

# Your Health Idaho

Health Insurance Exchange Solution and Operations

Request for Proposals September 25, 2013

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## 1. INTRODUCTION AND OVERVIEW

## **1.1. Purpose of Procurement**

Your Health Idaho (YHI) is issuing this Request for Proposals (RFPs) to obtain competitive and binding responses from qualified candidates to implement a fully functioning state-based Health Insurance Exchange (Exchange) for the State of Idaho that is operational no later than October 1, 2014.

The purpose of this RFP is to procure a Contractor to implement an Exchange solution that includes functionality for a web portal, enrollment, plan management, financial management, and Small Business Health Insurance Options Program (SHOP). The Exchange solution must also support consumer assistance activities, notices and reporting, and administrative functions (audits and analytics).

Providing an Exchange eligibility function is <u>not</u> a requirement of the Contractor.

Commercial-Off-The-Shelf (COTS) vendors, Software-As-A-Solution (SaaS) vendors, and System Integrators (SIs) are all welcome to submit bids as Prime Offerors. Partnering between vendors is anticipated and is not discouraged nor disallowed. While it is the strong preference of YHI to procure a COTS or SaaS solution vendor as the prime Contractor, with a System Integrator providing any services deemed necessary, as a Subcontractor, prime bids by System Integrators will be accepted so long as they meet all requirements for a State-Based Marketplace. All Prime Offerors must propose a complete solution.

## **1.2.** Issuing Officer

This RFP is issued by Your Health Idaho. The Issuing Officer, listed below, is the sole point of contact from the date of release of this RFP until the selection of a successful Offeror. Email or written correspondence are the only acceptable forms of contact; telephone or in-person inquiries are prohibited.

Amy Dowd Executive Director Your Health Idaho 714 West State Street Boise, Idaho 83702 rfp@yourhealthidaho.org

## **1.3.** Use of Subcontractors

In the event a proposal is submitted that involves more than one organization, one organization shall be designated as the prime Offeror. All other participants shall be designated as subcontractors. All subcontractors shall be identified by name and for each proposed subcontractor, background information along with a description of the functions or tasks the subcontractor(s) would perform under this RFP must be included consistent with instructions found elsewhere in this RFP. The prime Contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. The project leader (Project Manager) shall be an employee of the prime Offeror and meet all the relevant requirements. The prime Offeror shall sign the contract with YHI.

## 1.4. Overview

This RFP is composed of nine sections, plus appendices:

- Section 1: Introduction and Overview Provides general information on the purpose of the RFP, the authorities relating to the issuance of the RFP and the organization of the RFP
- Section 2: RFP Schedule and Procurement Requirements Provides information on the rules and schedules guiding this procurement
- Section 3: Background Information Describes YHI, partners and stakeholders with an interest in the Exchange, the technology landscape, and guiding principles
- Section 4: Scope of Work Provides information on the services to be provided under the contract
- Section 5: Requirements Provides an overview of the business and technical requirements that an Offeror must meet Section 6 Technical Proposal Response Requirements Defines the requirements for Offerors' Technical Proposals and the information to be provided
- Section 7: Cost Proposal Requirements Defines the requirements for Offerors' Cost Proposals and the information to be provided
- Section 8: Evaluation Process Defines the evaluation process and gives an overview of the evaluation categories
- Section 9: Contract Terms and Conditions Describes the terms and conditions under which the work shall be performed

Various appendices are included to support the information presented in Sections 1 through 9.

## 2. RFP SCHEDULE AND PROCUREMENT REQUIREMENTS

## 2.1. Approach

YHI intends to provide a fair and equitable process for the procurement of the services described in this RFP. Submission of a proposal in response to this RFP constitutes acceptance of the conditions governing the procurement process, including the evaluation factors contained in *Section 8: Evaluation Process* of this RFP.

YHI expressly reserves the right to not award a contract pursuant to this RFP. Contracts awarded pursuant to this RFP will not include minimum guarantees of funding and will include payments based on actual work performed as requested. YHI also reserves the right to:

- Waive any immaterial defect or informality in any response procedure
- Reject any and all proposals
- Request additional information and data from any or all respondents
- Supplement, amend, or otherwise modify the RFP or cancel this request with or without the substitution of another RFP
- Disqualify any Offeror who fails to provide information or data requested herein or who provides inaccurate or misleading information or data
- Disqualify any Offeror on the basis of any real or apparent conflict of interest
- Disqualify any Offeror on the basis of past performance on other projects

## 2.2. **RFP** Timeline

The schedule set forth herein represents YHI's anticipated schedule for this procurement. YHI reserves the right to modify dates per extenuating circumstance. The procurement schedule is as follows:

### Table 2-1: Procurement Schedule

Activity	Date
Issue RFP	September 25, 2013
Submission of Written Questions	October 2, 2013 (3:00 PM MT)
Written Responses to Questions and Addendum to RFP Posted (as necessary)	October 9, 2013
Proposals Due	October 17, 2013 (3:00 PM MT)
Oral Presentations/Interviews (if held)	TBD
Anticipated Contract Award	November 20, 2013
Anticipated Contract Execution Date	December 15, 2013

## **2.3.** Written Questions

YHI will accept written questions related to this RFP until the dates and times specified in *Table 2-1*. The written questions must reference the RFP section, page, and paragraph number in the format provided in *Appendix G* of this RFP.

Offerors may email written questions in Word 2010 or lower to the procurement email address at: rfp@yourhealthidaho.org.

YHI will respond to all written questions and issue addenda (if necessary) on the dates and times specified in *Table 2-1*. Only written responses to questions and/or information included in formal addenda to this RFP shall be considered as official.

#### 2.3.1. Rules of Procurement

To facilitate YHI's procurement process, various rules have been established and are described in the following paragraphs.

#### **2.3.2.** Restrictions on Communications

From the issue date of this RFP until a Contractor is selected and a Contract is signed, the Offeror and/or its representatives are not allowed to communicate with any YHI staff, Board members, staff of any agency of the state of Idaho, or other involved parties regarding this procurement except the RFP Issuing Officer, Amy Dowd, or her designee. For violation of this provision, YHI shall reserve the right to reject any proposal.

### **2.3.3. Disposition of Proposals**

The proposal submitted by the selected Offeror may be incorporated into and become part of the resulting Contract. All proposals received by YHI shall upon receipt become and remain the property of YHI. YHI shall have the right to use all concepts contained in any proposal and this right will not affect the solicitation or rejection of any proposal.

### **2.3.4.** Release of Claims

By submitting a proposal, the Offeror agrees that it will not bring any claim or cause of action against YHI based on: 1) any misunderstanding concerning the information provided herein; 2) concerning YHI's failure, negligent or otherwise, to provide the Offeror with pertinent information as intended by this RFP; or 3) YHI's decision to award the Contract to another party.

### 2.3.5. Responsible Contractor

YHI shall contract only with a responsible Offeror that possesses the ability to perform successfully under the terms and conditions of the proposed procurement and implementation. In letting the Contract, consideration shall be given to such matters as the selected Offeror's integrity, performance history, financial and technical resources, and accessibility to other necessary resources.

### **2.3.6.** Subcontractors

The Offeror must acknowledge a binding agreement between the Offeror and any subcontractors has been executed. Specific instructions regarding this binding agreement can be found in *Section 6: Technical Proposal Requirements*. YHI reserves the right to review any subcontracting agreements.

## 2.3.7. Public Records and Requests for Confidential Treatment

Any proposal submitted that contains trade secrets or other proprietary data must take the following steps to make YHI aware: 1) conspicuously mark the proposal cover sheet as containing confidential information; 2) communicate in the Transmittal Letter that the proposal contains such confidential material, and mark conspicuously (e.g., in the Footer) each page upon which confidential information appears as containing trade secrets or proprietary data. Material so designated shall accompany the proposal but shall be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Identification of the entire proposal as confidential will be deemed non-responsive and disqualify the Offeror. If any of Offeror's confidential information becomes the subject of a public records or other such request for production, YHI will notify the Offeror. If requested by Offeror, YHI will withhold any confidential information from its response to the public records response to the RFP, and requesting that confidential information be withheld from a public records response, Offerror agrees to defend and indemnify YHI, in the appropriate forum and with counsel of YHI's choosing, against any claims that may arise against YHI based on Offerror's request that the confidential information not be disclosed.

### 2.3.8. Amendment to this RFP

YHI reserves the right to amend this RFP at any time. Amendments prior to the deadline for proposal submissions will be posted to YHI's website at yourhealthidaho.org. It is the responsibility of the Offeror to monitor the website for amendments and other communications from the Issuing Officer.

As part of the Transmittal Letter, the Offeror shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number and date of posting.

### 2.3.9. Withdrawals

Prior to the submission deadline for the proposal, an already submitted proposal may be withdrawn by the Offeror by submitting a written request for its withdrawal to YHI, signed by the Offeror. Transmission of the written request via email is acceptable.

An Offeror may submit an amended proposal before the submission deadline for proposals. Such amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the Transmittal Letter of the amended proposal. YHI will not merge, collate, or assemble proposal materials.

Unless requested by YHI, no other amendments, revisions, or alterations to proposals will be accepted after the submission deadline for proposals, as stated in this RFP or any amendment thereto.

#### **2.3.10.** Cancellation of the RFP

The RFP may be cancelled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the YHI or the State of Idaho. YHI shall not be liable for any costs, expenses, loss of profits, or damages whatsoever incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

#### 2.3.11. Additional Materials and Documentation

Upon request from YHI, each Offeror shall submit any additional materials and documentation reasonably required by the State purchasing agency in its evaluation of the proposal.

### 2.4. Submission of Proposals

Proposals must conform to all proposal submission requirements as stated in *Section 6: Technical Proposal Requirements* of this RFP. Failure to meet all requirements will place the Offeror at risk, and YHI may reject the entire proposal.

## **2.5.** Acceptance of Proposals

All proposals properly submitted will be accepted by YHI. However, YHI reserves the right to request necessary amendments from an Offeror, reject any or all proposals received, or cancel this RFP, according to the best interests of YHI and the residents of the state of Idaho.

YHI also reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of YHI or the State of Idaho. In the event YHI waives any minor irregularity in any Offeror's proposal, such waiver shall in no way modify the requirements of this RFP or excuse the Offeror from full compliance with the specifications of this RFP nor excuse the Contractor from any Contract requirement. At the discretion of YHI, the RFP Issuing Officer or her agent may contact the Offeror to clarify irregularities or provide missing requirements. The Offeror is required to submit clarifications or missing requirements with a turnaround time to be determined by YHI.

YHI reserves the right to exclude any and all non-responsive proposals from any consideration for Contract award.

### 2.6. Proposal Opening and Inspection

During the proposal evaluation and award recommendation period, proposals shall not be available for inspection. Proposals shall not be opened publicly, but shall be opened in the presence of two or more YHI officials. The register of proposals and Offerors' proposals shall be open to public inspection after a contract has been awarded and executed by all parties.

## **2.7.** Evaluation of Proposals

Any submitted proposal shall remain a valid proposal for 180 days from the proposal due date.

Proposals that are submitted in a timely manner and meet the mandatory submittal requirements of this RFP will be reviewed and evaluated in accordance with *Section 8: Evaluation Process* of this RFP.

A Proposal Review Team will be charged with evaluating proposals based on the criteria put forth in *Section 8: Evaluation Process*. During the evaluation process, YHI may contact an Offeror for the purpose of obtaining clarification of its proposal. YHI may, at its discretion, select finalists who would be required to travel to Boise, Idaho (at their own expense) to provide a presentation to the Proposal Review Team. See *Section 8: Evaluation Process* for more detailed information about the evaluation process.

### 2.7.1. Reference Checks

YHI reserves the right to contact any reference provided in the Offeror's response as a means to assist in the evaluation of the proposal, to verify information contained in the proposal, and to discuss the Offeror's qualifications and the qualifications of any key personnel or subcontractor(s) identified in the proposal.

## 2.7.2. Information from Other Sources

YHI reserves the right to obtain and consider information from other sources concerning an Offeror, such as the Offeror's capability and performance under other contracts.

#### **2.7.3. Disqualification of Offerors**

An Offeror may be disqualified and the proposal may be rejected for any one or more of the following reasons applicable to the Offeror or any proposed subcontractor:

- Proof of collusion among Offerors, in which case all bids involved in the collusive action shall be rejected and any participant to such collusion shall be barred from future bidding until reinstated as a qualified Offeror
- Lack of responsibility and cooperation as shown by past work or services
- Being in arrears on existing contracts with the State of Idaho or having defaulted on previous contracts
- Lack of proper license to cover the type of work contemplated, if required
- Any noncompliance with applicable laws
- Delivery of its proposal after the proposal due date
- Failure to pay, or satisfactorily settle, all bills overdue for labor and material on former contracts with the State of Idaho at the time of issuance of this RFP
- Lack of financial stability and viability
- Substandard performance related to meeting the requirements from previous State of Idaho contracts
- Lack of sufficient experience to perform the work contemplated

#### 2.7.4. Irregular Proposals

Proposals may be considered irregular and rejected for the following reasons including, but not limited to the following:

- If the Transmittal Letter is unsigned by an Offeror or does not include a certification of the authority of the officer submitting the proposal to submit such proposal
- If the proposal shows any non-compliance with applicable law or contains any unauthorized additions or deletions, conditional bids, incomplete bids, or irregularities of any kind, which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning
- If an Offeror adds any provisions reserving the right to accept or reject an award or adds provisions contrary to those in the solicitation

## **2.8.** Best and Final Offers

Any submitted proposal shall remain a valid proposal for 180 days from the proposal due date.

Proposals that are submitted in a timely manner and meet the mandatory submittal requirements of this RFP will be reviewed and evaluated in accordance with *Section 8: Evaluation Process* of this RFP.

By responding to this RFP, all Offerors acknowledge that YHI is working under significant time restraints and may or may not have the resources to provide a full and complete evaluation of every proposal received in response to this RFP. In that regard, YHI reserves the right, if deemed necessary and in its sole discretion, to conduct an initial review of all proposals for the purpose of establishing a list of qualified semi-finalists. The initial review will be based on factors that are consistent with the evaluation criteria outlined in *Section 8: Evaluation Process*. In such an event, YHI will then move forward with a complete evaluation of those proposals. YHI will not be obligated to disclose the list of semi-finalists to any Offeror.

A Proposal Review Team will be charged with evaluating proposals based on the criteria put forth in *Section 8: Evaluation Process*. During the evaluation process, YHI may contact an Offeror for the purpose of obtaining clarification of its proposal. YHI may, at its discretion, select finalists who would be required to travel to Boise, Idaho (at their own expense) to provide a presentation to the Proposal Review Team. See *Section 8: Evaluation Process* for more detailed information about the evaluation process.

## 2.9. Award Notice

Notification of intended contract award, if any, shall be provided to the selected Offeror on or about the date specified in *Table 2-1*. Such notification shall be subsequently confirmed in writing. The Contract award is subject to availability of funding.

Successful Offeror receiving award notification agrees to enter immediately into good faith contract negotiations consistent with procedures and processes to be established by YHI, including those described in *Section 2.10: Contract Negotiation Process*.

YHI nor the State of Idaho are not liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date, and contract work prior to this date may result in no payment. YHI reserves the right to modify this policy; any modification will be made in a written statement and signed by both YHI and the Offeror.

## 2.10. Contract Negotiation Process

Upon completion of the evaluation process, YHI will select one Offeror with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision is in the best interest of YHI and the State of Idaho. In the event that YHI is not successful in negotiating a contract with a selected Offeror within thirty (30) days from the date that contract negotiations begin, YHI reserves the option of negotiating with another Offeror.

## 2.11. Protest Policy and Procedures

The Offerors who submit proposals in response to this RFP may protest the award of the contract resulting from this RFP. A Notice of Intent to Protest must be made in writing to the Issuing Officer and must be received no later than three (3) working days from the notice of non-award. If no such Intent is timely filed, the Offeror forgos its ability to pursue a protest.

A Protest Notification must be made in writing to the Issuing Officer and must be received no later than seven (7) working days from the notice of non-award. The Protest Notification must contain specific grounds for the protest. Supporting documentation must be included with the protest. A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived.

Only the following are acceptable grounds for protest:

- Failure to follow any of the following: 1) YHI procedures established in the RFP; or 2) YHI rules of procurement
- Errors in computing scores which contributed to the incorrect selection of an Offeror
- Bias, discrimination, or conflict of interest on the part of an evaluator

Disallowed grounds include:

- Evaluator qualifications to serve on the Proposal Review Team
- The professional judgment of the Proposal Review Team
- YHI's assessment of its own needs regarding the solicitation

A protest that is incomplete or not submitted within the prescribed time limits will be summarily dismissed.

## **3. BACKGROUND INFORMATION**

## 3.1. Affordable Care Act (ACA) Impact

On March 23, 2010, the President signed into law the Patient Protection and Affordable Care Act (PPACA). On March 30, 2010, the Health Care and Education Reconciliation Act of 2010 was signed into law. These laws, collectively referred to as the Affordable Care Act (ACA), encompass laws designed to achieve broader access to health care for all Americans, including expanding health insurance coverage, providing more health care choices, enhancing the quality of care for all Americans, holding providers and delivery systems more accountable for health outcomes, and lowering overall health care costs.

Among these provisions is the opportunity for each State to establish an American Health Benefit Exchange by January 1, 2014, that will serve to:

- 1. Facilitate the individual purchase of qualified health plans
- 2. Provide for the establishment of a Small Business Health Options Program (SHOP Exchange), designed to assist qualified employers in facilitating the enrollment of their employees in qualified health plans offered in the SHOP Exchange
- 3. Meet all requirements specified in ACA

## **3.2.** Idaho Health Insurance Exchange (YHI)

Your Health Idaho (YHI) was established as result of legislation passed into law during the 2013 legislative session (Idaho Code § 41-6101 et seq.). YHI is an independent body corporate politic, as mandated by State law. YHI is responsible for complying with the mandates required within the ACA, including implementing a State-based Marketplace (SBM) to facilitate access to affordable health insurance coverage for all citizens of the State of Idaho.

The enabling legislation was passed in March, 2013. Idaho policymakers, in consultation with the CMS and CCIIO, determined that the State of Idaho would pursue the supported State exchange model for October 1, 2013 implementation purposes. In part that meant utilizing the technical platforms offered by the Federally Facilitated Health Insurance Exchange (FFM) for October 1, 2013 open enrollment (referred to as Phase 1) while simultaneously working towards a fully functioning State-based Marketplace no later than October 1, 2014 (referred to as Phase 2).

YHI received a Federal grant in November 2011 to begin establishment activities for an Exchange. An extension of the original Level 1 Establishment Grant was granted on November 27, 2012 to continue establishment activities and move towards the procurement of a Health Insurance Exchange (HIX) solution.

