



Your Health Idaho
Health Insurance Exchange Solution and Operations

Appendices
September 25, 2013

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APPENDIX A: ACRONYMS

Acronym	Stands for
ACA	Affordable Care Act
ADP	Automatic Data Processing
API	Application Programming Interfaces
APTC / CSR	Advanced Premium Tax Credits / Cost Sharing Reductions
AR	Architecture Review
ATO	Authorization to Operate
BCP	Business Continuity Plan
CAP	Community Action Partnership of Idaho
CAP	Corrective Action Plan
CCIIO	Center of Consumer Information and Insurance Oversight
CHIP	Children's Health Insurance Program
CISSP	Certified Information Systems Security Professional
CMPPA	Computer Matching and Privacy Protection Act of 1988
CMS	Centers for Medicare and Medicaid Services
COTS	Commercial Off-the-Shelf
CSB	Consumer Services Bureau
DDD	Detailed Design Document
DD&I	Design, Development, and Implementation
DDR	Detailed Design Review
DED	Deliverable Expectation Documents
DHW	Idaho Department of Health and Welfare
DOI	Idaho Department of Insurance
DRP	Disaster Recovery Plan
DSD	Detailed System Design
DSS/DW	The Decision Support System/Data Warehouse
eCaseFile	Electronic document management solution used by the Self Reliance and Child Support programs.
EDMS	Electronic Document Management System
ELC	Exchange Life Cycle
ePHI	Electronic Protected Health Information
eVerif-1	This is a J2EE based application running on JBoss application server on Windows servers. eVerif-1 is used to validate and verify client information with various internal/external partner applications.
Exchange	Procured Idaho Health Insurance Exchange solution

FDDR	Final Detailed Design Review
FedRAMP	Federal Risk and Authorization Management Program
FFM	Federally-Facilitated Health Insurance Exchange Marketplace
FIPS	Federal Information Process Standards
FISMA	Federal Information Security Management
FTI	Federal tax information
GAO	General Accounting Office
HB 248	House Bill 248
HHS	United States Department of Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act
HIX	Health Insurance Exchange
HIT	Health Information Technology
IBES	Idaho Benefits and Eligibility System
IEEE	Institute of Electrical and Electronics Engineers
IT	Information Technology
JAD	Joint Application Design
JAR	Joint Application Requirements
KPI	Key Performance Indicators
MITA	Medicaid Information Technology Architecture
MMIS	Medicaid Management Information System
M&O	Maintenance and Operations
NIEM	National Information Exchange Model
NIST	National Institute of Standards and Technology
OIG	Office of the Inspector General
OMB	Office of Management and Budget
ORR	Operational Readiness Review
PBM	Pharmacy Benefit Management System
PBR	Project Baseline Review
PDR	Preliminary Design Review
PDF	Portable Document Format
PHI	Protected Health Information
PII	Personally Identifiable Information
PMBOK	Project Management Book of Knowledge
PMI	Project Management Institute
PMP	Project Management Professional
POA&M	Plan of Action and Milestones
PORR	Pre-Operational Readiness Review
PPACA	Patient Protection and Affordable Care Act
QA	Quality Assurance

QHP	Qualified Health Plan
RFP	Request for Proposals
RSD	Requirements Specification Document
RTM	Requirements Traceability Matrix
SaaS	Software-as-a-Service
SBM	State-Based Exchange Marketplace
SDLC	System Development Life Cycle
SERFF	System for Electronic Rate and Form Filing
SHOP	Small Business Health Options Program
SLA	Service Level Agreements
SOA	Service Oriented Architecture
SORN	System of Record Notice
SOW	Scope of Work
SPMP	Software Project Management Plan
SR	Self-Reliance
UAT	User Acceptance Test
UX	User Experience
WR	Work Request
WBS	Work Breakdown Structure
YHI	Your Health Idaho

APPENDIX B: VENDOR INFORMATION SHEET

Name of the company or individual:
Mailing address:
Street address (for FEDEX or other mail service):
Name and title of person who would sign the contract:
Name and title of the company contact person (if different):
Contact person (direct telephone number, fax number & email address):

APPENDIX C: FEDERAL CONTRACT CLAUSES

The following clauses govern contracts between Your Health Idaho (“YHI”) and other parties (each a “Contractor”) when federal grant funds are used to pay Contractor.

