insurance Association ("TWIA").

NAME: Barry Gilway, former Chief Executive Officer
Citizens Property Insurance Corporation of Florida

ADDRESS:

TELEPHONE: 904-759-8107

E-MAIL: barry.gilway@gmail.com

SERVICES A&M was engaged by Citizens to evaluate a depopulation initiative that would
PROVIDED: incentivize carriers to accept policies from CPIC in exchange for low-cost funding.
A&M's final report was also presented before the Florida State legislature.

Lead Staff Person: Rebecca Freitag

NAME: Mr. J. David Leslie, Esq.
Verrill Dana, LLP

ADDRESS: One Federal Street, 20th Floor
Boston, MA 02111

TELEPHONE: 617-951-1131

E-MAIL: dleslie@verrill-law.com

SERVICES PROVIDED: Ms. Freitag has worked with Mr. Leslie for the past 14 years on a variety of projects that necessitated creative solutions to market issues. Mr. Leslie was engaged as the Examiner-in-Charge for each of these projects. All projects were wide-ranging and required long-range planning as well as, on occasion, quick responsiveness. These examinations and projects include:

- Multi-state examination of very large insurance carrier regarding potential misreporting of premium. All 50 states and the District of Columbia participated in this examination. A federal judge described that our findings were presented with “uncommon clarity.”
- Restructuring of property residual market mechanism in a coastal state.
- Multi-state examinations of four carriers providing lender-placed auto insurance.

NAME: Ms. Melissa Greiner
Noble Consulting Services, Inc.

ADDRESS: 211 N. Pennsylvania St, Suite 2350
Indianapolis, IN 46204

TELEPHONE: 317-471-8800

E-MAIL: mgreiner@noblecon.net

SERVICES PROVIDED: Although Ms. Greiner currently works at Noble Consulting Services, she was formerly the Deputy Insurance Commissioner at the Pennsylvania Insurance Department. Both in her many years at the PID as well as in her current role at Noble, Ms. Freitag worked as the lead examination actuary for many companies in which reserves were understated. Ms. Freitag was charged with presenting contested information clearly to many non-actuaries in a challenging environment and was able to support both the PID and Noble in these instances. Moreover, expectations regarding timelines, budget, and deliverables were met.

NAME: Mr. Jerry Ehlers
Examination Manager
Indiana Department of Insurance

ADDRESS: 311 W Washington St, Suite 103
Indianapolis, IN 46204-2787

TELEPHONE: 317-232-2408

E-MAIL: jehlers@idoi.in.gov

SERVICES PROVIDED: Ms. Freitag has worked with Mr. Ehlers and the Indiana Department of Insurance for years. She has worked with Mr. Ehlers as the lead or supervising actuary on financial examinations and has worked with other IDOI personnel on market conduct examinations. Ms. Freitag's products were clearly and calmly presented, in writing and verbally, especially in difficult or confrontational situations. Expectations regarding timelines, deliverables, and budgets were met.

(E) Cost Proposal

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) Budget -- The OIC has been provided an appropriation of three hundred fifteen thousand (\$350,000.00) dollars for these services.
- b) Identification of Costs (Scored) -- Submit a fully loaded and deliverables-based budget to provide all services described in this solicitation. Vendors may break services down into a maximum of four deliverables. **OIC will not consider cost proposals for hourly rates or time and material rates.**
- c) 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.

<u>DELIVERABLE</u>		<u>FULLY LOADED COST</u>
1.	Draft report and final report of findings, including our analysis, findings and policy and budget recommendations	\$320,000
2.	Attend legislative hearings or workgroups during the 2024-25 legislative session, per request from OIC	\$25,000
TOTAL:		\$345,000

APPENDIX A

Proposal to Provide

Community Health Medical Malpractice Study

Exhibit D – Business Certification Form

Exhibit D

Business certification form

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

Business Name: Davies Actuarial, Audit & Consulting, Inc.

Federal Tax Id: 58-2512336

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.

Frank Huang

Name



Signature

Vice President

Title

May 13, 2024

Date

APPENDIX B

Proposal to Provide

Community Health Medical Malpractice Study

Exhibit C – Diverse Business Inclusion Plan

Exhibit C

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%	0%
Woman-Owned Business	6%	0%
Veteran-Owned Business	5%	0%
Washington Small Business	5%	0%

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 Business	None
Woman-Owned Business	None
Veteran-Owned Business	None
Washington Small Business	None

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

Our firm is fully staffed to provide all aspects of our core function: actuarial consulting. As such, we almost never have a reason to partner with subcontractors to deliver what our clients have engaged us to do. For this particular solicitation from the Washington OIC, we believe that state of Washington will benefit by having the added perspective of a vendor that frequently consults with government agencies for the development of public policy.

2. Identify Vendor's Primary Contact for Vendor's Diverse Business Inclusion Plan Goals.

Frank Huang
frank.huang@us.davies-group.com
678-684-4874

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.



May 13, 2024

Vendor's Authorized Representative

Date Signed

Certificate Of Completion

Envelope Id: 8DCDF1FCEA9F4EB6941F904C17CDF084	Status: Completed
Subject: Complete with DocuSign: PS2515 Davies and OIC - Community Health Medmal	
Source Envelope:	
Document Pages: 127	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Miranda Matson Jewett
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	5000 Capitol Blvd SE
	Tumwater, WA 98501
	contracting@oic.wa.gov
	IP Address: 198.238.123.165

Record Tracking

Status: Original	Holder: Miranda Matson Jewett	Location: DocuSign
7/2/2024 2:06:41 PM	contracting@oic.wa.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: State of Washington, Office of the Insurance Commissioner	Location: DocuSign

Signer Events	Signature	Timestamp
Frank Huang	DocuSigned by: Frank Huang 8A25324395904AB...	Sent: 7/2/2024 2:11:17 PM
Frank.Huang@us.davies-group.com		Viewed: 7/2/2024 6:18:32 PM
Vice President		Signed: 7/2/2024 6:18:58 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 108.69.92.120	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Bryon Welch	DocuSigned by: Bryon Welch 5558554C55AE443...	Sent: 7/2/2024 6:19:05 PM
BryonW@oic.wa.gov		Viewed: 7/3/2024 12:55:20 PM
Deputy Commissioner-Policy & Legislative Affairs		Signed: 7/3/2024 12:56:29 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 198.238.123.165	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Rebecca Freitag	COPIED	Sent: 7/2/2024 2:11:16 PM
Rebecca.Freitag@us.davies-group.com		Viewed: 7/3/2024 8:51:34 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
David Forte David.Forte@oic.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/3/2024 12:56:35 PM
Andrew Davis andrew.davis@oic.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/3/2024 12:56:36 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/2/2024 2:11:16 PM
Certified Delivered	Security Checked	7/3/2024 12:55:20 PM
Signing Complete	Security Checked	7/3/2024 12:56:29 PM
Completed	Security Checked	7/3/2024 12:56:36 PM
Payment Events	Status	Timestamps