## **3.3. YHI Stakeholders**

The primary stakeholders in Idaho, responsible for creating a successful Exchange in Idaho, include YHI and its Board of Directors, the State of Idaho Department of Health and Welfare (DHW), the State of Idaho Department of Insurance (DOI), Issuers, Agents and Brokers, and consumer assistance resources.

At the federal government level, the primary stakeholders include the Centers for Medicare and Medicaid Services (CMS) and the Center for Consumer Information and Insurance Oversight (CCIIO), both divisions of the United States Department of Health and Humans Services (HHS). CMS is responsible for ensuring that Medicaid's interests are represented in the integration of Exchanges with current state eligibility systems, while CCIIO is charged with helping implement many provisions of the ACA, including primary oversight of SBMs.

## **3.3.1.** Department of Health and Welfare (DHW)

The Idaho Department of Health and Welfare (DHW) is an executive department of the State government set forth by the Idaho Constitution. The DHW is comprised of eight Divisions including: Medicaid, Public Health, Behavioral Health, Family and Community Services, Welfare, Operational Services, Information and Technology, and Licensing and Certification. Each Division is comprised of Bureaus that oversee individual programs.

YHI will be working closely with the Medicaid program to ensure proper coordination between the Exchange and Medicaid regarding eligibility determinations and referrals of individuals and families.

## **3.3.2.** Idaho Department of Insurance (DOI)

The Idaho Department of Insurance is an executive department of the State of Idaho. The DOI is the responsible entity for managing all certification and plan management-related functions in the State, including the review and regulation of Qualified Health Plans (QHPs) and QHP issuers (insurance policies and insurers). DOI also has the statutory responsibility for licensing and overseeing private health insurance agents and brokers in the State.

The DOI Consumer Services Bureau (CSB) is responsible for the oversight of the licensure and solvency of issuers desiring to submit QHPs to the Exchange. As it relates to the Exchange, CSB will play a role in addressing consumer inquiries, comments and complaints; collect data; and report data to the federal government.

## 3.3.3. Carriers

Carriers will be responsible for providing DOI with carrier QHP offerings for open enrollment periods. DOI will evaluate QHP certification applications and notify the health plans of acceptance or rejection, confirming or denying, respectively, their participation in the Exchange for the next open enrollment period. It is anticipated that multiple health plan carriers plan to participate in the Exchange, offering multiple plans.

### **3.3.4.** Agents and Brokers

Agents and brokers play an important role in the distribution of health insurance in Idaho. Currently, individual consumers and business rely on agents and brokers to sort through health insurance options, provide health plan recommendations and serve as their agents throughout the year in dealing with carriers. YHI will permit agents and brokers to interact with the Exchange, pursuant to 45 CFR 155.220(a). Licensed agents and brokers will assist qualified individuals, employers and employees with enrollment in QHPs in the same manner that it is currently done in the traditional market.

## **3.3.5.** Community Connectors

Consumer Connectors (including agents, brokers or In Person Assisters) are individuals and businesses who can help Idahoans apply for and enroll in a QHP through the Exchange. Consumer Connectors will be able to help Idahoans compare rates, evaluate benefits, understand premium assistance and reduced cost-sharing options for which they may be eligible. The organizations that will be providing information to the community as a Community Assistor include:

- Idaho Primary Care Association, including thirteen (13) Community Health Clinics throughout the State
- Mountain States Group, an agency with presence across the state with focus on Rural Health, Aging Services, Children Services, Mental Health Services, Public Health and Policy, and Refugee Services
- **Public Health Districts**, representing seven (7) Community Health Districts providing services to clients in varying income levels
- Idaho Association of Counties, representing forty-four (44) counties across the State of Idaho assisting in applications and services for indigent fund. Not all counties are expected to participate
- Idaho Hospital Association, including forty-two (42) hospitals providing vital services to the community
- Community Action Partnership (CAP) of Idaho, representing eight (8) CAP agencies statewide. Each CAP agency is a private, non-profit association dedicated to fighting the causes and conditions of poverty in Idaho

## **3.4.** Information Technology (IT) Landscape

### **3.4.1.** Current Environment and Systems

Table 3 - 1: Idaho's Current IT Systems describes Idaho's current/legacy software that could be applicable to establishing a fully-functioning SBM. It should be noted that YHI does not currently have any IT System infrastructure required to support the Exchange.

Component	Description
IBES	The Idaho Benefits and Eligibility System (IBES) is a modern, secure, and easy to use statewide eligibility determination and case management platform for the Self-Reliance (SR) benefit programs including food stamps, cash assistance, and Medicaid. IBES is a J2EE based application running on JBoss application server on Sun SPARC servers. All IBES data is stored in an Oracle database.
Business Rules Engine	Eligibility business rules are documented and developed using a COTS rule engine called ILOG JRules.
eCaseFile	eCaseFile is a client server VB.Net application. All eCaseFile data is stored in a Microsoft SQL Server database using EMC ApplicationXtender. eCaseFile

### Table 3 – 1: Idaho's Current IT Systems

Component	Description
	is the electronic document management solution used by the Self Reliance and Child Support programs.
eVerif-I	eVerif-I is a J2EE based application running on JBoss application server on Windows servers. All eVerif-I data is stored in a Microsoft SQL Server database. eVerif-I is used to validate and verify client information with various internal/external partner applications.
Data Warehouse	The data warehouse stores data in Microsoft SQL Server. Data is extracted, transformed, and loaded into the data warehouse using IBM InfoSphere DataStage. BusinessObjects is used for reporting.
MMIS	The Idaho Medicaid Management Information System (MMIS) is comprised of four major components that were supplied by three different companies. The Base MMIS and Electronic Document Management System (EDMS) components were supplied by Molina Medicaid Solutions. The Pharmacy Benefit Management System (PBM) component was supplied by Magellan. The Decision Support System/Data Warehouse (DSS/DW) component was supplied by Thomson Reuters. MMIS uses Molina Medical Solutions' state-of- the-art Health PAS system. Health PAS aligns with the Medicaid Information Technology Architecture (MITA). MMIS data is stored in a Microsoft SQL Server database.
Payment Processing	Online payments are made through the Access Idaho website. Users are redirected to the site to complete the payment transaction.
RDBMS	Two relational database management systems are used by Idaho to manage the data for the automated systems. Oracle Database 10g is used by IBES. eVerif-I and eCaseFile use Microsoft SQL Server 2008.
Reporting	Reporting requirements are fulfilled through a number of reporting products like Adobe LifeCycle Form ES, InetSoft StyleReport Pro, Oracle Reports, and Crystal Reports.
Security	Security is provided by Microsoft Integrated Windows Authentication services and CA Siteminder.

## **3.4.2.** Guiding Principles for the YHI

YHI seeks to develop an Exchange that is "designed by and for Idahoans." This sentiment shapes the goals and objectives of YHI, shared below, which in turn directly or indirectly influence this procurement.

- A low cost Exchange solution that is financially self-sustainable and which prioritizes reusability as much as possible
- A user-friendly customer experience, including a marketplace for individuals and small groups to shop, compare, and purchase health insurance products
- Encouraging full participation in the Exchange market by Idaho insurance carriers
- Increasing choice and cost competition for individual and small group health insurance products in Idaho
- Increasing the number of Idaho residents with health insurance coverage

In defining the procurement strategy for the Exchange, YHI sought to develop guiding principles for the procurement based upon those goals. These guiding principles denote that the Exchange procured as result of this RFP shall:

- Be financially and operationally sustainable Idaho wishes to establish a fully-functioning Exchange that is of higher quality and lower cost than any other SBM
- Leverage implementations already in place in many States, including prioritizing out-of-the-box functionality
- Provide affordable long term maintenance and operations, while delivering the best product support and upgrades
- Enable seamless integration and interoperability with other systems, as required
- Produce a high level of service, support, and ease of use to all consumers including leveraging Idaho-based resources whenever possible
- Be adaptable to new products and services as they become available through federal or Statebased regulations
- Be modular and componentized but function as a single service
- Enable the right information to be accessible at the right time, by the right people while maintaining exceptional privacy and security levers
- Be developed such that it leans to the future and not simply replicate the "as is" while demonstrating scalability and flexibility

To ensure that the guiding principles are upheld through implementation the vendor shall:

- Work collaboratively with YHI, DHW, DOI, and other state and county agencies, insurance carriers, agents and brokers, and the general public as required to ensure all stakeholder needs are prioritized, met, and resolved
- Provide a team that demonstrates superior technical skill, current domain knowledge, and experience in implementing large-scale HIX efforts in other States
- Exercise an an approach that is honest, forthright, trustworthy, collaborative, flexible, and, above all, invested in YHI's success

## 4. SCOPE OF WORK

## 4.1. Overview

Your Health Idaho (YHI) is issuing this RFP to procure and implement an innovative, flexible and interoperable solution for the design, development and implementation (DD&I) as well as maintenance and operations (M&O) of its Health Insurance Exchange system (Exchange). The procured solution will support the core operations of the YHI, be flexible enough to adapt to changing policies and business rules, interoperate with required external systems, show reuse of modern HIX technologies, utilize best practices and provide a seamless transition from the FFM technology platform. The intent of this procurement is to acquire a fully functional Exchange solution, including the components outlined in *Table 4-1: Exchange Core Business Processes* and the requirements described in *Section 5: Requirements* and detailed in *Appendix L&M*. The Exchange system requested in this RFP will provide core HIX functions and key operations that will be required to stand up a State-based Marketplace (SBM) no later than the start of the 2014 open enrollment period on October 1, 2014, including a full transition from the FFM technology platform to an SBM technology platform. The Contractor shall propose a solution that meets all of YHI's requirements as outlined in this RFP.

Commercial-Off-The-Shelf (COTS) vendors, Software-As-A-Solution (SaaS) vendors, and System Integrators (SIs) are all welcome to submit bids as Prime Offerors. Partnering between vendors is anticipated and is not discouraged nor disallowed. While it is the strong preference of YHI to procure a COTS or SaaS solution vendor as the prime Contractor, with a System Integrator providing any services deemed necessary, as a Subcontractor, prime bids by System Integrators will be accepted so long as they meet all requirements for a State-based Marketplace. All Prime Offerors must propose a complete solution.

The Contractor will be required to work in collaboration with the YHI, the State of Idaho (including DHW and DOI), carriers, agents/brokers and other YHI stakeholders to accomplish the project objectives.

The Contractor shall be responsible for providing computer hardware and software resources to support the completion of all tasks. The Contractor shall provide YHI (and/or their appointed representatives) with online access to the Exchange's database(s), all applications, and report generation capabilities as described in this section and in the Technical and Functional Requirements, outlined in *Appendix L&M*.

## 4.1.1. YHI's Vision for Solution Functionality

YHI's vision reflected throughout this RFP is to procure an Exchange solution that moves Idaho toward its vision of providing an "Idaho Exchange designed by and for Idahoans". Specifically, this solution will:

- Reflect the Offeror's experience in implementing CMS/CCIIO-compliant COTS and/or SaaS HIX solutions in other States
- Leverage technology and lessons-learned to the greatest extent possible from other SBMs that implemented a State-based technology platform for their Exchange solution for October 1, 2013
- Promote sharing, leverage and reuse of similar technologies and systems within and among States;

- Provide a flexible, scalable and cost effective software architecture to achieve the goals set forth by YHI and CMS/CCIIO and minimizes duplication of services/processes
- Ensure interoperability and/or integration with IBES, SERFF, and other State systems, as required by YHI and CMS/CCIIO to meet program requirements
- Provide a secure, browser-based application for minimal desktop footprint, ease of application updates, ubiquitous access for all users (including Exchange customers and stakeholders), and support automated interaction with users and stakeholders, to the extent possible
- Provide a hosted Exchange technology solution, including the required hardware, software, network components, other infrastructure, and ongoing maintenance and operations
- Promote integrated back office functionality to support Exchange business operations and communications with external systems, as required
- Is consistent with all UX 2014 Methodology
- Conforms to CMS Guidance for Exchange and Medicaid Information Technology Systems, Version 2.0 and future versions
- Meet and/or exceeds all privacy and security industry standards set forth by the ACA, HIPAA, Accessibility for Individuals with Disabilities, Federal Information Process Standards (FIPS), Idaho Code § 41-6101 *et seq.* and other relevant Idaho regulations

It is expected that consumers will access the Exchange from their homes and other locations; therefore the Exchange web portal is expected to be available to users twenty-four (24) hours a day, seven (7) days a week with the exception of scheduled maintenance outages.

Offerors' proposal must address specific opportunities to reuse functional components, operational capacities or business rules from other States and must recommend strategies to reduce the build and operational costs by sharing components and capabilities from other States.

The solution proposed by Offerors must provide the full suite of health insurance marketplace functionality required to execute the core business processes of an SBM. *Table 4-1: Exchange Core Business Processes* below highlights key details of these major functional business processes.

Functional Area	Key Business Processes to be Supported
Web Portal & User Interface Functions	<ul> <li>Provide a single-session experience for consumers to enter required information, receive an eligibility determination, compare insurance plans, select a plan and complete the enrollment transaction</li> <li>Provide a web portal for consumers and businesses accessing YHI services</li> <li>Provide automated noticing to consumers, employers, agents and brokers, and issuers</li> <li>Promotes self-service for consumers and/or their appointed broker, agent, IPA or Navigator</li> </ul>
Eligibility	<ul> <li>Application intake</li> <li>Eligibility data varification</li> </ul>
	Eligibility data verification

Functional Area	Key Business Processes to be Supported
	<ul> <li>Case management</li> <li>Noticing</li> <li>Establishment of an interface with the Idaho Department of Health and Welfare (DHW) eligibility system – also known as IBES – to utilize its rules engine for eligibility determination</li> <li>Establishment of data interfaces to share and consume data from IBES for DHW's and YourHealth Idaho's respective needs</li> <li>Establishment of an interface with the Federal Data Services Hub to perform eligibility data verification</li> <li>Pre-screening functionality to provide expected eligibility based on limited data input</li> </ul>
Enrollment	<ul> <li>Individual enrollment/re-enrollment in a QHP, including enrolling participants, renewing enrollment and conducting enrollment reports</li> <li>Browsing capabilities without registration or application requirements</li> <li>Displaying premiums based upon user-specific variables with shop and compare functionality</li> <li>Interface(s) with insurers to conduct electronic enrollment transactions and periodic reconciliation of enrollment data</li> </ul>
SHOP Functionality	<ul> <li>Accept employer applications and verify employer data</li> <li>Eligibility determinations for employer participation</li> <li>Allow employee rosters to be uploaded</li> <li>Allow employer to select QHPs to be offered and contribution amounts</li> <li>Accept employee applications and verify employee data</li> <li>Facilitate employee QHP enrollment through the SHOP marketplace</li> </ul>
Plan Management	<ul> <li>Integration with SERFF to accept certified plan data</li> <li>Management of QHP operational and quality data</li> <li>Managing QHP decertification</li> <li>Coordination with Idaho Department of Insurance (DOI) to exchange plan management data</li> </ul>
Financial Management	<ul> <li>Determination of insurer users fees for the individual marketplace</li> <li>Processing billing, receivables, general and subsidiary ledgers, premium aggregation, reporting and reconciliation for the SHOP marketplace</li> <li>Coordination with YHI to exchange financial data to support</li> </ul>

<b>Functional Area</b>	Key Business Processes to be Supported
	Exchange accounting and financial controls
Consumer Support Functions and Noticing	<ul> <li>Manage responses to information requests and requests for service, including providing functionality to support information exchange between the Exchange and community partners</li> <li>Support efficient complaint and appeals processing, case management and requests across phone, web, paper and face-to-face</li> <li>Customer Relationship Management functionality</li> <li>Electronic document management functionality to support eligibility and other marketplace operations</li> <li>Functionality to enable Navigators, In-Person Assistors, and Agents/Brokers to submit applications on behalf of individuals</li> <li>Capability to track and report on Navigator, In-Person Assistor, and Agent/Broker activity in the system</li> </ul>
Administrative and Reporting Functions	<ul> <li>Data warehouse, reporting, and business analytic capability</li> <li>Provide audit and program integrity mechanisms and business analytics functionality</li> <li>Security systems to ensure privacy of data and all PHI/PII</li> </ul>

In addition to providing system functionality to support the business processes above and the requirements in this RFP, the Contractor will be required to complete the migration of this functionality, which will be provided by the FFM beginning in October 1, 2013 to Idaho's SBM by October 1, 2014. This transition will also include the conversion of data from the FFM. The requirements for the Contractor related to migration and conversion activities are listed below. The Contractor will be expected to work closely and collaboratively with CMS/CCIIO to plan, design, and execute the migration throughout the project.

## 4.2. Organization of this Section

The Scope of Work (SOW) for this project includes the following major activities:

- Organization and staffing
- Project management
- Design
- Development
- Testing
- Training
- Conversion/migration
- Implementation
- Maintenance & operations
- Enhancements

#### • Turnover

Each section describes the work required to successfully complete the activity, including the description of work, deliverables, and the Contractor and YHI responsibilities.

Deliverable requirements in this section include those required by YHI as well as those required by federal agencies for the Exchange to meet Exchange life cycle (ELC) requirements, artifacts and gate reviews. The Offeror will have an opportunity to propose consolidation of deliverables as long as it meets all deliverable requirements. During the proposal process, the Offeror may suggest an alternative deliverable approach and methodology in the appropriate Tab, as described in *Section 6: Technical Proposal Requirements*.

## **4.3.** Organization and Staffing

The following section provides a description of the work, deliverables, Contractor and YHI responsibilities required to plan and executive the activities described in this RFP as they relate to organization and staffing. During the proposal process, the Offeror shall outline their approach to completing the tasks as outlined in this section and shall include resumes and references for all key personnel identified below.

## **4.3.1.** Organization and Staffing Description

The organization and staffing plan activities shall begin upon execution of the YHI contract for services required by this RFP. With these activities, YHI and the Offeror set the staffing plan for all subsequent project activities. Organization and staffing plan activities shall not commence until YHI approval of the contract, including identification of the contract start date. Specifically, organization and staffing plan activities consist of the following:

## 4.3.1.1 Organization and Staffing Plan

The Contractor will be required to assign key personnel to the YHI project, some on a fulltime basis. With the exception of the Project Manager, key personnel are not required to be located in Boise, Idaho but must be available to be onsite, at the request of YHI. With the exception of the Project Manager, key personnel are not required to be solely dedicated to the YHI project for the entirety of the contract, however must be available to the project as required by YHI. The Contractor shall submit a staffing plan to YHI for review and approval. The staffing plan shall include how the Offeror plans to address staffing requirements, project roles, project responsibilities, resource allocation, staff reporting/organizational structure, and how changes in staff will be handed throughout all phases of the project, including for subcontractors (if applicable). The staffing plan shall also describe how it will train, educate and supervise staff in preparation for project work execution. In the event that the Contractor proposes to make changes to the key personnel assigned to the project at any time, the proposed change is subject to YHI review and approval. YHI also reserves to reject proposed changes in the best interest of YHI or the State of Idaho.