1. REMEDIES.

- (a) Continued Performance. Unless otherwise directed by YHI, Contractor shall continue performance under this contract while matters in dispute are being resolved.
- (b) Notice of Injury. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- (c) Governing Law. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Idaho, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The Parties consent to the exclusive jurisdiction of the Fourth Judicial District Court, in Ada County, Idaho for enforcement of this Contract.
- (d) Remedies Cumulative. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by YHI or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2. TERMINATION.

- (a) Termination for Convenience. YHI may terminate this contract, in whole or in part, at any time by written notice to Contractor. For a cost-based contract, Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. For a service contract, YHI shall be liable only for payment under the payment provisions of the Contract for services rendered before the effective date of termination. If termination occurs before payment would be due under the Contract, Contractor shall be entitled to the reasonable compensation for services accepted through the effective date of termination. Contractor shall promptly submit its termination claim to YHI to be paid to Contractor. If Contractor has any property in its possession belonging to YHI, Contractor will account for the same and return it or dispose of it in any manner YHI directs.
- (b) Termination for Breach. Either party may terminate for failure of the other party to fulfill its obligations, as set forth within a specific contract. Reasonable allowances will be made for circumstances beyond the control of Contractor or YHI. Written notice of the intent to terminate is required and shall specify the reasons supporting termination.

- (c) Termination for Default. If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, Contractor fails to perform in the manner called for in the contract, or if Contractor fails to comply with any other provisions of the contract, YHI may terminate this contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by YHI that Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of Contractor, YHI, after setting up a new delivery of performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.
 - (d) Termination Opportunity to Cure. YHI in its sole discretion may, in the case of a termination for breach or default, allow Contractor 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to YHI's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within 10 days after receipt by Contractor of written notice from YHI setting forth the nature of said breach or default, YHI shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude YHI from also pursuing all available remedies against Contractor and its sureties for said breach or default.
 - (e) Non-Waiver of Remedies. In the event that YHI elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this contract, such waiver by the YHI shall not limit the YHI's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.
- 3. CIVIL RIGHTS (TITLE VI, EEO).** During the performance of this contract, Contractor, for itself, its assignees, and successors in interest, agrees as follows:
- (a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, Contractor agrees that it will not (i) discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability or (ii) operate any programs or activities for YHI in a manner that limits participation or access or otherwise discriminates against any person on the basis of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements HHS may issue, including any certifications of compliance required as a condition of using federal grant funds to pay Contractor.
 - (b) Equal Employment Opportunity. Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the U.S. Department of Labor (DOL) regulations, 41 C.F.R. 60 et seq.

- (c) Subcontractor Selection. In the event YHI permits Contractor to contract with any third party to perform any of Contractor's obligations to YHI, Contractor must make positive efforts to use small businesses, minority-owned firms, and women-owned businesses as sources of goods and services whenever possible. To this end, Contractor must place qualified small, minority-owned, and women-owned business enterprises on solicitation lists; ensure that small, minority-owned, and women-owned business enterprises are solicited whenever they are potential sources; consider contracting with consortia of small, minority-owned, or women-owned business enterprises when an intended contract is too large for any one such firm to handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations might compete; make information on contracting opportunities available and establish delivery schedules that encourage participation by small, minority-owned, and women-owned business enterprises; and use the services and assistance of the Small Business Administration and the Minority Business Development Agency, as appropriate.
4. **COPELAND ANTI-KICKBACK ACT.** Contractor agrees to comply with the Copeland Anti-Kickback Act, as amended, 18 U.S.C. 874, et seq., as supplemented in the DOL regulations 29 C.F.R. Part 3, which are hereby incorporated by reference.
5. **DAVIS-BACON ACT.** If Contractor performs more than \$2,000 in construction, alteration, or repair services on public buildings or public works on behalf of YHI, it must comply with the Davis-Bacon Act, 40 U.S.C. 3141 et seq., and implementing DOL regulations, 29 C.F.R. 5. The Davis-Bacon Act requires Contractors to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. The Davis-Bacon Act also requires Contractors to pay wages not less than once per week.
6. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** If Contractor performs more than \$2,000 in construction, alteration or repair services for YHI, or more than \$2,500 for other contracts which involve the employment of mechanics or laborers, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 327-330, and as supplemented by DOL regulations, 29 C.F.R. Part 5.
- (a) Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- (b) Violation, Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth above.

- (c) Withholding for Unpaid Wages. Contractor shall upon its own action or upon written request of an authorized representative of the DOL withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this Section 6.
- 7. NOTICE OF AWARDING AGENCY REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING.** YHI shall monitor Contractor's activities, and Contractor shall cooperate with YHI and furnish all information necessary to fulfill all reporting requirements imposed upon YHI under 45 C.F.R. 92.40 and 92.41. Contractor shall inform YHI as soon as the following types of conditions become known: (i) problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Contract, and (ii) favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated, or producing more beneficial results than originally planned. Contractor shall permit YHI and any appropriate Federal agency to make site visits as warranted by program needs.
- 8. PATENT RIGHTS.** Irrespective of the status of the Contractor (for example, a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, individual, and so forth), Contractor agrees to comply with HHS requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract.
- 9. COPYRIGHTS AND RIGHTS IN DATA.** This Contract is governed by the requirements of Federal law and regulations concerning ownership and licensing of copyrights and rights in data. Pursuant to 45 C.F.R. 92.36, HHS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for Federal Government purposes: (i) the copyright of any work developed under this Contract or any subcontract thereunder, and (ii) any rights of copyright to which YHI or Contractor purchases ownership of with Federal grant support. If, for any reason, the project is not completed, all data developed under the project is required to be delivered as YHI or HHS may direct.
- 10. ACCESS TO RECORDS AND RETENTION.** Contractor agrees to develop and retain records identifying the basis for determining the valuation of personal services, materials, equipment, buildings, and land.
- (a) Inspection of Records. Contractor agrees that the relevant books, documents, papers, and records of the Contractor which are directly pertinent to the Contract shall be subject to inspection, examination, review, audit, transcription and summarization by YHI, HHS, the Comptroller General of the United States, or any of their duly authorized representatives. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. This right of access shall last as long as the records are retained by Contractor in accordance with 45 C.F.R. 92.42.

- (b) Maintenance of Records. Contractor agrees to maintain all books, records, accounts, and reports related to Contractor's work for YHI for a period of not less than three (3) years after the date of termination or expiration of this contract, except that in the event of litigation or settlement of claims arising from the performance of this contract, Contractor agrees to maintain same for any longer period required for YHI, HHS, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- 11. CLEAN AIR ACT, CLEAN WATER ACT AND EPA REGULATIONS.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to: (i) the Clean Air Act, as amended, 42 U.S.C. 1875(h), et seq.; (ii) the Clean Water Act, as amended, 33 U.S.C. 1368, et seq.; and (iii) Executive Order 11738 and Environmental Protection Agency regulations, as amended, 40 C.F.R. Part 15. Contractor agrees to report each violation to YHI and understands and agrees that YHI will, in turn, report each violation as required to assure notification to HHS and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by HHS.
- 12. ENERGY EFFICIENCY.** Contractor shall comply with mandatory standards and policies relating to energy efficiency that are defined in Idaho's energy conservation plans issued in accordance with the Energy Policy and Conservation Act.
- 13. GOOD STANDING.** Contractor certifies, by signing this Contract, that neither Contractor nor Contractor's principals are presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, "Debarment and Suspension," 28 C.F.R. 67.510, and any relevant program-specific regulations. Contractor shall require this certification from every subcontractor receiving any payment in whole or in part from federal funds.
- 14. SUBCONTRACTS.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Exhibit and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these terms, and any other clauses required by federal statute or executive order, and their implementing regulations.
- 15. COST PRINCIPLES.** If the agreement between YHI and Contractor is a "cost-type" contract, then allowable costs will be determined in accordance with the appropriate cost principles required as a condition of using federal grant funds, as set forth in the HHS Grants Policy Statement or other federal regulations, policies, or agreements between YHI and the applicable federal funding agency.