#### 4.3.1.2 Key Personnel

The Offeror shall identify key personnel and their roles and responsibilities for all phases of the project, including each major activity as listed within this section of the RFP. The Offeror shall submit resumes and also provide a short narrative description of relevant experience for all proposed key management and staff personnel identified in the proposal. Subcontractors proposed for key personnel positions shall be identified as such. Resumes should be submitted in accordance with the instructions outlined in *Section 6: Technical Proposal Response Requirements*. In the event that any project staffing changes are required throughout the course of the contract resulting from this RFP, YHI reserves the right to review and approve any substitute key personnel.

Key personnel for all phases of the project, include, at a minimum:

#### A. Project Manager

The Offeror will be required to assign an experienced Project Manager to the project. The Project Manager will have full authority on behalf of the Offeror to administer and manage all aspects of the project, including DDI and M&O. The Project Manager will serve as the primary liaison to YHI. TheProject Manager will be required to be onsite in the Boise, Idaho area throughout the contract period and will be required to be knowledgeable with the proposed solution.

It is desired that the Contractor's Project Manager be a certified Project Management Professional (PMP) and have, at a minimum:

- Four (4) years project management experience
- Three (3) years of experience managing large-scale projects, including at least two (2) years in the state or federal health and human services sector
- Two (2) years of experience with systems analysis and design, including experience in managing system configuration and deployment
- Two (2) years of experience managing a team with more than five (5) people
- Demonstrated knowledge of the ACA and CCIIO's guidance for HIX systems
- One (1) year of experience in HIX solutions
- Completed at least one (1) project within the past three (3) years that involved communication and coordination of activities with external stakeholders.

The Offeror will provide a single Project Manager to manage the entire project, including design, development, implementation and operation. Throughout each phase the assigned Project Manager shall be responsible for the successful completion of all work tasks in each phase as defined within the project work plan and shall work under the direction of YHI's Project Manager. Unless authorized by YHI, the Contractor shall not relocate or divert this person to another contract.

#### B. Account Manager

The Offeror will be required to assign an experienced Account Manager to the project to have full authority on behalf of the Offeror to administer the contract and make decisions that require authority beyond that of the Project Manager. The Offeror's Account Manager will serve as the Offeror's corporate liaison to YHI.

It is desired that the Offeror's Account Manager have, at a minimum:

- Four (4) years account or project management experience
- Three (3) years of experience with large-scale projects, including at least two (2) years in the State or federal health and human services sector
- Two (2) years of experience managing an account involving more than five (5) project staff
- Demonstrated knowledge of the ACA and CCIIO's guidance for HIX systems
- One (1) year of experience in HIX solutions

Unless authorized by YHI, the Offeror shall not divert this person to another contract.

#### C. Systems Architect/Technical Lead

The Offeror will be required to assign a Systems Architect/Technical Lead to coordinate and manage technical design and operational tasks involved in performing the requirements of this RFP. The Systems Architect/Technical Lead will serve as the primary technical contact for YHI. The Systems Architect/Technical Lead will be responsible for designing, analyzing and managing all technical aspects of the Exchange, including, but not limited to the technical layers of the Exchange, the hardware and software components, all required interfaces, the connectivity of layers, the network architecture and how the Exchange traces back to ACA requirements.

It is desired that the Offeror's Systems Architect/Technical Lead have excellent communication skills, demonstrated comprehensive experience managing the planning, development, testing, and implementation of software applications, demonstrated comprehensive experience using ELC methodologies and demonstrated ability to simultaneously manage large scale concurrent projects while effectively responding to YHI business priorities.

It is desired that the Offeror's Systems Architect/Technical Lead have, at a minimum:

- Five (5) years experience in large-system design, development and implementation and managing staff in a complex IT environment is required, with at least two (2) years experience with public or private health insurance Exchanges
- Three (3) years experience with SOA infrastructure and SOA technical governance
- Three (3) years experience implementing Web-based COTS or SaaS systems, with a public-facing Web portal
- Two (2) years of experience with the integration of multiple platforms, such as the integration of COTS, Web-based and legacy applications
- Three (3) years with completing architecture and interface design, similar to the scope and size of this project
- Demonstrated knowledge of the business architecture, information architecture and technical architecture standards and guidance from the ACA, the CCIIO's guidance for Exchanges, and key components of the National Information Exchange Model (NIEM)
- Completed at least one (1) project within the past five (5) years that involved determining the readiness of a system for production, including experience conducting system and user acceptance testing for a similar sized project;
- Experience managing a technical project team of at least three (3) people within that last five (5) years

Unless authorized by YHI, the Contractor shall not divert this person to another contract.

#### **D.** Configuration Manager

The Offeror will assign a Configuration Manager to manage all aspects of configuration for each component of the proposed solution throughout the DD&I process. The Configuration Manager will be required to work closely with Project Manager throughout the design, development and implementation phases.

It is desired that the Configuration Manager have, at a minimum:

- Two (2) years of experience in configuration and deployment of a government or private insurance exchange software application with functionality similar to that required by this RFP
- One (1) year experience involving a Web-based system for use by both internal and external users
- Familiarity and experience with the proposed solution.

Unless authorized by YHI, the Contractor shall not divert this person to another contract.

#### E. Design, Development and Implementation Manager

The Offeror will assign a Design, Development, and Implementation (DD&I) Manager to manage the design, development and implementation phases. This person may not hold any other concurrent position during the design, development or implementation phases.

It is desired that the DD&I Manager have, at a minimum:

- Five (5) years of related system design and management experience, including the management of one HIX system's design, development and implementation phases
- Experience involving project management of an enterprise-wide architecture, networking, multiple-systems integration, hardware and software
- Five (5) years of experience managing a technical team of five (5) or more people and its activities from inception through implementation on projects of similar size and complexity to this project

Unless authorized by YHI, the Contractor shall not divert this person to another contract.

#### F. Training Manager

The Offeror will be required to assign a Training Manager to coordinate and manage the training tasks required as they relate to this RFP. The Contractor's Training Manager will be responsible for planning and carrying out all training activities related to the Exchange in accordance with ACA and CMS/CCIIO requirements.

It is desired that the Training Manager have excellent communication skills, demonstrated comprehensive experience in training staff on software applications, and knowledge of the proposed solution. It is desired that the Contractor's Training Manager have, at a minimum:

- Two (2) years of experience in training for system solutions, including developing course content and delivering training to users and trainers
- One (1) year experience in training on a project involving deployment of a Web-based system to internal and external users
- Demonstrated knowledge of the business architecture, information architecture, and technical architecture standards and guidance from the ACA, the federal government's guidance for Exchanges, and key components of NIEM
- Experience training in the health care or insurance industry

Unless authorized by YHI, the Contractor shall not divert this person to another contract.

### G. Test Manager

The Offeror will be required to assign a Test Manager to coordinate and manage the testing required to move the proposed solution to production. The Test Manager will be responsible for planning and carrying out all testing activities required for Exchange implementation, in accordance with ACA, ELC and CMS/CCIIO requirements.

It is desired that the Test Manager have, at a minimum:

- Four (4) years of experience in testing systems solutions, including all unit, regression and user acceptance testing, developing test plans, test cases and automated test scripting
- Two (2) years of experience managing a testing team for a similar size project
- Two (2) years, of experience in testing for a similar size project involving the deployment of a Web-based system to internal and external users
- Demonstrated knowledge of the business architecture, information architecture, and technical architecture standards and guidance from the ACA, the federal government's guidance for Exchanges, and key components of NIEM
- Experience completing at least one (1) like project within the past three (3) years and successfully determining the readiness of system production

Unless authorized by YHI, the Contractor shall not divert this person to another contract.

#### H. Operations Manager

The Contractor will be required to assign an experienced Operations Manager to the project during the Operations phase of the contract.

It is desired that the Operations Manager have, at a minimum:

- Two (2) years' experience in operations for a hosted solution for either government or private sector clients
- Familiarity with maintaining and operating large scale systems, preferably in health, human services, insurance or similar environment
- Proven experience and knowledge of industry standards and best practices regarding the ongoing operations and management of large scale, enterprise level projects
- Familiarity with Medicaid and/or CHIP eligibility determination processes

- Experience with software similar to that required by this RFP
- Experience with reporting KPIs and implementing process improvements, corrective action plans, and other management tools
- Demonstrated knowledge of the business architecture, information architecture, and technical architecture standards and guidance from the ACA, the federal government's guidance for Exchanges, and key components of NIEM.

YHI acknowledges that the individual proposed for this position may not be required to assume his/her responsibilities for several months after the contract is signed. Nevertheless, it is YHI's expectation that the proposed Operations Manager will be made available to the project at such time as required unless the proposed individual has left the employment of the Contractor. Unless authorized by YHI, the Contractor shall not divert this person to another contract.

### I. Privacy and Security Officer

The Offeror will be required to assign an experienced Privacy and Security Officer to the project for all phases of the project. The Privacy and Security Officer shall be responsible for ensuring that all privacy and security standards are maintained, as required by federal and state regulations, including but not limited to Idaho Code § 41-6101 *et seq*.

It is desired that the Privacy and Security Officer have, at a minimum:

- Three (3) years' experience working in a lead role in Information Technology (IT) Security of a large organization or a large IT project
- Two (2) years of experience securing virtualized data centers
- Two (2) years of experience implementing solutions meeting the HIPAA security standards and regulations
- One (1) years of experience implementing both ACA Standards and HIPAA security standards
- A Certified Information Systems Security Professional (CISSP) certification

Unless authorized by YHI, the Contractor shall not divert this person to another contract.

#### J. Data Manager

The Offeror will be required to assign an experienced Data Manager to the project to complete the work related to data management, conversion, and migration. The Data Manager shall be responsible for ensuring that all data is properly managed and converted while migrating from the FFM technology platform to the SBM technology platform, procured as a result of this RFP.

It is desired that the Data Manager have, at a minimum:

- Four (4) years of experience in data management, of which two (2) years of experience has been in a government or private health insurance, enrollment, or eligibility environment
- Four (4) years of experience with data quality utilizing SOA infrastructure and SOA technical governance

- Two (2) years of experience with data conversion methodologies while implementing Web-based COTS or SaaS on-line transaction processing systems, where the system is a public-facing Web portal;
- Completed at least (2) projects that involved data management, conversion and/or migration in readying COTS or SaaS systems for production
- Experience in managing all issues involving data integrity, conversion, migration, quality, timeliness, efficacy and reliability for integrations and data exchanges with State data and its associated datacenters and stakeholders
- Four (4) years of experience leading data management, conversion and/or migration for a similar sized project.

Unless authorized by YHI, the Contractor shall not divert this person to another contract.

#### K. Business Analyst

The Offeror will be required to assign an experienced Business Analyst to the project for the DD&I phase of the project. The Offeror's Business Analyst shall be responsible for analyzing, refining and validating the Exchange requirements between YHI staff and the Offeror.

It is desired that the Contractor's DD&I Business Analyst shall have, at a minimum:

- One (1) year experience facilitating working sessions to derive business rules, technical requirements and functional relationships
- One (1) year of experience acting as a liaison between the Configuration Manager and Technical System Architect to ensure that YHI requirements are translated accurately into functional and technical requirements
- Two (2) years of experience supporting clients during the design, development and implementation phases of IT projects
- Two (2) years of experience performing knowledge transfer between client staff and technical/operational leads for Medicaid implementations
- Familiarity with ACA project and standards
- Successful engagement on one project working as a Business Analyst on an IT project for a health care-related implementation (preferably health insurance Exchange solution).

Unless authorized by YHI, the Contractor shall not divert this person to another contract.

### **4.3.2.** Organization and Staffing Deliverables

The Offeror shall prepare the following deliverables in support of organization and staffing activities:

- Staffing plan for each phase of the project that addresses staffing requirements, including providing resumes of key personnel, project roles, project responsibilities, resource allocation, staff reporting/organizational structure, and how changes in staff will be handled throughout all phases of the project
- Identify subcontractors in key personnel positions

## 4.3.3. Contractor and YHI Organization and Staffing Responsibilities

Table 4-2: Contractor and YHI Organization and Staffing Responsibilities
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Contractor Responsibilities	YHI
Develop and deliver staffing plan as defined in this	Review Staffing Plan and provide feedback
RFP, including providing resumes for key	Approve Staffing Plan prior to Contractor Project
personnel identified in this RFP	Kick-Off
Maintain and execute the Staffing Plan as defined	Review proposed changes to staffing plan and
in this RFP	provide feedback
Provide YHI with proposed changes to key personnel and required staff with adequate time for review and approval	Approve all proposed key personnel changes
Update and submit all applicable changes to the	Review and approve all documentation updates
staffing plan on a regular basis as approved by YHI	

## 4.4. **Project Management**

The following section provides a description of the work, deliverables, the Contractor and YHI responsibilities required to plan and execute the activities described in this RFP as they relate to Project Management and Control. Project Management is the application of knowledge, skills, tools, and techniques to project activities to meet project requirements. The Project Management tasks consist of the Offeror's approach to planning, reporting, and meeting resource requirements throughout the term of the contract. During the proposal process, YHI expects the Offeror to present a clear understanding of the methods and tools used to ensure that its resources are managed to complete required tasks and deliverables as outlined in this section. During the proposal process, the Offeror shall outline their approach to completing the tasks as outlined in this section.

## 4.4.1. Project Management Description

The Offeror shall be responsible for managing all aspects of the Offeror activities identified in this RFP. Project Management activities consist of the Offeror's approach to initiating, planning, monitoring and controlling, reporting, and meeting resource requirements throughout the life of the contract. The Offeror is expected to present a clear understanding of the methods and tools used to ensure that resources are managed and that the required tasks and deliverables are completed. The Offeror will be required to utilize a formalized approach to project management, which, at a minimum, is compliant with the most recent version of the Project Management Institute (PMI) Project Management Book of Knowledge (PMBOK).

Project Management includes performing the tasks associated with:

- Project Initiation Perform the initial tasks associated with determining the nature and scope of the project and identifying key stakeholders
- Project Planning Plan time, cost, quality, resources, risks, and communications adequately to estimate the work needed to effectively execute project work

- Project Execution Execute project work according to the project management plan (PMP)
- Project Monitoring and Controlling Monitor and control all areas of the project defined in this RFP. This includes monitoring and controlling processes to ensure that potential problems can be identified in a timely manner and corrective action can be taken
- Project Closing Ensure the orderly closeout of the contract

At a minimum, specific Project Management tasks include:

#### 4.4.1.1 Preliminary Planning

The Contractor shall perform preliminary planning tasks to ensure that YHI is prepared to fully initiate project activities on the Contract start date without delays. Activities for this stage include outlining and initiating project communications, introducing respective project teams, detailing specific items negotiated in the contracted scope of work and preparing all teams for full project initiation on the contract start date.

#### 4.4.1.2 Project Kick-Off

The Contractor shall plan and hold Project Kick-Off activities, which will focus on setting the foundation for project management throughout the life of the contract. The Contractor shall assemble all project staff, YHI staff, relevant YHI vendors, and key YHI stakeholders, as directed, in order to review the project plan, schedule, project roles and responsibilities for both Contractor and YHI staff and provide an overview of initial project risks.

The project kick-off meeting shall occur within five (5) business days of contract execution and within forty-eight (48) hours following the meeting, the Contractor shall provide a memorandum documenting meeting minutes, decisions and outcomes.

#### 4.4.1.3 **Project Deliverable Management**

The Contractor is responsible for developing all project deliverables as outlined in this RFP. The Contractor shall include the following sections with each deliverable to ensure transparency and traceability:

- Revision History Identifies the version of the draft, the date the draft was submitted, deliverable point of contact/person making change, and a description of changes made
- Table of Contents Provides an overview of all the contents within the deliverable along with a page references
- List of Figures- Provides an overview of all figures along with page references
- List of Tables Provides a list of tables of all tables along with page references
- Referenced Documents Provides a summary of the relationship of this deliverable to other relevant documents, including the document name, number, and issuance date
- Decision Log Provides a summary of decisions point and owners
- Assumptions/Constraints/Risks Describes any assumptions, constraints, and risks regarding the project that impact the deliverable
- Acronyms Provides a list of all acronyms identified in the deliverable, along with the literal translation and definition

The Contractor shall also develop and submit DEDs for all deliverables for YHI approval prior to deliverable preparation. The DED shall specify the content description, proposed format, proposed media and number of copies for each deliverable. For those deliverables that are not documents, the DED shall include the proposed format and delivery method.

## 4.4.1.4 Exchange Life Cycle Reviews

ELC was developed by CMS to assist with collaboration among the federal government and States, and where possible, unify systems development activities. The Contractor must perform the activities and provide work products necessary to support the ELC as published.

The Contractor shall comply with CMS' ELC requirements by ensuring that the deliverables and artifacts associated with CMS reviews are prepared and available to YHI at least three (3) weeks prior to each of these reviews. For reviews that have already occurred (such as the planning review), YHI will require the Contractor to review the artifacts and make appropriate updates to reflect the Contractor's solution and methodologies.

The U.S. Department of Health and Human Services (HHS) has developed a number of document templates and resources for use when developing ELC artifacts. If applicable, the Contractor shall use the most current version of these templates when developing an ELC artifact.

### 4.4.1.5 Software Project Management Plan (SPMP)

The Contractor must provide a detailed software project management plan (SPMP) that addresses planning, executing, managing, controlling and closing project work through the life of project. The SPMP shall conform with the current version of Institute of Electrical and Electronic Engineers (IEEE) 1058 Standard for Software Project Management Plans; IEEE 12207, Management Process, IEEE 12207.1, Plan – Generic Content guidelines and PMBOK. The Contractor's SPMP must outline open and timely communication lines with YHI and provide a strong foundation for a working relationship to achieve the overall goal of completed system design performance that meets or exceeds user needs on time and within budget. The Contractor's SPMP must be reviewed and approved by YHI as each wave of planning is completed, but no later than twenty-one (21) days after the contract start date. YHI understands that a SPMP is living document; therefore, the Contractor will be required to continually update the SPMP throughout the course of the contract, to account for all changes in the project plan. At a minimum, the Contractor's SPMP shall be updated and submitted to YHI for their review on a quarterly basis. The SPMP, at a minimum, must address:

#### A. Introduction and Overview

The introduction and overview shall provide an overview of the project and product, a list of project deliverables, the plan for development and evolution of the SPMP, reference materials for the SPMP, and definitions and acronyms used in the SPMP.

The introduction and overview shall also specify the process model for the project, describe the project organization structure, identify organizational boundaries and interfaces, and define individual responsibilities for the various project elements.