APPENDIX D: VENDOR CERTIFICATIONS

The Offeror agrees and will comply with the following:

1. All proposed capabilities can be demonstrated by the Offeror.
2. CONFLICT OF INTEREST:

The Offeror must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, the Offeror affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

3. COMPLIANCE WITH CERTAIN LAWS:

a. HIPAA:

- i. The Contractor acknowledges that it may have an obligation, independent of this contract, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160, 162 and 164. If applicable, the Contractor shall comply with all amendments to the law and federal regulations made during the term of the Contract.*

b. Lobbying

- i. The Contractor certifies that none of the compensation under the Contract has been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the Idaho Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.*
- ii. If any funds, other than funds provided by the Contract, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the Contract, Contractor shall complete and submit Standard Form LLL,*

"Disclosure Form to Report Lobbying," in accordance with its instructions, and submit a copy of such form to the YHI.

- iii. The Contractor shall require that the language of this certification be included in any subcontract, at all tiers, (including grants, subgrants, loans, and cooperative agreements) entered into as a result of the Contract, and that all sub-recipients shall certify and disclose as provided herein.
- iv. The Contractor acknowledges that a false certification may be cause for rejection or termination of the Contract, subject Contractor to a civil penalty, under 31 U.S.C. § 1352, of not less than \$10,000.00 and not more than \$100,000.00 for each such false statement, and that Contractor's execution of the Contract is a material representation of fact upon which the YHI relied in entering the Contract.

4. CONFIDENTIAL INFORMATION:

Pursuant to this Agreement, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by it to the State to any *third party*, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. The State may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the State upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:

- A. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;
- B. Becomes generally available to the public other than as a result of disclosure by Contractor; or
- C. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

5. QUALIFICATION:

The Offeror certifies to the best of its knowledge and belief that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing the terms of the Contract by a government entity (federal, state or local);
- ii. Have not, within a three (3) year period preceding the Contract, been

convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
- iv. Have not within a three (3) year period preceding the Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- v. The Contractor acknowledges that a false statement of this certification may be cause for rejection or termination of the Contract and subject Contractor, under 18 U.S.C. § 1001, to a fine of up to \$10,000.00 or imprisonment for up to 5 years, or both.

The proposal must be signed by the individual(s) legally authorized to bind the Offeror.

Signature

Title

Date

APPENDIX E: DRUG FREE WORKPLACE CERTIFICATE

The Offeror certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about— (1) The dangers of drug abuse in the workplace; (2) The vendor’s policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the project be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment, the employee will— (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d) and (e).

I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with YHI.

Signature

Title

Date

APPENDIX F: INSURANCE

REQUIRED COVERAGES. For the Duration and for a period of 3 years thereafter, Contractor shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

- Commercial general liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability. The commercial general liability coverage shall also:
- Include contractual liability coverage insuring the activities of Contractor under this Agreement, including without limitation Contractor's indemnification obligations provided in the Agreement
- Require the insurance carrier to give the Exchange at least 30 days' prior written notice of cancellation or non-renewal
- Name the Exchange and the Exchange's board members, employees, volunteers, and other agents, including, in each case, all successors and permitted assigns, as additional insureds
- Provide that the coverage is primary insurance and any similar insurance in the name of or for the benefit of the Exchange or the Exchange's board members, employees, volunteers, or other agents shall be excess and non-contributory
- Waive any right of subrogation of the insurers against the Exchange or the Exchange's board members, employees, volunteers, or other agents
- Worker's compensation with (i) limits no less than the minimum amount required by law and (ii) a waiver of any subrogation right of the insurers against the Exchange or the Exchange's board members, employees, volunteers, or other agents.
- Errors and omissions with limits no less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate.
- Data breach and cyber liability with limits no less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate.
- Umbrella follow-form coverage for the coverages listed above with limits of no less than \$10,000,000. The umbrella follow-form coverage shall also:

- Name the Exchange and the Exchange's board members, employees, volunteers, and other agents, including, in each case, all successors and permitted assigns, as additional insureds

- Provide that the policy is primary insurance and any similar insurance in the name of or for the benefit of the Exchange or the Exchange's board members, employees, volunteers, or other agents shall be excess and non-contributory

ADDITIONAL INSURANCE REQUIREMENTS. Each insurance policy required pursuant to this O shall be issued by insurance companies with a Best's Rating of no less than A-.