#### **B.** Project Integration Management

Project integration management includes identifying, defining, combining, unifying and coordinating the various process and project management activities. The Contractor shall define how they will monitor, control and close the project in the SPMP, including a detailed Change Management Plan. Each phase of the YHI project must be addressed, as described in this RFP. The change management plan should address how the Contractor plans to ensure that the project scope and configured items are formally controlled. The change management plan should provide the capability to identify, accept, evaluate, determine, and communicate the disposition of issues that result in changes to project scope, schedule, budget, or configured items. The change management plan should outline how changes will be coordinated across the entire project and how stakeholders will be notified of approved changes.

#### C. Project Scope Management

Project scope management ensures that all project requirements are met without allowing scope creep. The two main areas of scope control are the maintenance and approval of a Work Breakdown Structure (WBS) and a requirement management plan.

The WBS will be incorporated into the contract between YHI and the Contractor and will be made a part thereof. The WBS shall be created and maintained with Microsoft Project and shall include appropriate detail of deliverables and milestones of the project, including:

- Tasks and subtasks, including dependency tasks to the level the WBS is managed by the Contractor
- Milestones and milestone reviews
- All project deliverables
- Resource loading number, level, and type of staff summarized for each task and subtask to the level it is managed
- Estimated effort for each task at the level it is managed
- Gantt chart showing planned and actual start and end dates for tasks and percentage complete Identification of critical path activities
- Time periods for YHI review and comment for deliverables and milestones, and subsequent time periods for Contractor correction.

The requirements management plan shall include the Contractor's methodology for the following:

- Requirements Analysis and Joint Application Design (JAD) sessions for the YHI;
- Approach to providing a detailed requirements documentation and approval process;
- A Requirements Traceability Matrix; and
- A Requirements Gap Analysis and Corrective Action Plan (CAP).

## D. Project Schedule Management

Project schedule management includes activities related to managing the project schedule. The Contractor will be required to provide a schedule management plan, which includes a copy of the project schedule and outlines their approach to schedule definition, approval, and control. The project schedule shall focus on YHI's need to meet the ACA deadlines (including CMS progress and gate review

milestones) and migrate from the current FFM technology platform to the Exchange solution, procured as a result of this RFP. It also includes providing information on schedule performance to the project stakeholders. A schedule management plan must be provided as a part of the SPMP, including criteria for when a schedule change initiates a change control item. Additionally, as a part of project schedule management activities, the Contractor shall provide YHI with weekly status reports, including updates to the WBS, project schedule, identified risks, and mitigation strategies.

## E. Project Cost Management

Project cost management includes the processes involved in planning, executing, budgeting and controlling costs so that the project can be completed within the approved budget. The Offeror shall include a cost management plan in the SPMP, which shall include a project budget and define their methodology for managing and controlling the overall project cost. The project budget may consist of the Offeror's cost proposal; however the project budget must be broken out by functional Exchange areas to facilitate federal reporting. The cost management plan shall include the Offeror's approach to cost estimating and cost control for ongoing changes through the change management process, with the understanding that YHI is seeking efficiency and emphasizing controlled costs.

### F. Project Quality Management

Project quality management involves quality planning, quality assurance and quality control. The Offeror shall include a project quality management plan in the SPMP. The quality management plan shall include the proposed methodology to quality management, specifically the following components:

- Quality planning How the Offeror plans to work with YHI to define quality standards that are relevant to the project and how to satisfy them. Quality metrics, quality checklists, configuration management and process improvement plans are all components of quality planning.
- Quality assurance How the Offeror plans to apply the quality activities to ensure the overall project will employ all processes needed to meet requirements.
- Quality control How the Offeror will monitor and report on specific project results to determine whether they comply with quality standards defined. Results of quality control are fed back to the quality assurance process to re-evaluate and analyze the quality standards.

In addition to the overall methodology for addressing quality assurance and quality control, the quality management plan must also include the Offeror's test plan, as described in this RFP. The test plan shall include proposed methodology for testing in each phase of the project, including the approach to:

- Defect management Includes the processes and components implemented by the Offeror to track, monitor and resolve defects found during any test phase, including a YHI-accessible defect management process and/or tool available during User Acceptance Testing (UAT). The Offeror shall provide a methodology for defect management as a part of the test plan.
- Unit test Includes tests to ensure that changes meet the intended purpose, do not cause unintended consequences, and do not cause system errors upon execution of changed programs, batches, pages, or procedures.
- System test Includes tests of modifications to a collection of components within the context of the system/sub-system in which they function. The testing function must be automated.

System testing ensures that the system functions as designed after development and modification of its components. These tests must use a sample of preliminary converted files, security testing, workflow testing, and usability testing.

- Integration test Includes tests to modifications within the context of the integrated system/sub-systems (the collection of interconnected components) in which it functions. Integration testing helps ensure that a defined set of interconnected systems/sub-systems will perform as designed after additions/modifications to components. The testing must also ensure that interfaces with external systems are exchanging data correctly. These tests must use a sample of preliminary converted files.
- Performance test Includes tests for production based on estimates of application volumes and validate that the system meets performance criteria.
- Regression test Any type of software testing that seeks to uncover software regressions where previously working software functionality stops working as intended. Typically, regressions occur as an unintended consequence of program changes. Regression should occur throughout all phases of the project in conjunction with other types of testing.
- User acceptance test UAT shall include a set of disciplined tests developed by the Offeror with the assistance of YHI that validates/shows all functionality of the system is operating correctly (for example, screen display is correct, edits are working correctly, correct data is being used to populate fields).

UAT demonstrates that the system is ready to perform all required functions in the Exchange; that the Exchange meets RFP requirements; and that all the YHI-approved changes have been implemented successfully. All YHI components and modules will be tested before start of operations. This will also include but not be limited to testing of all: business processes, COTS products, and business rules engines. UAT will be conducted in a controlled and stable environment. No modifications to the software or files in the acceptance test library will be made without prior written approval from YHI. UAT is designed to test the existence and proper functioning of edits and audits, account and federal reporting, file maintenance, and the format and content of the YHI outputs, including outputs for data analysis, all business processes, plan management, financial management, etc.

• Operational readiness test – The operational readiness test is designed to ensure that the Offeror is ready to process all inputs, process participant applications correctly, meet all reporting requirements, use a properly functioning data communications network, and have a demonstrated back-up capacity. The success of the operational readiness test, as determined by the metrics developed by the IV&V/QA contractor, will determine if the Offeror has met the implementation milestone date of no later than October 1, 2014. An additional component of the operational readiness test is the demonstration and verification of data security and fire/disaster prevention and recovery procedures. The Offeror must also execute disaster recovery portion of the test will be limited to a recovery during a daily and a weekly process cycle. The length of the test will be the amount of time that is necessary to recover from the disaster and provide proof that the recovery has been successfully completed.

The test plan will be reviewed and approved in accordance with YHI's standard deliverable submission and review procedure.

#### G. Project Human Resource Management

Project human resource management includes all the processes that are used to organize and manage the project team as outlined in the organization and staffing plan. The Offeror shall include their methodology to human resource management in the SPMP as a human resource management plan, including:

- YHI-approved organization and staffing plan
- Organizational chart for each phase of the project
- Descriptions of roles, responsibilities and skills sets associated with each position on the organizational chart
- Approach to staff retention and ensuring continuity of key personnel indicated in the organization and staffing plan
- Approach to staff performance monitoring
- Succession planning, staff replacement and staff backup
- Procedures for obtaining staffing support if required to meet the requirements of this RFP

#### H. Project Communications Management

Project communications management involves all the processes required to ensure timely and appropriate collection and distribution of project information. The Offeror shall include a communications plan in the SPMP, which promotes open and transparent communication channels between the Offeror's Project Manager and YHI personnel. The communications plan should describe the methodology for determining the information needs of project stakeholders, how information will be made available to stakeholders in a timely manner, and how performance reporting will be distributed to ensure successful project communication to all levels of stakeholders. The communications plan shall also address the method the Offeror plans to use to deliver weekly status reports to YHI detailing project progress against the defined plan and highlighting any critical risks and issues that require YHI's attention.

#### I. Project Risk Management

Project risk management includes all the processes concerned with conducting risk management planning, identification, analysis, responses and monitoring, and control on a project. The objective of risk management is to increase the impact of positive events and decrease the impact and probability of adverse events on the project. The Offeror shall include a risk management plan in the SPMP. The Risk management plan shall include methodology for risk planning, identification, analysis, response planning and monitoring, and controlling project risks. The Risk management plan shall clearly indicate the priority for addressing the risks defined. The necessity and timeline for delivering updated risk management plan shall be defined in writing and approved by YHI's Project Manager immediately after delivery of the initial risk management plan.

As a part of weekly status reporting to YHI, the Offeror must include information on identified risks qualitative and quantitative analysis, including:

- A description of the identified project risk
- A description of the potential impact to the project
- Risk impact rating (e.g. High, Medium, Low)

- The likelihood of occurrence (e.g. High, Medium, Low)
- A quantitative assignment to each risk (if known)
- A description of risk mitigation plan
- A mitigation plan, to be approved by YHI

Project issues are risks that have come to fruition. The Offeror's risk management plan shall also address issue management including tracking, impact analysis, mitigation plans and escalation procedures.

#### J. Project Procurement Management

Project procurement management includes all the processes to purchase or acquire the products and services by the Offeror's project team to meet project requirements. The Offeror shall provide YHI with their corporate procurement management plan, upon request, but is not required to create a project procurement management plan that is specific to this project.

### 4.4.1.6 Status Meetings

The Contractor shall attend status meetings or conference calls on a weekly basis, or more frequently, if necessary. Status meetings will provide updates on project progress as outlined in the weekly status reports. Specifically, weekly status reports shall include:

- Summary of work completed during the previous status reporting period and any results achieved (by relevant WBS elements)
- CMS deliverable milestones
- Updated (if necessary) project schedule
- Summary of project budget status (actuals to projected), including project costs, hours and estimates;
- Summary of the proposed tasks and deliverables to be performed during the upcoming status reporting period;
- Analysis of critical issues, including any schedule slippage;
- Risk tracking, assessment, and mitigation strategies as outlined in this RFP;
- Documentation of issue management and change management with recommended CAP;
- Dashboard summary that tabulates data for performance and work remaining on the project, broken down by relevant WBS elements
- YHI Board reporting, as requested by YHI Executive Director or her agent.

The status meetings shall take place with the YHI Project Manager, Executive Director and other YHI staff, including YHI vendors, as appropriate.

#### 4.4.1.7 Release Plan

The Contractor shall develop a release plan that provides a description of the system functionality that will be developed and implemented in each release, and the rationale for each release. The release plan should include, at a minimum:

- Introduction
- Overview

- Release approach specifically, calling out releases for migration from the FFM technology platform
- Contingency plan

## 4.4.1.8 Architectural Diagrams

The Contractor shall develop architectural diagrams that provide the framework to identify the conceptual integration of the underlying business functionality, data, and infrastructure of the intended Exchange. The initial conceptual design is required in the Technical Proposal, and the Contractor shall update the diagrams throughout project phases.

## 4.4.2. Project Management Deliverables

The Contractor shall prepare the following deliverables in support of project management activities:

- Deliverable Expectation Documents (DEDs)
- Software project management plan
- Weekly status reports outlined in
- Project status meeting agendas and minutes
- YHI Board reporting, as requested
- Release plan
- Architectural diagrams

## 4.4.3. Contractor and YHI Project Management Responsibilities

#### Table 4-3: Contractor and YHI Project Management Responsibilities

	Contractor Responsibilities		YHI
•	Develop and deliver DEDs for all project management deliverables as defined in this RFP	•	Review DEDs and provide feedback Approve DED prior to Contractor development
•	Develop, maintain and execute all project management deliverables as defined in this RFP	•	Review all draft deliverables and provide feedback Approve all deliverables and updates
•	Submit electronic version of all deliverables and documentation in conformance with the most current version of YHI software standards Provider version control for all documentation to maintain historical document archives Turnover all materials submitted as a part of the Exchange project to YHI (all materials shall become property of YHI) to be stored in a central location as determined by YHI for shared viewing	•	Keep the Contractor apprised of YHI software standards and preferences for document storage

Contractor Responsibilities	YHI
Update and submit all applicable changes to applicable project management documentation on a regular basis as approved by YHI PROJECT KICK-OFF	Review and approve all documentation updates
• Make available appropriate management staff to ensure adequate planning occurs prior to project start	• Make available appropriate YHI staff to ensure adequate planning occurs prior to project start
Provide YHI with recommended agenda topics for kick-off meetings	• Approve and finalize agenda topics for kick-off meetings
Plan and lead project kick-off activities	<ul> <li>Coordinate participation of YHI representatives for project kick-off and project status meetings</li> <li>Attend kick-off and project status meetings</li> </ul>
EXCHANGE LIFE CYCLE REVIEWS	
<ul> <li>Provide deliverables to support ELC activities, as required by CMS, including: <ul> <li>Architecture Review (AR)</li> <li>Project Baseline Review (PBR)</li> <li>Preliminary Design Review (PDR)</li> <li>Detailed Design Review (DDR)</li> <li>Final Detailed Design Review (FDDR)</li> <li>Pre-Operational Readiness Review (PORR)</li> <li>Operational Readiness Review (ORR)</li> </ul> </li> </ul>	<ul> <li>Make available appropriate YHI staff to support ELC activities and reviews, as required by CMS</li> </ul>
SPMP	
• Use plans and processes identified in the YHI- approved SPMP to manage the project	• Review, provide feedback and approve the plans and processes identified in the SPMP, including updates as needed
<ul> <li>Develop each component of the SPMP according to the deliverable descriptions, as outlined in this RFP</li> <li>Execute the SPMP according to the YHI-approved components outlined in this RFP</li> <li>Produce Corrective Action Plans (CAPs)throughout the life of the contract to resolve digression from the SPMP, including:         <ul> <li>Description of the problem to correct</li> <li>Owner accountable for results</li> <li>Actions to be taken for correction</li> <li>Deadlines/milestones</li> <li>Specific outcomes and how it will be measured</li> </ul> </li> </ul>	Review and approve

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Contractor Responsibilities	YHI
- Impact to time, cost, quality and resources	
<ul> <li>Manage risks throughout the life of the contract in compliance with the YHI-approved SPMP, including utilizing a Contractor-operated risk log (preferably automated)</li> <li>Provide regular updates to YHI</li> </ul>	• Review risks regularly and provide feedback
<ul> <li>Manage issues throughout the life of the contract using a Contractor- operated tool (preferably automated)</li> <li>Provide regular updates to YHI</li> </ul>	• Review issues regularly and provide feedback
• Notify YHI of any replace staff assigned to the project, if applicable	• Review and approve all staff, including replace staff assigned by the Contractor
STATUS MEETINGS	
<ul> <li>Attend regular status meetings and provide project updates</li> <li>Attend YHI Board meetings, as requested by YHI Executive Director</li> </ul>	<ul> <li>Finalize schedule and location for project status meetings, and notify the Contractor</li> <li>Notify the Contractor of YHI Board meetings that require Contractor attendance</li> </ul>
RELEASE	
• Develop and deliver a Release Plan	• Review and approve
ARCHITECTURAL DIAGRAM	
• Develop and deliver Architectural Diagrams as required by CMS' ELC deliverables	• Review and approve

## 4.5. Design

The following section provides a description of the work, deliverables, and the Contractor and YHI responsibilities required to plan and execute the activities described in this RFP as they relate to Design. Design activities consist of the activities required to design the system and operation of Idaho's Exchange and its supporting programs as associated with this RFP, including the technical design of the enterprise architecture. This will require that the Contractor have a solid understanding of Idaho's Exchange vision as described in this RFP. During the proposal process, the Offeror shall outline their approach to completing the tasks as outlined in this section.

## 4.5.1. Design Description

The Offeror must ensure that their Exchange design meets the requirements outlined in *Section 5: Requirements, Appendix L* and the requirements, to be gathered by the Offeror, that comprise the migration from the FFM technology platform to the Exchange platform, procured as a result of this RFP. YHI has a strong preference for a COTS/SaaS solution that requires more configuration/customization than development. Within the proposal submitted in response to this RFP, the Offeror will address the "degree of fit" of their existing COTS/SaaS solution to the YHI requirements in the Technical and

Functional Requirements matrices – *see Appendix L&M*, including, generally, how much new development will be required and how much customization of existing functionality will be required.

The Contractor is responsible for leading and performing all design activities, including any walkthrough sessions requested by YHI. YHI may request a walkthrough of any documents or processes related to design activities at any time.

YHI shall support design activities as necessary, but these activities are a core function of the Offeror's role as the YHI Exchange solution vendor. Specifically, design activities and tasks shall include:

### 4.5.1.1 Requirements Definition

The Contractor shall work with YHI personnel to transform the defined requirements into a set of desired system technical requirements that will guide Exchange design/configuration. Successful requirements definition activities should result in:

- A defined set of functional and nonfunctional requirements describing the system to be developed and/or configured, including requirements for migrating from the FFM technology platform to the Exchange
- Appropriate techniques to optimize the Exchange
- System requirements that can be analyzed for correctness and testability
- An understanding of the system requirement's impact on the operating environment
- A set of requirements that are prioritized, approved and updated as needed
- A set of requirements that are traceable to both the design specifications, YHI's original requirements baseline and reuse
- A method to evaluate changes to the baseline for cost, schedule and technical impact

At a minimum, specific tasks around requirements definition shall include:

#### **A.Requirements Definition and Validation Plan**

The Contractor shall develop, deliver, maintain and execute a requirements definition and validation plan. At a minimum this plan shall address the following topics and activities:

- Description of tools to be used
- Use of scheduling of resources
- Approach to issue and comment tracking
- The means of measuring that each requirement has been satisfied. Measurement shall be used to generate the test cases for system testing and the User Acceptance Test (UAT)
- A thorough review and validation of all requirements specified in this RFP
- Identify potential training considerations.

The requirements definition and validation plan shall be included as a part of the SPMP upon YHI approval.

#### **B.** Joint Application Requirements Sessions

The Contractor shall plan and facilitate all joint application requirements (JAR) sessions that include Contractor and YHI subject matter experts and cover all Exchange requirements in detail. The Contractor shall develop meeting minutes of all JAR sessions including decisions, justifications for changes (including new, modified, or deleted requirements), outstanding issues that require follow-up, related business processes and their requirements and impacts to future detailed design sessions. During all JAR sessions, the Contractor shall designate a scribe, dedicated to recorded detailed minutes specific to JAR.

### C. Requirements Traceability Matrix (RTM)

The Contractor shall develop, deliver, maintain, and update a requirements traceability matrix. The Offerr shall use the requirements as identified in this RFP to ensure forward and backward traceability. Requirements tracking must assure that all requirements specified in the RFP and associated deliverables are developed, configured, tested and approved by YHI. The Contractor shall specify testable versus non-testable requirements. For all testable requirements, detailed test cases shall be developed to test all functionalities of the requirements (i.e. both technical and business processes) as described in *Section 5: Requirements*. The RTM shall be updated after each major activity and submitted to YHI for review and approval.