CERTIFICATIONS OF COVERAGE. Contractor shall provide the Exchange with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this O, and shall not do anything to invalidate such insurance. This O shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement, including without limitation the indemnification obligations provided in the Agreement.

APPENDIX G: WRITTEN QUESTIONS TEMPLATE

Offeror Name: _____

Date Submitted: _____

Question #	RFP Section #	RFP Page #	Paragraph #	Question

APPENDIX H: MANDATORY TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS CHECKLIST

Tab	Mandatory Technical Proposal Submission Requirements Checklist	Completed
	Format of Proposal: Table 7-1 (Formatting Requirements); and Table 2-1 (Proposals received on date and time specified).	
Tab 1	Transmittal Letter and Vendor Information Sheet	
Tab 2	Mandatory Technical Proposal Submission Requirements Checklist	
Tab 3	Executive Summary	
Tab 4	Corporate Experience: Company Background; Company Experience; Corporate References, and Company Financial Information.	
Tab 5	Organization and Staffing Plan: Organization charts; Responsibilities and the anticipated roles of key personnel; Resumes of all proposed key personnel identified, and References for each proposed key personnel.	
Tab 6	Project Management and Control	
Tab 7	Work Plan and Schedule	
Tab 8	Approach	
Tab 9	Functional Requirements	
Tab 10	Technical Requirements	
Tab 11	Privacy and Security	
Tab 12	Assumptions, Qualifiers, and Constraints	

APPENDIX I: CORPORATE REFERENCES

The Offeror must confirm and describe their experience as it relates to the requirements outlined in this RFP. A minimum of three (3) projects highlighting the Offeror's Exchange or other large scale HHS IT system implementation project experience for projects equal in scope and complexity must be cited from the last five (5) years. The Offeror is also required to provide a minimum of three (3) corporate references for each *Health Insurance Exchange* project and for each project providing services similar to those being requested by this RFP. Each reference must include the client's name and address and the current telephone number and e-mail address of the client's responsible project administrator or of a senior official of the client who is familiar with the Offeror's performance.

Client:		
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Name Prime Vendor and All Subcontractors and Role of Offeror:		
Funded Contract Cost:		
1. Client References	2. Client References	3. Client References
Name, Position: Client: Address: Email: Phone:	Name, Position: Client: Address: Email: Phone:	Name, Position: Client: Address: Email: Phone:
Description of Worked Performed:		
Project Personnel Requirements:		
# of FTEs and Total Staff Hours Expended:		

Client:		
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Name Prime Vendor and All Subcontractors and Role of Offeror:		
Funded Contract Cost:		
4. Client References	5. Client References	6. Client References

Name, Position: Client: Address: Email: Phone:	Name, Position: Client: Address: Email: Phone:	Name, Position: Client: Address: Email: Phone:
Description of Worked Performed:		
Project Personnel Requirements:		
# of FTEs and Total Staff Hours Expended:		

Client:		
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Name Prime Vendor and All Subcontractors and Role of Offeror:		
Funded Contract Cost:		
7. Client References	8. Client References	9. Client References
Name, Position: Client: Address: Email: Phone:	Name, Position: Client: Address: Email: Phone:	Name, Position: Client: Address: Email: Phone:
Description of Worked Performed:		
Project Personnel Requirements:		
# of FTEs and Total Staff Hours Expended:		

APPENDIX J: PROPOSED KEY STAFF RESUME TEMPLATE

The Offerors must submit resumes of all proposed key staff personnel identified in its proposal. All Offerors are required to use the template below when providing the resumes of proposed key staff personnel. Information that is included as a part of this template should be relevant to the services requested in this RFP and should outline the individual’s knowledge and experience working with *Health Insurance Exchange*. Each project referenced in a resume should include the customer name, the time period of the project, and the time period the person performed, as well as a brief description of the project and the person’s responsibilities.

Name		
Title, Company		
Summary		
Relevant Project Experience (order in reverse chronological order – most recent first)		
1.	Insert Client Name Here	Mm/yyyy— mm/yyyy (Project Lifespan) Mm/yyyy— mm/yyyy (Individual assignment if different)
Insert Project Name Here		
	Title on Project:	Your title on the project here
	Project Description:	The overall description of the project here
	Responsibilities:	Your responsibilities on the project here
2.	Insert Client Name Here	Mm/yyyy— mm/yyyy (Project Lifespan) Mm/yyyy— mm/yyyy (Individual assignment if different)
Insert Project Name Here		

Name		
Title, Company		
	Title on Project:	Your title on the project here
	Project Description:	The overall description of the project here
	Responsibilities:	Your responsibilities on the project here
3.	Insert Client Name Here	Mm/yyyy— mm/yyyy (Project Lifespan) Mm/yyyy— mm/yyyy (Individual assignment if different)
Insert Project Name Here		
	Title on Project:	Your title on the project here
	Project Description:	The overall description of the project here
	Responsibilities:	Your responsibilities on the project here
4.	Insert Client Name Here	Mm/yyyy— mm/yyyy (Project Lifespan) Mm/yyyy— mm/yyyy (Individual assignment if different)
Insert Project Name Here		
	Title on Project:	Your title on the project here
	Project Description:	The overall description of the project here
	Responsibilities:	Your responsibilities on the project here
5.	Insert Client Name Here	Mm/yyyy— mm/yyyy (Project Lifespan) Mm/yyyy— mm/yyyy (Individual assignment if different)

Name		
Title, Company		
Insert Project Name Here		
	Title on Project:	Your title on the project here
	Project Description:	The overall description of the project here
	Responsibilities:	Your responsibilities on the project here
Employment History		
Company Name		Dates of Employment
Company Name		Mm/yyyy—Present
Company Name		Mm/yyyy—mm/yyyy
Education		
Institution Name and Address		Date of Completion
Training/ Certifications – Please also include dates of completion		
MCSE, PMP, for example		
Special Skillsets		
Program Knowledge:	What areas are you particularly knowledgeable about?	
Hardware:	What IT hardware do you have special training/experience in, if any?	
Software:	Specialized software skills—MS Project, Visio, AutoCAD, PeopleSoft, SAP, FileNet, etc.	
Databases:		

APPENDIX K: STAFF REFERENCES TEMPLATE

The Offeror is required to provide a minimum of three (3) references for each proposed key personnel. Offerors must use the template below for each staff reference.

Key Personnel's Name:		
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
10. Staff References:		
Name, Position: Client: Address: Email: Phone:		
Description of Work Performed:		

Key Personnel's Name:		
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
11. Staff References:		
Name, Position: Client: Address: Email: Phone:		
Description of Work Performed:		

Key Personnel's Name:		
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
12. Staff References:		
Name, Position: Client: Address: Email: Phone:		

Description of Work Performed:

APPENDIX L: FUNCTIONAL REQUIREMENTS MATRIX

Please see attached Functional Requirements Matrix Excel spreadsheet (Attachment 1).

APPENDIX M: TECHNICAL REQUIREMENTS MATRIX

Please see attached Technical Requirements Matrix Excel document (Attachment 2).