### **D.** Requirements Specification Document (RSD)

The Contractor shall provider a requirements specification document (RSD) using a structure and format approved by YHI in the DED and, at a minimum, an introduction, overview, business requirements and rules, global requirements and user requirements. The RDS must include system functional and non-functional requirements (e.g. quality attributes, legal and regulatory requirements, standards, performance requirements and design constraints). These detailed requirements must be traceable back to the requirements specified in this RFP and associated deliverables. At a minimum, the Contractor must:

- Identify how and where the requirements are met in the proposed Exchange
- Define whether the requirement can be met through standard, configurable functionality of the proposed Exchange, a customization or a development activity
- Identify and verify of all internal and external interfaces
- Define a means of measuring that the requirement has been satisfied.

#### **E. Business Rules Document**

The Contractor shall provide a document outlining all business rules that are developed or configured for the Exchange. The document must outline how the business rule aligns to the specific requirement or module/component.

#### 4.5.1.2 Detailed System Design Plan

The Contractor shall develop, maintain, and execute a detailed system design plan that includes:

- A description of the content and structure of the joint application requirements sessions (JARs)
- A description of tools to be used

- A description of the use and scheduling of resources
- An approach to issue and comment tracking
- Potential training consideration identified during the JAD

### 4.5.1.3 Joint Application Design Sessions

The Contractor shall plan and facilitate joint application design (JAD) sessions that include Contractor and YHI subject matter experts and cover the proposed Exchange design. The Contractor shall also development meeting minutes of all the JADs, including decisions and outstanding issues requiring follow-up.

#### 4.5.1.4 Detailed System Design Document

The Contractor shall develop a detailed system design (DSD) document that describes the Exchange, including all systems and components. The DSD shall reflect the detailed design specifications as defined in the JADs and may be delivered incrementally, as they are developed for each functional area or module. Final approval of the DSD will occur when all JADs have been completed and the incremental detailed design specifications have been approved in their entirety. At a minimum, the DSD should include the following:

- A flow diagram of all functions identifying all major inputs, processes, and outputs
- A listing/description of all software modules/functionalities that compose the complete Exchange
- Describe any middleware that is used to connect software modules or if any dependencies exist between the modules
- Detailed screen and report layouts by function;
- Detailed screen and report narrative descriptions by function
- Screen layouts for online, context-sensitive help screens for all Web-based components
- Site maps for all Web-based components.

#### 4.5.1.5 Interface Control Document

The Contractor shall develop, deliver, maintain and execute an interface control document that provides the following sections, at a minimum:

- Introduction
- Overview
- General Interface Requirements
- Detailed Interface Requirements
- Qualification Methods

The interface control document shall provide a description of the following:

- Inputs and outputs of a single system/services
- The interface between two systems/services
- The interface protocol between physical components

#### 4.5.1.6 Database Design Document

The Contractor shall develop, deliver, maintain and execute a database design document (DDD) that provides a description of the system context and the basic database design approach including dependencies and interfaces with other databases and/or systems. The DDD shall include the following sections, at a minimum:

- Introduction
- Overview
- Design Decisions
- Detailed Database Design
- Database Administration and Monitoring

#### 4.5.1.7 Data Management Plan

The Contractor shall develop, deliver, maintain and execute a data management plan that describes the strategy for managing data during and after project execution. The data management plan shall identify data archiving/data retention plans and provide the definition for the master data. The data management plan shall provide the conceptual, logical, and physical models and associated modeling tools for the Exchange, including providing an end-to-end data model for all business processes and operational specifications. The data management plan shall outline how the Contractor plans to ensure that the data management procedures meet all federal and State of Idaho data protection and security policies and ensures that the Exchange contains only data used for any purpose. The data management plan shall specifically address the data migration required for transfer of data and services from the FFM technology platform to the Exchange, as specifically described as the data migration plan in this RFP.

#### 4.5.1.8 Disaster Recovery/Business Continuity Plan

The Contractor shall develop, deliver, maintain and execute a disaster recovery plan (DRP) and business continuity plan (BCP) that addresses recovery of business functions, business units, business processes, human resources and the technology infrastructure of the Exchange, including the migration activities required for migration from the FFM technology platform. The DRP/BCP shall include recovery from any significant interruption in service and must comply with all federal mandates. The DRP/BCP must address system availability, which is of the utmost importance, and must include contingency planning, regardless of the type of disaster (i.e. natural disaster, infrastructural failure, etc.). The DRP/BCP shall include, at a minimum:

- Back-up and protection procedures to include files, software, hardware and network connectivity
- Description of any proposed alternate site(s), including a detail schedule for back-up operations and any proposed clustering methodology for high availability
- Proposed recovery time and point objectives
- Risk analysis and risk mitigation for each business process
- Processes and procedures for testing and reporting the DRP/BCP to include failover/fallback functionality, back-up/recovery functionality, business continuity, and process for plan updates

The Contractor shall test the DRP/BCP annually and report findings to YHI.

## 4.5.2. Design Deliverables

The Contractor shall prepare the following deliverables in support of design activities:

- DEDs
- Requirements definition and validation plan
- JAR session minutes
- Requirements traceability matrix (RTM)
- Requirements specification document (RSD)
- Business rules document
- Detailed system design plan
- JAD session minutes
- Detailed system design document (DSD)
- Interface control document
- Database design document
- Data management plan
- Disaster recovery/business continuity plan

## 4.5.3. Contractor and YHI Design Responsibilities

### Table 4-4: Contractor and YHI Design Responsibilities

Contractor Responsibilities	YHI
• Develop and deliver DEDs for all design deliverables as defined in this RFP	<ul> <li>Review DEDs and provide feedback</li> <li>Approve DED prior to Contractor development</li> </ul>
• Develop, maintain and execute all design deliverables as defined in this RFP	<ul> <li>Review all draft deliverables and provide feedback</li> <li>Approve all deliverables and updates</li> </ul>
• Update and maintain the RTM	Review and approve
<b>REQUIREMENTS DEFINITION</b>	
• Use plans and processes identified in the YHI- approved requirements definition and validation plan throughout the life of the contract	• Review, provide feedback, and approve the plans and processes in the requirements definition and validation plan
• Develop and submit a JAR schedule for review by YHI	<ul> <li>Work with the Contractor to establish a schedule and location for JARs</li> <li>Review and approve JAR schedule</li> </ul>
• Develop and distribute JAR agendas prior to each session	• Review and provide feedback on JARs agendas
• Facilitate JARs, prepare and submit for review and approval the requirements session meeting	• Provide appropriate staff and stakeholders to attend JARs

Contractor Responsibilities	YHI
notes as described in this RFP	<ul> <li>Provide the Contractor with information regarding interfaces and system processes, YHI policy, regulations, and procedures</li> <li>Work with the Contractor to resolve issues during the requirements definitions activities</li> </ul>
• Use project control tools as described in the SPMP to formally track requirement sessions results so that YHI can manage requirements decision by module or functional area, including completed and incomplete requirements sessions	• Review, provide feedback and approve
• Develop and execute the RSD as described in this RFP	• Review, provide feedback and approve
• Work with YHI to identify all business rules for the business rules engine	• Work the with Contractor to identify all business rules for the business rules engine
DETAILED SYSTEM DESIGN PLAN	
• In designing/configuring windows, screens, reports or other layouts, perform prototyping where appropriate to enable YHI staff to review and accept design	
• Develop the detailed system design plan and incorporate any comments submitted by YHI	<ul> <li>Review and provide feedback</li> <li>Provide written acceptance of the final detailed system design plan</li> </ul>
JADs	
<ul> <li>Develop and submit a JAD schedule for review by YHI</li> <li>Develop and distribute JAD agendas prior to each session</li> </ul>	<ul> <li>Work with Contractor to establish schedule and location for JADs</li> <li>Review and approve JAD schedule</li> <li>Review and provide feedback on JAD agendas</li> </ul>
<ul> <li>Facilitate JADs, and prepare and submit for review and approval the design session meeting minutes, including decisions, justification for changes, outstanding issues requiring follow-up, and impact to future JADs and session participants</li> <li>Conduct technical reviews of the detail system design plan with YHI during the JADs to verify the design, and identify and resolve any design issues or questions</li> </ul>	<ul> <li>Provide appropriate staff and stakeholders to attend JADs</li> <li>Provide Contractor with information and clarification regarding interfaces and system processes, as well as policy, regulations, and procedures</li> <li>Track policy-related changes and training impact identified during the JADs</li> <li>Work with the Contractor to resolve issues during the design activity</li> </ul>
Demonstrate web page / module functionality	Provide staff to attend web page / module

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	Contractor Responsibilities		YHI
	through models / prototypes, as appropriate		walkthroughs as necessary
•	Use project control tools to formally track detailed design session results so that YHI can manage the design decisions by module or functional area to include design components not yet completed as well as decisions from completed design sessions	•	Review and provide feedback
DS			
•	Develop the detailed design specification document, and incorporate any comments submitted by YHI	•	Review and respond to all DSD requirements change documents
•	Develop final detailed design specification document based on YHI review findings regarding content and format	•	Provide written acceptance on the final detailed design specification document
IN'	TERFACE CONTROL DOCUMENT	1	
•	Develop and deliver an interface control document as outlined in this RFP	•	Review and approve
DA	TABASE DESIGN DOCUMENT		
•	Develop and deliver an database design document as outlined in this RFP	•	Review and approve
DA	TA MANGEMENT PLAN	r	
•	Develop and deliver a data management plan as outlined in this RFP, including a data migration plan	•	Review and approve
•	Perform routine monitoring using software tools to measure the efficiency of online storage access and take corrective action, as needed (including performance adjustments to equipment and software, or file placement as required to maximize availability, efficiency, and other attributes of service	•	Review and approve results
•	Manage online storage thresholds and data archives, including supporting non-disruptive rules-based data archival and subsequent retrieval without the Exchange remaining unavailable for extended periods of time during the archival process	•	Review and approve
	RP/BCP Provide an annual review and undets of the	-	Poviou and approve
•	Provide an annual review and update of the DRP and BCP though the life of the contract Assist in the recovery of lost/damaged information that results from security violations through the life of the contract at no cost Complete qualitative and quantitative analyses	•	Review and approve

Contractor Responsibilities	YHI
and risk mitigation strategies for each risk item identified for recovery	

## 4.6. Development

The following section provides a description of the work, deliverables, and the Contractor and YHI responsibilities required to plan and execute the activities described in this RFP as they relate to development. development activities consist of the activities required to develop and/or configure the system, including building the modules and architecture for the Exchange, using tools and established methodologies for maintaining control of the development process and ensuring that the Exchange components and architecture conform to the requirements and design specifications documented during design activities and described in this RFP. During the proposal process, the Offeror shall outline their approach to completing the tasks as outlined in this section.

## 4.6.1. Development Description

The Contractor will be responsible for developing/configuring and testing all Exchange applications as a part of this contract to ensure that the implemented Exchange product meets the requirements documented during design activities and as outlined in *Section 5: Requirements* and *Appendix L&M*. The Contractor shall coordinate the test plan as described in this RFP with testing activities required during development activities to ensure the flow of testing from unit testing to UAT is cohesive. Unit testing must be utilized to verify that each basic component of the system architecture is constructed correctly in accordance with design specifications.

The Contractor is responsible for leading and performing all development activities, including any walkthrough sessions requested by YHI. YHI may request a walkthrough of any documents or processes related to development activities at any time.

YHI shall support development activities as necessary, but these activities are a core function of the Contractor's role as the YHI Exchange solution vendor. Successful Development activities should result in:

- Ensuring that the developed Exchange meets design criteria and satisfies the intended purpose
- Installed, enhanced or modified components of the proposed system according to the Design specifications approved by YHI
- Demonstrating that all hardware, software, and linkages are functional and will support YHI's requirements
- Demonstrating functionality of all interfaces.

Specifically, development activities and tasks shall include:

## 4.6.1.1 Exchange Environments

The Contractor shall provide the following environments throughout the duration of this contract:

- Development environment used to develop and unit test all software contained within the Exchange
- Conversion environment used to support the data conversion/migration capabilities
- System testing environment used to perform full-scale system integration testing and regression testing for the Exchange solution. This environment must meet production capability and capacity but not affect production data
- UAT environment used by YHI to test the application and data provided within the Exchange. This environment must be sized the same as production and must be capable of performing complete end-to-end testing
- Training environment used to support provider and user training of applications
- Production environment used by the Contractor to manage real client data, eligibility, enrollment, etc.

The Contractor shall be responsible for continually refreshing each environment to ensure that environment contents remain current according to the YHI-approved Exchange environments plan. Each environment must use industry-standard hardware, software and relational database management products.

### 4.6.1.2 Exchange Environments Plan

The Contractor shall provide development, conversion, system testing, training and production environments housed and hosted at the Contractor site and to be accessed by YHI at the appropriate project phase, as described above in this RFP. The Contractor shall develop an approach for building, supporting, and maintaining all environments associated with the Exchange, to be included as part of the Exchange environments plan. The Exchange environment plan shall also contain a list of assumptions regarding all hosted environments.

#### 4.6.1.3 Equipment/Hardware/Software

The Contractor shall acquire any such computer hardware or software required by the Exchange, including licensed software, in such a manner that it may be legally used in the Exchange. The Contractor shall acquire any such computer hardware and software required for the Exchange following all procurement control processes outlined in the Contractor's procurement management plan, which may be requested by YHI at any time for informational purposes. The Contractor shall ensure that both the hardware and software is upgradable and expandable with regular maintenance to ensure optimum performance and is able to accommodate future changes, as defined by YHI, State of Idaho and federal standards.

#### 4.6.1.4 Execute Unit Testing

The Contractor shall begin executing the test plan according to the approved test plan identified in this RFP.

#### 4.6.1.5 Unit Test Results

The Contractor shall produce and deliver unit test results incrementally, as they are completed for each functional area or module, and receive final approval by YHI.

## **4.6.2.** Development Deliverables

The Contractor shall prepare the following deliverables in support of development activities:

- DEDs
- Exchange environments
- Exchange environments plan
- Unit test results
- Updated RTM

## 4.6.3. Contractor and YHI Development Responsibilities

#### Table 4-5: Contractor and YHI Development Responsibilities

Contractor Responsibilities	YHI
• Develop and deliver DEDs for all development deliverables as defined in this RFP	<ul><li>Review DEDs and provide feedback</li><li>Approve DED prior to Contractor development</li></ul>
• Develop, maintain and execute all development deliverables as defined in this RFP	<ul> <li>Review all draft deliverables and provide feedback</li> <li>Approve all deliverables and updates</li> </ul>
• Update and maintain the RTM	Review and approve
EXCHANGE ENVIRONMENTS PLAN	
Develop a solutions environment plan that provide details of the environmental components required to test the system and includes hardware, software, communications, and any other resources used to configure the solution environments as well as security considerations     EQUIPMENT/HARDWARE/SOFTWARE	• Review, provide feedback, and approve
• Provide hardware and software to support the Exchange	
EXECUTE UNIT TESTING	
<ul> <li>Perform unit tests on every component developed and/or configured</li> <li>Create and test databases</li> <li>Prepare test files</li> <li>Conduct technical review and audits of completed system components throughout the build process, and record problems using the project control and issue reporting</li> </ul>	Review and approve

Contractor Responsibilities	YHI
Provide weekly updates and performance metrics on unit testing and build/configuration progress to YHI	
UNIT TEST RESULTS	
<ul> <li>Submit results of unit testing to YHI on an incremental basis as modules or functional system units are complete</li> <li>Resubmit unit test results, as necessary</li> <li>Provide a document library where all test data is stored and YHI is allowed to access</li> </ul>	<ul> <li>Review test results and approve unit test completion</li> <li>Work with the Contractor to resolve issues during Development activities</li> </ul>
• Perform walkthroughs, as appropriate to demonstrate to YHI that all system functions have been completely and accurately constructed/configured and unit-tested	<ul> <li>Attend configuration walkthroughs as necessary</li> </ul>
USER MANUALS	
• Develop and provide Exchange user manuals as described	Review and approve

# 4.7 Migration

The following section provides the description of the work, deliverables, and the Contractor and YHI responsibilities required to plan and execute the activities described in this RFP as they relate to Migration. Migration encompasses all tasks required to convert and migrate all Exchange-related activities (data and services) from the FFE technology platform to the Contractor's Exchange solution, procured as a result of this RFP.

## 4.7.1 Migration Description

The Contractor will be responsible for planning, developing, testing, and managing the migration from the FFM platform, including the data conversion process. The Contractor shall be responsible for converting all Idaho-specific data maintained in the FFM since October 1, 2013 from the FFM to the Contractor's Exchange solution. This data conversion includes the logical and physical data architecture. The Contractor is expected to use automated conversion and minimize manual intervention to the greatest extent possible for the sake of efficacy.

The Contractor shall be responsible for assisting YHI in defining the requirements for successful completion of the migration phase and will be required to work closely with YHI's stakeholders and federal partners during this process. During the proposal process, the Offeror shall outline their approach to completing the tasks as outlined in this section, specifically identifying their recommendations for designing, developing and implementing the migration from the FFM technology platform to their proposed solution.

The Contractor shall demonstrate thorough, comprehensive testing of migration processes to ensure that all data and services required to support the Exchange as an SBM will be available and accurate. The data conversion process will have its own life cycle and may be performed through the implementation

period. The Contractor shall provide a conversion environment, as described in this RFP, in which all conversion activities will occur.

Specifically, migration activities and tasks shall include:

#### **4.7.1.1 Migration Requirements Matrix**

The Contractor shall develop, deliver, maintain, and execute conversion requirements that at a minimum identify the tasks necessary to complete migration activities from the FFM to the Contractor's Exchange solution, including data conversion and migration. Requirements definition for the migration phase encompasses defining data sources, data type, months of history for specified data, destination, and data changes. The Contractor shall develop and produce a migration requirements matrix that outlines the requirements for conversion from the FFM platform to the Contractor's Exchange solution, which provides the totality of required data and services outlined in *Appendix L&M – Technical and Functional Requirements* and this RFP. The Contractor shall hold migration-specific JAR sessions, as necessary, to complete this activity and shall involve all appropriate YHI stakeholders and partners, specifically CMS/CCIIO.

#### 4.7.1.2 Migration Plan

The Contractor shall develop, deliver, maintain, and execute a migration plan that provides the overall description of how the Contractor plans to conduct conversion and migration activities for the project. The migration plan shall include, at a minimum, the following sections:

- Introduction
- Overview
- Data conversion/migration strategy
- Data migration preparation
- Data migration specifications

The migration plan shall include, at a minimum, scope, approach, issue tracking, schedule, communication, resources and environments. The migration plan shall address the conversion of both data and services from the FFM platform and, at a minimum, include:

#### 1. Migration Detailed Specifications

The Contractor shall develop, deliver, maintain, and execute migration detailed specifications that reflect the design and approach for the conversion and migration activities, and addresses how the migration requirements will be demonstrated successfully. The data conversion and migration specifications will follow IEEE 1164 library standards for data element conversion.

#### 2. Data Cleanup

The Contractor shall be responsible for performing data cleanup. Data cleanup shall include executing modifications to the conversion and migration programs and all manual conversion of data as necessary. This shall include reconciling data that is converted and migrated from the FFM with the Exchange.

### 3. Migration Test Plan

The Contractor shall develop, deliver, maintain, and execute a migration test plan which includes the detailed description for how the Contractor will conduct conversion and migration testing for all data sets required. The migration test plan may require several iterations and shall be updated by the Contractor as each data set is identified. The migration test plan will follow the current version of IEEE 829 Standard for software and system test documentation, as appropriate. The YHI-approved migration test plan will be included as a component of the SPMP.

### 4.7.1.3 Migration Test Results

The Contractor shall produce and deliver conversion test results that present the results of data conversion and migration testing. Conversion and migration testing shall be an iterative process and may require several attempts, which shall each incorporate "lessons learned". The test results should include both the expected and actual values of data being converted and migrated.

The Contractor shall produce and deliver migration test defect log/reports. Test defect logs/reports must be generated from a defect tracking tool, provided by the Contractor and included as a part of the Final Test Report deliverable, outlined in this RFP.

### 4.7.1.4 Migration Quality Assurance Plan

The Contractor shall produce and deliver a detailed migration quality assurance plan as a part of the SPMP – quality management plan, which shall be specific to the Migration activities outlined in this section. The migration quality assurance plan shall include a summary of metrics to gauge the relative success of each conversion and/or migration attempt. The Contractor shall ensure that all required data and services are properly converted and migrated. The Contractor shall ensure that there is no undue risk to the integrity of the converted data or the eligibility/enrollment of the individual or SHOP participant.

## 4.7.2 Migration Deliverables

The Contractor shall prepare the following deliverables in support of Migration activities:

- DEDs
- Migration requirements matrix
- Migration plan
- Migration test results
- Migration quality assurance plan
- Updated RTM

## 4.7.3 Contractor and YHI Migration Responsibilities

#### Table 4-6: Contractor and YHI Migration Responsibilities

Contractor Responsibilities	YHI
• Develop and deliver DEDs for all migration	Review DEDs and provide feedback

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	Contractor Responsibilities		YHI
	deliverables as defined in this RFP	•	Approve DED prior to Contractor development
•	Develop, maintain and execute all migration deliverables as defined in this RFP	•	Review all draft deliverables and provide feedback Approve all deliverables and updates
•	Update and maintain the RTM	•	Review and approve
M	GRATION REQUIREMENTS MATRIX		
•	Schedule and conduct migration requirements Joint application requirements (JAR) sessions, as required to complete migration activities Schedule and conduct migration requirements walkthrough(s) for YHI staff and federal partners	•	Participate in migration requirements JARs Review migration requirements and approve
M	IGRATION PLAN		
•	Develop and execute a migration plan	•	Review and approve
• • • • • • •	Convert data from the FFM system according to approved conversion requirements and migration plan Provide migration timeframes after consultation with CMS/CCIIO and YHI Conduct testing of conversion processes prior to full conversion and migration, and submit results to YHI for review Provide YHI access to conversion/migration testing logs Correct deficiencies identified during conversion testing, preliminary conversion and final conversion, including any necessary CAPs Provide minimum interruption of day-to-day business processes during migration activities Provide technical assistance to YHI Execute modifications to the conversion/migration programs and perform all manual data conversions and migrations, as necessary	•	Review and provide feedback Request technical assistance, as required
M	GRATION TEST RESULTS	<b>F</b>	
•	Provide reporting, record reconciliation, and test results from functional/system /load/ operations readiness/parallel testing and any other testing as requested and required by YHI to ensure data was converted and loaded	•	Review migration test results and results of preliminary conversion/migration and provide feedback Review documented migration results and

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Contractor Responsibilities	YHI
<ul> <li>correctly</li> <li>Provide ongoing analysis and reporting of conversion and migration results, including field-by-field mapping</li> <li>Confirm converted case data meets the requirements for continued issuance, maintenance, and that individual and SHOP participant status continuity are maintained with no immediate intervention</li> <li>Provide defaults when necessary during data conversion and migration</li> </ul>	provide feedback
MIGRATION QUALITY ASSURANCE PLAN	
<ul> <li>Ensure data in the FFM and the Exchange remain synchronized and in-tact until all migration tasks are complete</li> <li>Provide and retain copies of all conversion reports</li> </ul>	• Review, provide feedback and approve

## 4.8 Testing

The following section provides a description of the work, deliverables, and Contractor and YHI responsibilities required to plan and execute the activities described in this RFP as they relate to testing. During the proposal process, the Offeror shall outline their approach to completing the tasks as outlined in this section.

## 4.8.1 Testing Description

The Contractor shall be responsible for testing the Exchange to ensure that all requirements are fully satisfied. The Contractor will test the software and hardware of the architecture and application to evaluate the system's compliance with defined requirements as outlined in this RFP and *Appendix L&M*. The Contractor will perform unit, system, and integrated system testing to achieve this goal.

The Contractor will be responsible for facilitating and executing all testing in each phase of the project, including:

- Unit test Includes tests to ensure that changes meet the intended purpose, do not cause unintended consequences, and do not cause system errors upon execution of changed programs, batches, pages, or procedures, as described in this RFP.
- System test Includes tests of modifications to a collection of components within the context of the system/sub-system in which they function. The testing function must be automated. System testing ensures that the system functions as designed after development and modification of its components. These tests must use a sample of preliminary converted files, security testing, workflow testing, and usability testing.
- Integration test Includes tests to modifications within the context of the integrated system/sub-systems (the collection of interconnected components) in which it functions.

Integration testing helps ensure that a defined set of interconnected systems/sub-systems will perform as designed after additions/modifications to components. The testing must also ensure that interfaces with external systems are exchanging data correctly. These tests must use a sample of preliminary converted files.

- Volume or performance test Includes tests for production based on estimates of application volumes and validate that the system meets performance criteria.
- Regression test Any type of software testing that seeks to uncover software regressions where previously working software functionality stops working as intended. Typically, regressions occur as an unintended consequence of program changes. Regression should occur throughout all phases of the project in conjunction with other types of testing.

User acceptance Test – UAT demonstrates that the Contractor is ready to perform all required functions in the Exchange; that the Exchange meets RFP requirements; and that all the YHI-approved change orders function properly. All YHI components and modules will be tested before start of operations. This will also include but not be limited to testing of all: business processes, COTS products, and business rules engines. User acceptance testing will be conducted in a controlled and stable environment. No modifications to the software or files in the acceptance test library will be made without prior written approval from YHI. The UAT is designed to test the existence and proper functioning of edits and audits, account and federal reporting, file maintenance, and the format and content of the YHI outputs, including outputs for all business processes, eligibility, enrollment, plan management, financial management, etc.

• Operational readiness test – The operational readiness test is designed to ensure that the Contractor is ready to process all inputs, process participant applications correctly, meet all reporting requirements, use a properly functioning data communications network, and have a demonstrated back-up capacity. The success of the operational readiness test, as determined by the metrics developed by YHI or its agent, will determine if the Contractor has met the implementation milestone date as determined by YHI and the federal government. An additional component of the operational readiness test is the demonstration and verification of data security and fire/disaster prevention and recovery procedures. The Contractor must also execute disaster recovery processing, including switch-over to an alternate back-up site and back. The disaster recovery portion of the test will be limited to a recovery during a daily and a weekly process cycle. The length of the test will be the amount of time that is necessary to recover from the disaster and provide proof that the recovery has been successfully completed.

The Contractor is responsible for providing a testing environment in which testing activities will occur. Specifically, testing activities and tasks shall include:

## 4.8.1.1 Test Plan

The Contractor shall execute the approved test plan and include the YHI-approved SPMP. The Contractor will be responsible for scheduling and coordinating all testing activities to ensure that each of the tests are prepared for and performed in accordance with the test plan. The Contractor will appropriately train YHI personnel and appointed stakeholders, as appropriate to participate in the testing effort. Unless specified otherwise within the test plan, the Contractor will be required to provide all tools, testing materials, and

resources necessary to effectively perform the required tests. At a minimum, the test plan must include the:

- A description of how the testing environments will be managed including, methods, workflow, and training required
- An organization plan showing the Contractor personnel responsible for testing and number of types of people normally involved including YHI personnel, subcontractors, issuers, brokers, agents, and in-person assisters
- A contingency plan for mitigating testing risks across the SDLC
- Procedures and the YHI-approved defect management tracking tool for tracking and correcting deficiencies/defects discovered during testing including types of statistics compiled on the type, severity, and location of errors, and how errors are tracked to closure
- Procedures for notifying YHI of problems discovered in testing, testing progress, adherence to the test schedule, etc.
- Procedures and the YHI-approved tracking tool for tracking status of test scenarios and individual test cases
- Process for updating the RTM based on test results
- Process for updating the RSD based on test results
- General description of the steps in the testing process
- Software tools used during testing
- Template of progress report
- A plan for organizing test results for YHI review
- A plan for system performance measuring and tuning
- UAT conducted for design, code, and test cases
- Types of procedures and checklists utilized

#### 4.8.1.2 Test Environment

The Contractor shall develop and provide a testing environment that conforms to the approved Exchange environments plan, for which the Contractor will execute the YHI-approved test plan.

#### 4.8.1.3 System Test Cases

The Contractor shall develop and deliver system test cases which YHI will review prior to testing to ensure all requirements are being thoroughly tested. The Contractor shall ensure that all test cases are completed following IEEE 829-2008, standard for software and system test documentation as appropriate. System test cases shall be completed for each functional area described in this RFP, with final approval by YHI when all are approved.

#### 4.8.1.4 Final Test Report

The Contractor shall produce and deliver a final test report, which outlines the results of all system testing incrementally, as they are completed for each functional area (including Unit T, and receive final approval by YHI. The Contractor shall deliver a single, consolidated final test report deliverable for payment. The deliverable shall include test results for each test case showing positive results or itemization and schedule for resolving each negative result. The deliverable, including the schedule, must be approved by YHI prior to payment for the deliverable.

#### 1. Test Defect Reports

As a part of the final test report, the Contractor shall produce and deliver test defect reports generated from either a commercial defect-tracking tool to which YHI has access or a Contractor-developed defect log and progress report, for all testing activities. At a minimum, the test defect report shall include the following items:

- Issue description
- Severity
- Status
- Owner
- Implementation schedule
- Past defects and their resolution

## 4.8.1.5 UAT Training Plan

User acceptance testing shall include a set of disciplined tests developed by the Contractor with the assistance of YHI that validates/shows all functionality of the system is operating correctly (for example, screen display is correct, edits are working correctly, correct data is being used to populate fields). The Contractor will support YHI in conducting user acceptance testing (UAT).

The UAT stage is designed to demonstrate that the Exchange, as developed by the Contractor, meets YHI specifications, performs all processes according to the program business rules, passes acceptance criteria identified by YHI, and works in an integrated fashion with the shared service components. UAT is to be conducted primarily by YHI users and will allow the opportunity for users to test the proper application of business rules, the accuracy of application, determination and enrollment, and the format and content of all interface outputs, including the reporting functions. UAT must be conducted in a controlled and stable environment.

The Contractor shall develop, deliver, maintain and execute a UAT training plan. The UAT training plan shall include how the Contractor plans to train users on test case development, test execution, defect tracking tools, and a schedule for training prior to UAT execution. The Contractor shall execute the UAT training plan, and train the YHI team on preparing input data, using web screens, understanding the business rules engine and shared services infrastructure, and reviewing system outputs.

#### 4.8.1.6 UAT Cases

The Contractor shall produce and deliver UAT test cases, developed in partnership with YHI subject matter experts. UAT test cases will test that the system meets the user requirements and business needs of YHI and the State of Idaho.

## 4.8.2 Testing Deliverables

The Contractor shall prepare the following deliverables in support of Testing activities:

- DEDs
- Test plan

- Test environment
- System test cases
- Final test report
- UAT training plan
- UAT cases
- Updated RTM

## 4.8.3 Contractor and YHI Testing Responsibilities

## Table 4-7: Contractor and YHI Testing Responsibilities

	Contractor Responsibilities	ҮНІ
•	Develop and deliver DEDs for all deliverables as defined in this RFP	<ul> <li>Review all DEDs and provide feedback</li> <li>Approve all DEDs prior to the Contractor developing deliverables</li> </ul>
•	Develop, deliver, maintain and execute all deliverables as defined in this RFP	<ul> <li>Review all draft deliverables and provide feedback</li> <li>Approve all deliverables prior to development</li> <li>Attend test activity deliverable walkthroughs, as appropriate, to enhance YHI understanding and facilitate the approval process</li> </ul>
•	Work collaboratively with the Interfacing agencies during the testing activities Work collaboratively with the IV&V/QA vendor during the testing activities	<ul> <li>Designate an YHI testing representative to answer questions, assist with prioritization activities and work with the Contractor to resolve issues related to testing</li> <li>Provide required information to federal agencies</li> <li>Monitor Contractor progress to milestones</li> <li>Work with the Contractor to resolve issues during the testing activity</li> </ul>
•	Establish and maintain a permanent test environment for YHI-only use with current testing data and information Establish the software and network environment, including connection to the YHI network that will be used during testing Provide a library of all test documentation including test scenarios and results Make minor modifications to screens, reports, interfaces, and processes, as directed by YHI during the testing activity	• Review and approve, if applicable, written recommendations for improvement by the Contractor

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Contractor Responsibilities	YHI
• Update the RTM after each testing activity to demonstrate that all requirements are tested forwards and backwards.	Review and approve
<b>DEVELOP &amp; EXECUTE TEST PLAN</b>	
<ul> <li>Provide testing staff that are different from development staff to perform testing activities</li> <li>Develop and implement system and integrated system test progress measurement metrics for the purpose of monitoring testing status. Metrics must include a dashboard displaying test scenarios as well as those identified with problems and requiring retesting, those that do not require a retest, and the total population of test scenarios remaining throughout the test period</li> <li>Perform system testing of all functionality, including web pages, and submit documented results to YHI for review and approval</li> <li>Plan, develop, and test all incoming and outgoing interfaces during integrated system testing</li> <li>INTEGRATION / SYSTEM TEST CASES</li> </ul>	Review and approve
Develop and deliver system test cases	Review and approve
TEST RESULTS	
<ul> <li>Resolve all test scenarios associated with errors and retest system components as necessary until the error is corrected</li> <li>Deliver interim system test results within agreed time frames</li> <li>Deliver the draft and final test report deliverable</li> </ul>	<ul> <li>Approve interim test results within the agreed time frame or provide written documentation to the Contractor stating why the test results are not acceptable</li> <li>Direct the retesting activities after correction of any problems</li> <li>Approve the final system test results deliverable</li> </ul>
• Use project control tools to formally track testing results so that YHI can manage the testing progress, problems, and resolutions by module or functional area	• Use the Contractor's issue/defect tracking system to monitor the Contractor's test progress, or define necessary test reports and desired frequency of reports
UAT TRAINING PLAN	
• Provide training to YHI's UAT team on preparing input data, using Web screens, understanding the business rules engine and shared services infrastructure, and reviewing	Provide Contractor access to SMEs for development of UAT test cases

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Contractor Responsibilities	YHI
system outputs	
<ul> <li>Assist YHI in implementation of the UAT with respect to generation of test scenarios, transactions, data, and files as well as analysis of reasons for unanticipated processing results</li> <li>Provide separate operations staff to support UAT activities</li> </ul>	<ul> <li>Prepare UAT test scenarios and data, and conduct UAT testing</li> <li>Provide resources (acceptable percentage of work time) for development of UAT test cases and UAT test execution</li> <li>Coordinate resources needed for testing interfaces and web portals, including non-YHI resources</li> <li>Provide resources to work with the Contractor during system and UAT test execution to prioritize and resolve issues</li> </ul>
UAT CASES	
Work with YHI to develop UAT cases	<ul> <li>Provide the UAT results to the Contractor</li> <li>Document UAT results, and retest as necessary</li> <li>Ensure requirements map to system and UAT test cases by reviewing the updated RTM</li> </ul>
<ul> <li>Track the status of problems identified by YHI during the UAT</li> <li>Make available all UAT documentation including files and reports necessary to validate test results</li> </ul>	

## 4.9 Training

The following section provides a description of the work, deliverables, and Contractor and YHI responsibilities required to plan and execute the activities described in this RFP as they relate to Training. During the proposal process, the Offeror shall outline their approach to completing the tasks as outlined in this section.

## **4.9.1** Training Description

The Contractor is responsible for training YHI staff, key stakeholders and other users, as directed by YHI, on the Exchange. Training shall include managing training resource assignments, training logistics, as well as the monitoring and reporting of training progress. The Contractor shall provide a training environment in which the training activities will occur, as well as a training plan and training materials.

Specifically, testing activities and tasks shall include:

#### 4.9.1.1 Training Environment

The Contractor shall develop a training environment that conforms to the approved exchange environments plan as described in this RFP.

#### 4.9.1.2 Training Plan

The Contractor shall develop a training plan using industry instructional design requirements. The training plan will address how the Contractor plans to train the business, help desk, and technical Exchange personnel on operating and maintaining the Exchange within the boundaries of the Exchange's responsibilities.

At a minimum the training plan shall include the following:

- Training goals/standards and the specific plan for training business and technical personnel. This should include training topics, mechanisms for training, and duration of training
- Tasks, deliverables, and resources necessary to complete the training effort
- Identify tools and documentation that shall be necessary to support proposed effort
- The different types of training, the specific training topics, and course materials
- The training approach for both business and technical personnel to ensure that they are properly trained in the Exchange and workflow
- A description of deliverables to support initial and ongoing training including user manuals, system manuals, on-line help, and training materials for technical/non-technical personnel
- Metrics for tracking progress in achieving training and training objectives
- Plan for reporting progress of training and training activities
- Recommend type and scope of classroom curriculum, association of curriculum to user type, the number of trainers the Contractor will provide, a proposed schedule by office and staff member within the office for the classroom training, and the general training approach
- Schedule of training activities including pre-implementation training activities, postimplementation training activities, maintenance and operations training activities, and turnover training activities

#### 4.9.1.3 Instructor-Led Classroom Training

The Contractor shall provide both system and business process training to the end users, using a computer-based format. The training for the end users shall coincide with the schedule in the project work plan for system implementation. The Contractor must provide implementation training prior to each office's (as defined by YHI) scheduled rollout of each module of the system. At a minimum, instructor-led classroom shall include the following items:

- Training YHI offices In the event that space is not available at YHI offices, the Contractor shall secure office space to provide trainings in. The training should begin no more than thirty (30) business days prior to implementation
- Training facilities The Contractor shall coordinate with YHI regarding use of YHI training facilities. Alternatively, the Contractor shall provide a dedicated training room, if needed, with appropriate equipment for use in training of the staff in the user of the system. The training facility should be equipped for an effective learning environment with desks, chairs,

computers, tables, whiteboard, flip charts, and access to electronic information. The Contractor shall ensure proper classroom size, setup, cleanup, attendance, testing, documentation, and course evaluations.