APPENDIX N: SERVICE LEVEL AGREEMENTS AND ASSOCIATED LIQUIDATED DAMAGES

1. Service Level Agreement – System Availability	
Key Performance Indicator	Liquidated Damages
<p>System availability is to be defined as the percentage of possible uptime in a month that the Exchange environments (including all associated components) are available to users or to perform in a back-up capacity, including all weekends and holidays. Negotiated downtime for system maintenance during off-peak hours is not to be included in the calculation of system availability.</p> <p>Downtime. Downtime is to be defined as the term during which any functionality of the Exchange solution is not functioning/available due to hardware, operating system or application program failure. Outages approved by YHI do not count towards downtime. System availability is to be based on the following hours of operation:</p> <p>Exchange Solution Hours of Operation. The Exchange solution access is to be available at a minimum 99.9% of the expected operational time, twenty-four (24) hours a day, seven (7) days a week.</p> <p>Data Warehouse and Analytics Hours of Operation. The system data warehouse and analytic components, as required by the YHI, are to be available 100% of the time 24 hours per day, 7 days per week, except for agreed upon down time.</p> <p>The Contractor is to ensure system availability meets the following performance standards:</p>	<p>Up to 6% of the monthly operating fee, as follows: Any 1 of 4 not met: 1% Any 2 of 4 not met: 3% Any 3 of 4 not met: 5% All 4 not met: 6%</p>
<p>1. Production Downtime. Production downtime for the Exchange solution is to be 1% or less.</p>	
<p>2. Network Connectivity Downtime. Contractor network connectivity downtime for the Exchange solution is to be 1% or less.</p>	
<p>3. Test Downtime Test downtime for the Exchange solution is to be 5% or less.</p>	
<p>4. Failover. 99% of all failover events are concluded in less than 5 minutes. 100% of failover events are concluded in less than 10 minutes.</p>	
2. Service Level Agreement – System Performance	
Key Performance Indicator	Liquidated Damages

<p>System performance is to be defined as Exchange solution response time to user queries during hours of operation, defined as twenty-four (24) hours a day, seven (7) days a week.</p> <p>The system data warehouse and analytic components response times are to be measured 7 days a week, 24 hours a day, except during agreed upon downtime.</p> <p>The Contractor is expected to only be responsible for that portion of the system and communication link for which the Contractor has responsibility and control. For system response time performance measures, Contractor control is to be defined as any Subcontractor/Contractor service or point up to and including the YHI side of the router.</p> <p>The Contractor is to provide a system to monitor and report on response times as defined and approved by YHI. All metrics are to be measured and evaluated in seconds.</p> <p>The Contractor is to ensure system performance meets the following performance standards:</p>	<p>Up to 6% of the monthly operating fee, as follows: Any 1 of 4 not met: 1% Any 2 of 4 not met: 3% Any 3 of 4 not met: 5% All 4 not met: 6%</p>
<p>1. Record Search and Retrieval Time. Within four (4) seconds 95% of the time, where record retrieval time is defined as the time elapsed after the retrieve command is entered until the record data loads to completion on the monitor.</p>	
<p>2. Screen Edit Time. Within four (4) seconds 95% of the time, where screen edit time is defined as the time elapsed after the last field is filled on the screen with an enter command until all field entries are edited with errors highlighted on the monitor.</p>	
<p>3. New Screen/Page Time. Within four (4) seconds 95% of the time, where new screen/page time is defined as the time elapsed from the time a new screen is requested until the data from the screen loads to completion on the monitor.</p>	
<p>4. Web Portal Response Time. Within four (4) seconds 99% of the time, where Web Portal response time is defined as the time elapsed from the command to view a response until the response appears or loads to completion on the monitor.</p>	
3. Service Level Agreement – System Accuracy	
Key Performance Indicator	Liquidated Damages
<p>System accuracy is defined as the activities necessary to maintain current and accurate data as required to conduct the functions outlined in this RFP, in compliance with all requirements herein.</p> <p>The Contractor is to ensure System Accuracy activities meet the following performance standards:</p>	<p>Up to 6% of the monthly operating fee, as follows: Any 1 of 3 not met: 1% Any 2 of 3 not met: 5% All 3 not met: 6%</p>
<p>1. Data Completion. 99.9% of data must be completed timely.</p>	
<p>2. Data Delivery. 99.9% of data must be delivered accurately.</p>	