- Training instructors The Contractor shall provide at least one (1) trainer and one (1) assistant for each training session
- Submitting questions The Contractor shall provide a forum to allow users to submit questions concerning system use and provide responses to those questions during the training. The Contractor shall also provide a way for follow-up questions to be asked and responded to, once classroom training is complete.

## 4.9.1.4 Train-the-Trainers

The Contractor shall be responsible for training the YHI-designated trainers. The Contractor shall conduct on-site trainings when any significant changes are made to the Exchange. The Contractor shall work with YHI-designated training staff throughout all training-related planning and delivery activities.

## 4.9.1.5 Training Materials

The Contractor shall be responsible for developing and updating all training materials. Training materials shall be provided electronically, as well as in hardcopies, as requested by YHI.

Training materials may include job aids, instructor's manual(s), student manual(s), and desk reference manual(s). The Contractor shall identify specific training materials used in other HIX implementations as a part of their proposal.

At a minimum, specific tasks shall include:

- Providing YHI copies The Contractor shall provide YHI all required copies for classroom and on-site training sessions
- Submitting materials for YHI approval The Contractor shall submit all training materials to YHI for approval one (1) month prior to delivery of a training session
- Training material modifications The Contractor shall maintain and modify training materials as needed to reflect the latest version of the Exchange. Updated versions of training materials shall be submitted to YHI within five (5) calendar days of receipt of the identified change(s) or sooner, if there is a scheduled training session that shall be impacted
- Training material ownership All training materials shall be delivered to, and become the property of YHI under this contract. Contractors shall provide YHI with copy and distribution rights to all training materials created for the Exchange.
- Creating Master Copies The Contractor shall create and supply master copies of all class materials, including course books, exercise books, tests, evaluations, and quick reference guides for each training module.

## 4.9.1.6 Training Hardware and Software

The Contractor shall coordinate obtaining the appropriate hardware, software, and telecommunications to support the development, maintenance, and presentation of training program(s) and materials.

### 4.9.1.7 Post-Implementation Training Support

The Contractor shall provide post-implementation training support during a "transition" period, up to one year or as specified by YHI, up to twenty (20) refresher courses in locations specified by YHI. After the one (1)-year period, the Contractor is then expected to conduct ad hoc training, as necessary, and continue to update online training materials.

#### 4.9.1.8 Training Reports

The Contractor shall collect and report information on training activities on a weekly basis throughout the training effort, including progress to schedule, for federal reporting purposes. At a minimum reporting shall include the following items:

- Classes scheduled versus classes actually held
- Total planned to be trained versus the number of staff actually trained
- Number and category of staff trained
- Number and category of staff missing training
- Materials covered

## 4.9.2 Training Deliverables

The Contractor shall prepare the following deliverables in support Training activities:

- DEDs
- Training environment
- Training plan
- Training materials
- Training reports

## 4.9.3 Contractor and YHI Training Responsibilities

#### Table 4-8: Contractor and YHI Training Responsibilities

Contractor Responsibilities	YHI			
• Develop and deliver DEDs for all deliverables as defined in this RFP	<ul> <li>Review all DEDs and provide feedback</li> <li>Approve all DEDs prior to the Contractor developing deliverables</li> </ul>			
• Develop, deliver, maintain and execute all deliverables as defined in this RFP	<ul> <li>Review all draft deliverables and provide feedback</li> <li>Approve all deliverables prior to development</li> </ul>			
TRAINING PLAN				
• Develop and deliver a training plan that leverages lessons learned from other State-HIX	Review and approve			

Contractor Responsibilities	YHI
implementations	
INSTRUCTOR-LED CLASSROOMS	
<ul> <li>Provide an Instructor-led classroom training schedule that identifies the type of training</li> <li>Perform Instructor-led classroom training</li> </ul>	<ul> <li>Review and approve training schedule</li> <li>Identify YHI and stakeholder staff to attend training sessions based on Contractor's training schedule</li> <li>Attend training sessions</li> </ul>
TRAIN-THE-TRAINERS	
<ul> <li>Provide a train-the trainers training schedule</li> <li>Perform train-the trainer training, as required</li> </ul>	<ul> <li>Review and approve train-the-trainer schedule</li> <li>Identify YHI staff to attend train-the-trainer sessions</li> </ul>
TRAINING MATERIALS	
<ul> <li>Provide YHI copies of all training materials</li> <li>Submit materials for YHI approval</li> <li>Maintain the training materials and modify as needed</li> <li>Develop training materials that will become the property of the YHI</li> <li>TRAINING HARDWARE AND SOFTWARE</li> <li>Provide training hardware and software to successfully train YHI on the Exchange</li> </ul>	Review and approve training materials
POST-IMPLEMENTATION TRAINING SUPPO	DRT
<ul> <li>Develop a post-implementation training schedule for YHI review and approval</li> <li>Provide post-implementation training support during a "transition" period by conducting up to twenty (20) refresher courses in locations specified by the YHI</li> </ul>	<ul> <li>Review and approve post-implementation training schedule, as required</li> <li>Identify YHI staff to attend training sessions based on Contractor's training schedule</li> </ul>
TRAINING REPORTS	
<ul> <li>Collect and report information on training activities on a weekly basis throughout the training effort, including for federal reporting</li> <li>Adjust training to address findings on training activities</li> <li>Generate evaluation of training sessions</li> </ul>	• Review and provide feedback on training reports

# 4.10 Implementation

The following section provides a description of the work, deliverables, and Contractor and YHI responsibilities required to plan and execute the activities described in this RFP as they relate to Implementation. During the proposal process, the Offeror shall outline their approach to completing the tasks as outlined in this section.

## **4.10.1 Implementation Description**

The Offeror shall be responsible for deploying the Exchange after successfully completing all testing activities and confirming that all system components, data, and infrastructure of the Exchange successfully fulfill all requirements.

As part of the Implementation process, the Contractor will implement the Exchange to a production environment, which shall meet the SLAs. The Contractor must convert and migrate all data and services necessary to operate Exchange and meet all requirements as outlined in this RFP. The Contractor must plan to phase in operations on a schedule that will minimize risk and provide contingency plans, as necessary. Implementation activities will commence once YHI has completed final acceptance of the Exchange. At a minimum, implementation activities and tasks shall include:

#### 4.10.1.1 Production Environment

The Contractor shall develop a production environment that conforms with the approved Exchange environments plan, as outlined in this RFP.

### 4.10.1.2 Authority to Operate

Prior to the Exchange moving into the production environment, the final solution must receive an authorization to operate (ATO). The Contractor shall assist YHI in obtaining its ATO from CMS/CCIIO.

#### 4.10.1.3 Implementation Plan

The Contractor shall be responsible for developing, producing and delivering an implementation plan to YHI for review and approval. The implementation plan will be reviewed and approved in accordance with YHI's standard deliverable submission and review procedure. The implementation plan shall include a schedule and approach for all activities needed for implementation, including:

- Introduction
- Overview
- Implementation overview
- Implementation requirements/procedures by site implementation checklist
- Final data conversion and service migration activities (FFM platform to Exchange) with reference to the tasks completed according to the migration plan
- Technical preparation and system changeover activities
- Development of an implementation activities check list
- The process for developing a contingency plan for identifying, communicating, resolving risks, and maintaining the current production capability if the implementation is delayed
- Activities required to effectively implement, operate, and maintain the YHI
- Document resolution of inventory issues (for example, suspense, claim records on hand, provider enrollments) and associated dates
- Specifying the methodology for handling adjustments to historical Exchange participant records
- Identifying procedures and dates for any required health plan certification activity and/or recertification and/or decertification

- Identifying the process to accommodate provider updates, consumer data changes, reference changes, and enrollments after final conversion but before implementation
- A plan for managing future modifications and enhancements of the system

Additionally, as a part of the implementation plan, the Contractor shall be responsible for providing all technical and functional documentation that will be required to assist YHI in using and supporting the implemented solution.

## 4.10.1.4 M&O Manual

The Contractor shall develop, deliver, and maintain an M&O manual. The M&O manual shall provide a description of the business product operating in the production environment, and information necessary to effectively handle routine production processing, ongoing maintenance, performance monitoring, and identification of problems, issues, and/or change requirements. The M&O manual shall include operating procedures for Exchange participant management, the generation of reports and letters, enrollment notes, and queries, and navigation through the Web pages, according to the template developed during the design phase. The M&O manual shall be made available electronically, but provided to YHI in hard-copy, upon request.

At a minimum, the M&O manual shall include the following:

### A. Corrective Action Plan Methodology

The M&O manual shall identify the Contractor's corrective action plan (CAP) methodology. The CAP methodology shall address a practical strategy to resolve any impediments, the action to be taken, and how it will be carried out. The methodology shall provide a template of how the items in need of correction will be documented. At a minimum, a corrective action plan shall include the following:

- Description of the problem to correct
- Owner accountable for the results
- Actions to be taken
- Deadlines
- Specific outcome and how it will be measured

#### **B.** Plan of Action and Milestones

The M&O manual shall also include a plan of action and milestones (POA&M) that includes specific action steps for mitigating system security weaknesses identified by a security assessment.

## C. Quality Assurance Plan

The Contractor shall develop a quality assurance (QA) plan, specific to maintenance and operations that establishes quality assurance procedures.

#### D. M&O Staffing Plan

The Contractor shall develop and updated annually, a staffing plan for all M&O activities. If the System Maintenance and Operational Support staff is found to be deficient by YHI, the Contractor must revise the staffing plan within (15) business days of notice and employ the required staff, as agreed upon in the Human Resources Management Plan, found in the SPMP.

### E. M&O Communication Plan

The Contractor shall be responsible for ensuring that effective and efficient communication protocols and lines of communication are established and maintained throughout YHI. The Contractor shall take no action that has the appearance or effect of reducing open communication and association between YHI and Contractor staff. As a part of the communication plan, the Contractor must address how they will communicate staff schedules to ensure that they are approved by YHI to meet the needs of the Exchange. The Contractor must respond to YHI requests for information and other requests for assistance within the timeframe that YHI specifies. When system issues or problems occur, the Contractor must notify YHI within specified timeframes.

# 4.10.1.5 Federal Final Data Use/Data Exchange/Interconnection Security Agreements

The Contractor must develop data use, data Exchange and/or interconnection security agreements as a part of the implementation of the Exchange and submit to CMS/CCIIO. These documents must be agreements between the Contractor and third parties for use of personal health information (PHI) and personally identifiable information (PII) data and to ensure secure data exchange in accordance to, at a minimum, the Affordable Care Act Section 1561, HIPAA and the IRS Office of Safeguards, which outlines the IRS' expectations from an agency regarding their procedures for safeguarding federal tax information (FTI), in any instance where that agency intends to receive, store, process, or transmit FTI. On an annual basis, the Contractor is required to update and resubmit federal data use, data Exchange and interconnection security agreements to CMS/CCIIO.

# 4.10.1.6 YHI Final Data Use/Data Exchange/Interconnection Security Agreements

The Contractor must develop data use, data Exchange and/or interconnection security agreements as a part of the implementation of the Exchange and submit to YHI. These documents must be agreements between the Contractor and third parties (as defined by YHI) for use of personal health information (PHI) and personally identifiable information (PII) data and to ensure secure data exchange between the Contractor and YHI stakeholders, including carriers, QHPs, DOI, agents, brokers, IPAs, CACs, etc. On an annual basis, the Contractor is required to update and resubmit YHI data use, data Exchange and interconnection security agreements to YHI.

# **4.10.1.7** Plan of Action and Milestones

The Contractor must provide a plan of action and milestones (PO&M) deliverable using the format defined by CMS/CCIIO and/or approved by YHI. The PO&M must include specific action steps for mitigating Exchange system security weaknesses identified by a security assessment.

# 4.10.1.8 Final System of Record Notice

The Contractor shall assist YHI in developing a system of record notice (SORN) consisting of: (1) a narrative statement that is submitted to OMB, (2) a preamble submitted to Congress, and (3) a statement of records notice provided to Congress. A system of record is a group of any records under the control of a federal agency from which information is retrieved by the name of the individual or by some identifying number assigned to the individual. This information must be provided in order for the federal government to inform the public of any collection of information about its citizens from which data is retrieved by a unique identifier.

# 4.10.1.9 Service Level Agreements (SLAs)

The Contractor shall agree to SLA requirements that establish clear relationships between YHI and the Contractor, set service goals, and provide a framework for continuous analysis and improvement. The SLAs also establish key performance indicators that will be used to demonstrate the effectiveness of a service. By tying performance to measurable metrics, YHI and the Contractor will find it easier to identify service performance problems.

Service level and performance level requirements are documented in Appendix N.

# 4.10.1.10 Privacy Impact Assessment

The Contractor shall prepare an assessment that determines if personally identifiable information (PII) is contained within the Exchange. If so, the privacy impact assessment will require the Contractor to identify what kind of PII is contained in the Exchange, what is done with that information, and the steps taken to ensure that information is protected.

# 4.10.1.11 System Security and Privacy Plan

The Contractor shall develop, deliver, maintain and execute a system security and privacy plan. The system security and privacy plan shall be reviewed and updated annually based on an annual risk assessment. The Contractor shall fully describe how the Exchange will prevent unauthorized physical and network access.

#### A. System Security and Privacy Standards

The Contractor shall be responsible for ensuring that the Exchange meets all industry, State, and federal security standards. The Contractor shall meet or exceed State of Idaho security standards and policies. Once established, no security provisions for firewalls, client and server computers, and user profiles and controls shall be modified without written YHI approval. At a minimum, the Contractor shall ensure the security of the Exchange follows the following federal regulations and publications:

- 45 CFR Part 95.621(f) ADP System Security Requirements And Review Process
- Standards defined in Federal Information Processing Standards (FIPS) issued by the National Institute of Standards and Technology (NIST)
- National Institute of Standards and Technology (NIST) Special Publication 800-111 Storage Encryption Technologies for End User Devices

- NIST SP 800-52, 800-77 or 800-113 Valid encryption processes for data in motion
- NIST Cryptographic Module Validation List (http://csrc.nist.gov/groups/STM/cmvp/validation.html)
- FIPS PUB 112 Password Usage Procedure
- FIPS PUB 186-3 Digital Signature Standard June 2009
- Records Usage, Duplication, Retention, Re-disclosure and Timely Destruction Procedures/Restrictions 5 U.S.C. 552a (o)(1)(F), (H) and (I)
- IRS Pub 1075
- Federal Records Retention Schedule 44 U.S.C. 3303a
- Privacy Act of 1974 at 5 U.S.C. 552a
- Computer Matching and Privacy Protection Act of 1988 (CMPPA)
- Federal Information Security Management (FISMA)
- SSA Information System Security Guidelines for Federal, State, and Local Agencies
- Child Online Privacy Protection Act
- Title XIX Confidentiality Rules
- HIPAA
- Title XXI

#### 4.10.1.12 Information Security Risk Assessments

The Contractor shall provide an Information Security Risk Assessment that conforms to CMS/CCIIO standards. The Information Security Risk Assessment shall identify risks and possible mitigation strategies associated with information security components and supporting infrastructure.

# 4.10.1.13 Security and Privacy Reports

The Contractor shall identify methods for ensuring only authorized personnel access data. The Contractor shall provide a process for reviewing and updating access rights on a regular basis. The Contractor shall provide audit reports for tracking users, associated security groups, roles, settings, passwords and duplicate IDs. The frequency and content of security audit reports will be determined by YHI.

The Contractor shall provide YHI a report of any incidents of intrusion and hacking regardless of outcome. The Contractor shall ensure a timely and reliable process for security breach notification to the appropriate entity. The Contractor shall alert appropriate staff authorities of potential violations of privacy safeguards, such as inappropriate access to confidential information.

In the event of an incident of intrusion, the Contractor shall initiate corrective actions to ensure breach will not occur again if it is within the selected Contractor's scope of responsibility. Preparing and retaining documentation of breach investigations and providing copies to YHI within twenty-four (24) hours of detection of the breach.

# 4.10.1.14 Final Acceptance

The Contractor shall ensure that the system is ready to be implemented and YHI approvals have been obtained to begin operations of the Exchange. This is known as final acceptance. To achieve final acceptance by YHI, the Exchange must satisfy all functional and technical requirements specified in this RFP and documented during the requirements definition and design activities. YHI staff must be given

sufficient time to review all system, user, and security documentation for completeness prior to implementation. The system response time and all user and automated interfaces must be clearly assessed and operational. The Contractor shall provide YHI with a final acceptance document during this phase of implementation. The final acceptance document should detail specific units of the Exchange to be reviewed and accepted by YHI staff and, upon request, include reference documents, data maps, testing instructions, etc. to assist YHI is review. During the final acceptance process, the Contractor shall be responsible for conducting walkthroughs or meetings, as requested by YHI. In the event that final acceptance is not achieved during the first review, the Contractor agrees to work with YHI to promptly cure the defect or deficiency, replace the deliverables and repeat final acceptance.

Final acceptance of the solution shall occur following final system testing and the Contractor's demonstration that: 1) the system successfully provides all the functionality required by YHI; 2) the system meets or exceeds the performance standards in the contract; 3) the system meets all privacy and security requirements; and 4) the system meets or exceeds all criteria required by CMS/CCIIO.