3. Transaction Completion. 99.9% of system transactions must be completed accurately.	
4. Service Level Agreement – System Security	
Key Performance Indicator	Liquidated Damages
System security is defined as the actions necessary to maintain sufficient internal and external system security. The Contractor is expected to ensure that the security of the system complies with State, federal, and Industry standards and regulations as detailed in this RFP, in compliance with all requirements herein. The Contractor is to ensure that 100% of all security breaches be reported to YHI in writing and by telephone immediately at the time of the incident.	5% of the monthly operating fee.
5. Service Level Agreement – Operational Problem Management	
Key Performance Indicator	Liquidated Damages
The successful contractor is to provide operational problem management to manage Exchange solution application problems as they occur during the Maintenance & Operations phase of the project, including issues associated with all system components outlined in this RFP. Operational issues are to be classified, communicated to YHI, documented, addressed and tracked. The Contractor is to provide software tools to enable the tracking of a specific defect from identification through correction, including all testing performed to ensure the correct fix is in place. Issues are to be documented in the Contractor-specified format, if approved by YHI. During the Maintenance & Operations phase the Contractor is to categorize and resolve errors in accordance with YHI problem management standards provided by YHI, as follows (or as defined by the Contractor in their proposal and approved by YHI):	Up to 6% of the monthly operating fee, as follows: Priority 0 Errors standard not met: 3% Priority 1 Errors standard not met: 1.25% Priority 2 Errors standard not met: 1.25% Priority 3 Errors standard not met: 0.50%
Priority 0 Errors. Critical business impact. Indicates that the Exchange solution is unavailable for use resulting in a critical impact on operations. Requires immediate YHI notification and resolution within two (2) hours.	
Priority 1 Errors. Serious business impact. Indicates serious production issues where the Exchange solution is usable but is severely limited and no workaround exists. Requires immediate YHI notification and resolution within 24 hours.	
Priority 2 Errors. Significant business impact. Indicates moderate production issue where the Exchange solution is usable but a workaround is available (not critical to operations). Requires YHI	

notification within one (1) hour of problem discovery and resolution within 5 business days.	
Priority 3 Errors. Minimal business impact. Indicates the problem results in little impact on operations or a reasonable circumvention to the problem has been implemented. Requires the State notification within one (1) hour of problem discovery and resolution within an agreed-upon schedule between the Contractor and YHI (as defined by YHI).	
6. Service Level Agreement – User Support	
Key Performance Indicator	Liquidated Damages
User support is defined as the activities necessary to provide support to Exchange solution with questions and reported problems related to the technical and functional operation of the system. Hours of Operation. The user support helpdesk must be available via telephone for 24 hours per day/ 7 days per week. The Contractor is to ensure User Support meet the following performance standards:	Up to 6% of the monthly operating fee, as follows: Any 1 of 3 not met: 1% Any 2 of 3 not met: 3% All 3 not met: 6%
1. Resolution. 65% of all incidents must be resolved on initial contact.	
2. Tracking. 100% of calls must be documented in the User Support Log.	
3. Customer Satisfaction. Customer satisfaction level must be greater than 93%.	
7. Service Level Agreement – Staffing	
Key Performance Indicator	Liquidated Damages
The Contractor will be responsible for maintaining adequate staffing throughout the course of the Contract. The Contractor is to ensure that staffing levels meet the following performance standards:	1. DD&I phase: \$20,000 Operations phase: 1% of the monthly operating fee
1. Key Personnel Vacancies. Positions that are designated as Key Personnel shall not remain vacant for more than ten calendar days	2. DD&I phase: \$20,000 Operations phase: 1% of the monthly operating
2. Key Personnel Replacements. Positions that are designated as Key Personnel shall be named without following the YHI-approved process as outlined in the Contractor’s Staffing Plan.	3. DD&I phase: \$20,000 Operations phase: 1% of the monthly operating fee
3. Temporary Appointees. No position designated as Key Personnel may be filled with a temporary appointee for more than sixty (60) calendar days in any one year period.	4. 1% of the monthly operating fee for each month maintained below 95%
4. Operations Staff Level. Operational staff, not designated as Key Personnel, must be maintained at a level of at least 95% capacity.	

APPENDIX O: OBJECTION TO TERMS AND CONDITIONS

The Offeror shall be presumed to be in agreement with the terms and conditions of the RFP unless the Offeror has specific objections.

THE OFFEROR IS CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF THE OFFEROR MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Offeror taking the exception a competitive advantage over other Offerors, or 2) gives the State something significantly different than the State requested.

INSTRUCTIONS: The Offeror must explicitly list all objections to State terms and conditions (Reference the actual number of the State's term and condition and page number for which an objection(s) is being taken. If no objections exist, state "NONE" specifically on the form below. Whether or not objections are taken, the Offeror must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation</u>

By signing this form, I acknowledge that the above named Offeror accepts, without qualification, all terms and conditions stated in this RFP except those clearly outlined as objections above.

Signature

Title

Date