# **4.10.2 Implementation Deliverables**

The Contractor shall prepare the following deliverables in support of implementation activities:

- DEDs
- Production environment
- Authority to operate (ATO)
- Implementation plan, including contingency plans
- M&O manual
- Final data use/data exchange/interconnection security agreement
- Plan of action & milestones (POA&M)
- Final system of record notice
- Service level agreements (SLAs)
- Privacy impact statement
- System security privacy plan
- Information security risk assessments
- Final acceptance

# 4.10.3 Contractor and State Implementation Responsibilities

#### Table 4-9 Contractor and State Implementation Responsibilities

Contractor Responsibilities	ҮНІ
• Develop and deliver DEDs for all deliverables as defined in this RFP	<ul> <li>Review all DEDs and provide feedback</li> <li>Approve all DEDs prior to the Contractor developing deliverables</li> </ul>
• Develop, deliver, maintain and execute all deliverables and activities as defined in this RFP	<ul> <li>Review all draft deliverables and provide feedback</li> <li>Approve all deliverables prior to</li> </ul>

	implementation
• Establish and maintain a production environment	
<ul> <li>Work collaboratively with the YHI and related stakeholders during implementation</li> <li>Provide weekly reporting of response times, problems encountered, and solutions</li> </ul>	<ul> <li>Provide IV&amp;V/QA vendor/function</li> <li>Involve and provide required information to Federal funding agencies</li> <li>Monitor Contractor progress to milestones</li> <li>Review weekly reports</li> </ul>
<ul> <li>Provide YHI-authorized entities access to source code, libraries, and other project artifacts</li> <li>Provide YHI-authorized entities read access to all databases</li> </ul>	Review and approve
IMPLEMENTATION PLAN	
<ul> <li>Develop and submit implementation schedule</li> <li>Obtain YHI approval for the implementation of Exchange programs and the enterprise architecture</li> <li>Record and track identified user problems</li> <li>Use converted data and provide for necessary temporary conversion of data, using cross walks if applicable</li> <li>Perform final conversion and review conversion reports to demonstrate successful conversion</li> <li>Identify and report any implementation issues to YHI</li> <li>Work with other system Contractors and YHI to establish and ensure appropriate system and business interfaces to successfully meet the implementation requirements</li> </ul>	<ul> <li>Review and approve implementation schedule</li> <li>Review final conversion results and parallel test result reports, as appropriate</li> </ul>
M&O MANUAL	
Conduct orientation and training for YHI and State of Idaho personnel on Contractor organization, functional responsibilities for software maintenance, and operational procedures	• Make YHI program and contracted staff available for final training / orientation
SERVICE LEVEL AGREEMENTS	
<ul> <li>Monitor performance against KPIs in accordance with the SLAs documented in this RFP <i>Appendix N</i></li> <li>Provide YHI with data to determine SLA</li> </ul>	<ul> <li>Review and approve CAPs</li> <li>Request follow-up meetings to discuss the issues and corrective actions</li> <li>Review and approve Contractor-proposed</li> </ul>

	compliance and KPI dashboard		changes to KPIs
•	Develop CAPs for all missed KPIs	•	Review Contractor compliance with KPIs and
•	Implement the plan identified in the CAP, once		SLAs
•			51475
	approved by YHI		
•	Provide documentation to YHI demonstrating		
	the corrective action is complete and meets		
	YHI requirements		
•	Recommended changes to KPIs, as needed		
٠	Appropriately size hardware to handle YHI's		
	transaction traffic and volume, at YHI-accepted		
	performance levels		
•	Inform YHI when a system deficiency is		
-	identified according to the priorities defined by		
	this RFP (or proposed by the Contractor and		
	approved by YHI)		
•	Perform all activities relative to correction of		
	deficiencies within the timeframes stated in this		
	RFP, SLAs and KPIs		
•	Correct all errors and discrepancies found in		
	the operational system at no additional charge		
	for computer or human resources needed to		
	maintain or correct the system		
S	YSTEM SECURITY AND PRIVACY PLAN		
•	Ensure the security of all documents and data	•	Review and approve
	ensuring that complete segregation of the		
	Exchange data and files exists from other		
	selected Contractor's customers		
•	Accommodate all current HIPAA revisions /		
•			
	updates including those that may occur during		
	the life of the project		
•	Provide HIPAA training and information to		
	each Contractor project staff member annually,		
	meeting HIPAA training requirements for		
	health and financial information and securing		
	acknowledgement of these obligations from		
	Contractor personnel involved in the contract		
٠	Develop, maintain and execute procedures for		
	accessing necessary electronic protected health		
	information (ePHI) in the event of an		
	emergency and continue protection of ePHI in		
	emergency		
•	Perform data mapping to identify the e-PHI		
	contained in the system		
	Support appropriate confidentiality rules for		
•			
	requests for confidential communications (45		
1	CFR 164.522(b)); within the confine of State /		
1	Endenel lerre		
	Federal laws NFORMATION SECURITY RISK ASSESSM		

<ul> <li>Provide an information security risk assessment to identify risks and possible mitigation strategies associated with information security components and supporting infrastructure</li> <li>SECURITY AND PRIVACY REPORTS</li> <li>Provide security administrative rights to YHI / State security administrator(s) for the purpose of adding, updating, and deleting security access</li> <li>Track disclosures of ePHI; provide authorized users access to, and reports on the disclosures</li> </ul>	Review and approve     Review and provide feedback
FINAL ACCEPTANCE	
<ul> <li>Ensure all required approvals are in place prior to initiating final acceptance tasks</li> <li>Provide walkthroughs for YHI and appointees, as requested</li> <li>Provide sufficient time periods within the Project Schedule for YHI to review and approve all final acceptance deliverables</li> <li>Provide readiness for measuring KPIs and reporting on SLAs</li> <li>Draft final acceptance document for review and approval by YHI</li> <li>Correct all defects and deficiencies prior to proposing final acceptance document for approval by YHI</li> </ul>	<ul> <li>Review and approve</li> <li>Agree to final acceptance of the Exchange into production</li> </ul>

# 4.11 Maintenance & Operations (M&O)

The following section provides a description of the work, deliverables, and Contractor and YHI responsibilities required to plan and execute the activities described in this RFP as they relate to Maintenance & Operations. During the proposal process, the Offeror shall outline their approach to completing the tasks as outlined in this section.

# 4.11.1 Maintenance & Operations Description

The Contractor shall be responsible for all maintenance and operations activities for the Exchange to begin immediately after YHI's final acceptance. The Contractor shall be responsible for providing qualified personnel, resources, facilities and supplies to support the maintenance and operations activities of the YHI and related components to meet the SLAs described in *Appendix N* of this RFP. Maintenance and operations activities shall be included in the terms of the contract using a SLA model in which the Contractor shall agree to maintenance, operations and modification hours using KPIs, as finalized during contract negotiations. Specifically, Maintenance & operations consists of three major activities:

• Operations - Operations shall include the operation of the Exchange. The Contractor shall provide qualified personnel, resources, facilities, and supplies to support the operation of the

Exchange to meet the SLAs described in this RFP. Upon the approved start of operations, the Contractor will begin processing Exchange transactions.

- Maintenance Maintenance shall include supporting the Exchange system, once implemented in the production environment statewide, for the duration of the contract. This support shall include the following activities:
  - Activities necessary to provide for continuous effective and efficient operation of the system to keep it ready and fit to perform at the standard and condition for which it was approved, including ongoing load testing
  - Activities necessary to ensure that all data and programs are current and errors are corrected
  - Addition of new values and changes to existing system tables, reference tables and conversion of prior records, as necessary
  - Activities related to file growth and partitioning
  - File maintenance activities for updates to all files
  - Scheduled ongoing tasks to ensure system tuning, performance, response time, database stability and processing
  - Changes to the scripts or system parameters concerning the frequency, number and media of reports
  - Updates to software, operating systems or other system components requiring version updates, manufacturer "patches," and other routine manufacturers' updates to software
  - Maintenance of security for user accounts
  - Responses to production problems and emergency situations according to YHI-approved guidelines
  - Investigate and correct batch job failures and defects
  - Repair of jobs scheduled or run incorrectly, problems due to system hardware or software failures, problems due to operator/scheduler error, problems due to program or control language errors, security problems, corrupted files/databases, documentation and/or problems due to jobs run with incorrect data
  - Response to "emergency requests" which are problems preventing benefit issuance or those having a significant impact on the end user's ability to perform their job. These requests will require "emergency fixes" and shall be resolved within 24 hours of notification.
- Modifications The Exchange is subject to ongoing modification due to federal and State regulatory and policy changes, Medical Assistance program initiatives, and technological innovations in the industry. The Contractor must provide the appropriate engineering and analysis expertise to remain responsive to changing system requirements.
  - The Contractor shall perform software modifications for all components of the Exchange following completion of implementation activities and approved Start of Operations, as requested by YHI.
  - It should be noted that system and software upgrades available to all users/owners of the Exchange shall not be considered as modifications and shall be available to the state without additional cost. Software and system upgrades are considered a part of maintenance and operations.

At a minimum, specific M&O tasks shall include:

# 4.11.1.1 M&O Status Report

The Contractor shall produce a monthly M&O status report. The Contractor's will negotiate the content, format, and frequency of these reports with YHI. The intent of the reports is to afford YHI and the Contractor better information for management of the Contractor's activities and the Exchange operations. At a minimum, M&O reporting will include the following:

#### A. Operations Performance

Operations performance includes information that demonstrates the Contractor's compliance with applicable key performance indicators (KPIs) and service level agreements (SLAs), as identified in *Appendix N*. The Contractor must report on operations performance as described below.

#### **B. Modification Hours**

Modification Hours include reporting on modification hours expended by week, Work Request, staff member, and subtotals and totals.

#### C. Operations Problems

Problems are defined as any problems identified, the proposed repair or remedy, impact of the repair or remedy, and the mitigation strategy implementation date. The Contractor must report on operations problems as described in this RFP.

# 4.11.1.2 **Operations Performance Reporting**

The Contractor shall monitor and report performance against the YHI-specified key performance indicators (KPIs). YHI's anticipated SLAs, associated KPIs, and related penalties can be found in *Appendix N*. Specific KPIs shall be determined during Contract negotiations; however KPIs may address the following areas:

- System availability
- System performance
- System accuracy
- System security
- Operational problem management
- User support
- Staffing

The Contractor shall develop reports to demonstrate compliance with YHI-determined KPIs. The Contractor shall submit to YHI, on a monthly basis, a performance report detailing all KPIs from the previous month, no later than the  $10^{th}$  of the month. If a KPI is not met, the Contractor shall provide YHI a written CAP, no later than the  $10^{th}$  of the month, which describes:

• The missed KPI

- A full description of the issue
- The cause of the problem
- Risks related to the issue
- All possible resolutions
- The proposed corrective action to avoid missing the KPI in the future

The performance report and subsequent CAPs (if necessary) shall be discussed at monthly meetings as determined by YHI. The Contractor shall implement a CAP once the proposed corrective action is approved by YHI.

# 4.11.1.3 Operation Problem Management

The Contractor shall provide operational problem management to manage YHI problems as they occur during maintenance and operations. The Contractor shall 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. The Contractor shall categorize and resolve errors as follows unless proposed under different definitions/descriptions by the Contractor:

- Priority 0 Errors Critical business impact. Indicates that the Exchange and related components are unavailable for use resulting in a critical impact on operations. Requires immediate YHI-notification within one (1) hour of problem discovery and resolution or plan to resolve within two (2) hours
- Priority 1 Errors Serious business impact. Indicates serious production issues where the Exchange and related components are usable but is severely limited and no workaround exists. Requires immediate YHI-notification within one (1) hour of problem discovery and resolution within twenty-four (24) hours
- Priority 2 Errors Significant business impact. Indicates moderate production issue where Exchange and related components are usable but a workaround is available (not critical to operations). Requires YHI-notification within one (1) hour of problem discovery and resolution within five (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 YHI-notification within one (1) hour of problem discovery and resolution within an agreed-upon schedule between the Contractor and YHI (as defined by YHI)

Contractors may propose categories and resolve errors under different definitions/descriptions during the proposal process.

# 4.11.1.4 M&O Status Meetings

The Contractor shall attend regular meetings with YHI which may be combined with other regular status meetings. The Contractor will negotiate the schedule, format, and frequency of these meetings with YHI. The M&O status meetings will include the Contractor providing:

- An overview of Exchange performance and issue resolutions
- The status of all work requests, maintenance, and modification activities will also be reviewed at the M&O status meeting. This will include reporting of progress against schedules, any proposed

schedule revisions, discussion of specific details on work requests, maintenance and modifications and review of deliverables.

# 4.11.1.5 **Post-Implementation Evaluation Report**

The Contractor shall develop and deliver a post-implementation evaluation report. The reports shall include that status of all functionality required to meet the requirements described in *Appendix L&M* of this RFP. For any functionality not working, the report shall provide a corrective action plan and timeline for correction. YHI shall review and approve the Post-Implementation Evaluation Report prior to payment for the deliverable.

# 4.11.1.6 M&O Manual Updates

The Contractor shall update the M&O manual to reflect the results of the approved the postimplementation evaluation report prior to payment for the deliverable. The Contractor shall provide these updates within ten (10) business days of the approved post-implementation evaluation report.

# 4.11.1.7 Release Management Plan

As a part of maintenance, the Contractor will provide YHI with a release management plan that outlines the major releases that are planned, including the critical activities required to ensure that proper development and testing has occurred. The release management plan should identify critical activities required for release implementation to ensure that all releases are conducted systematically. The release management plan must be evaluated and reviewed by YHI on a quarterly basis and, at a minimum, include:

- All software and hardware releases planned
- On-time delivery of application releases per the due dates shown in the most recently approved work plan
- Version upgrades are applied in a controlled manner to prevent disruption to users
- Approach to informing the YHI when emergency security patches are made available and the Contractor shall develop a plan to apply those patches as soon as possible following plan review and approval by YHI. In the case of true emergency security patches, provide YHI with notice prior to system shutdown. After patching, provide YHI with a listing of the patches/updates applied
- Provide the capability to roll back data and software releases/programs as requested by YHI during testing cycles.

# 4.11.1.8 Technical Help Desk

As part of maintenance, the Contractor will address all questions and reported problems related to the technical and functional operation of the system. The Contractor must provide tiered, toll-free telephone support twenty-four (24) hours, seven (7) days a week. A qualified technician will respond via phone to address all calls in accordance with the importance and criticality of the question being asked and/or the problem being reported. The Contractor will agree to provide onsite technical support within one business day for problems that cannot be resolved via telephone.

# 4.11.1.9 Regulatory Compliance

The Contractor shall ensure that all System M&O support components acquired through this procurement are to be fully compliant with State and federal requirements (including applicable privacy & security requirements) in effect as of the date of release for the RFP and with any changes that subsequently occur, unless otherwise noted.

# 4.11.1.10 Audit Support

The Contractor shall support and provide assistance with any State and federal audits and certifications as YHI requests.

# 4.11.1.11 Application Support

The Contractor shall perform application support for the Exchange to keep it operating as expected including but not limited to the following services:

- Monitoring and reporting system performance
- Investigation as to why data was not processed
- Monitoring and reporting computer resource usage
- Preparing and participating in application system problem review meetings
- Creating special holiday, year-end, and production calendar schedules
- Preliminary investigation of problems not identified by YHI or consumers
- Environments support
- Ad hoc schedule changes
- Data resource management
- Yearly/Quarterly/Semi-annual changes
- Mass changes
- Business rules changes

All other application support services shall be performed on a daily (and/or as needed) basis.

# 4.11.1.12 Contractor Workspace and Hosting Environment / Facility

The Contractor shall provide office space for its staff during implementation, maintenance, and operations associated with this RFP. The Contractor must lease or otherwise provide a facility for hosting the Exchange during implementation, maintenance and operations and any extension of the contract, including following:

- The Contractor must ensure control of physical access to the office space/hosted facility and that only authorized persons are admitted into the facility;
- The Contractor must ensure control of electronic security, including providing adequate virus and spam control security suites
- Visitors and messengers entry and exit into the workspace/facility must be logged by visitor name, agency represented, date, time of arrival and departure, name of individual to whom the visit is made

- All workspace/facilities are protected against intrusion during non-working hours with appropriate surveillance alarm/system
- The Contractor must ensure that YHI's third-party auditors will have security access at the selected Contractor's work space/facility as authorized in writing by YHI
- The facility entry and control points are locked or guarded at all times
- Facilities are equipped with adequate measures and means to ensure prompt detection of any disaster. The Contractor shall maintain appropriate processes for reporting disasters to appropriate authorities and the emergency handling of fire, water intrusion, explosion, terrorist attack, or other disasters;
- Facilities are equipped with proper safeguards for fire prevention, fire detection, and fire suppression
- Facilities are equipped with fire detection and alarm systems with uninterruptable power supply that shall have a 24 hour battery pack
- Processes are in place to ensure that any communication switches and network components outside the central computer room shall receive the level of physical and/or electronic security necessary to prevent unauthorized access
- Processes are in place that ensure all Contractor staff abides by all federal, State and local security policies and procedures in force at each site such as connecting equipment or other devices to the YHI's data network without prior approval of YHI
- Processes are in place to provide access to all authorized Exchange users (including selected Contractor and selected Contractor staff) within one (1) work day of employment/notification, following all required security checks and protocols.

# 4.11.1.13 Work Requests

The Contractor or YHI may submit work requests for changes to the Exchange and related components, in accordance with the YHI-approved SPMP's change management plan. Work requests shall be classified as either a maintenance or modification effort (not including enhancements), as described in this section of this RFP.

Examples of modification activities include:

- Implementation of capabilities specified in this RFP and agreed to during design and development to be implemented post-implementation (i.e. releases, phased capabilities, etc.)
- Implementation of edits and audits not defined in the current Exchange but required for federal or State requirements
- Activities necessary to meet new or revised CMS, other federal, State of Idaho or YHI requirements
- Changes to established report, screen, or database formats, such as sort sequence, new data elements, or report items
- Patches, upgrades, and/or major software releases falling under software maintenance and required to maintain the Exchange at final acceptance quality.

Work requests shall be reviewed by the Contractor on, at least, a weekly basis at designated meetings with YHI staff. The Contractor shall provide an online application, accessible by YHI staff, for Work requests to be submitted, logged, tracked and reported on. The online tracking application shall provide a detailed description of the effort as well as the status from submittal through implementation and

documentation. The Contractor shall maintain a summary log, updated weekly, of all work requests, including information specified by YHI. The report shall be available online for access by both YHI and the Contractor staff. Work Requests not falling under maintenance or modifications, as defined in this RFP and during contract negotiations, shall be categorized as enhancements.

The Offerr shall provide an impact assessment of each work request within three (3) business days after submittal. The impact assessment shall include:

- A description of the scope of work involved
- The priority/tier level of the work request
- A breakdown of the work effort by deliverable
- A breakdown of the work effort by hours within each job classification
- An implementation schedule, and, if appropriate, revised schedules for all other concurrently approved projects or work requests impacted
- The proposed categorization of the effort as either a maintenance or modification activity.

Upon receipt of the impact assessment, YHI shall approve, require revisions or request additional information.

# 4.11.1.14 Contractor's Preventive Maintenance

The Contractor shall perform preventive maintenance activities that improve the performance of the application, as well as investigate and fix potential problems that have not yet occurred. Perfective maintenance includes, but is not limited to the following services:

- Improving the performance, maintainability, or other attributes of an application system
- Preventive maintenance
- Data table restructuring & re-indexing
- Data purges to reduce/improve data storage
- Run time improvements
- Replace utilities to reduce run time
- Potential problem correction
- Data set expansions to avoid space problems

It is YHI's intent to perform (i.e., release) perfective maintenance changes in a monthly production release or, for major changes requiring a more significant time to develop, test, and implement, the changes should be completed as part of a larger development release.

Activities that can typically be completed independent of a production release (e.g., data set expansions, data purges) may be completed on a more frequent basis (e.g., daily or weekly).

# 4.11.2 M&O Deliverables

The Contractor shall prepare the following deliverables in support of M&O activities:

• DEDs

- M&O status reports
- M&O status meeting schedule
- Post-implementation evaluation report
- Updated M&O manual
- Operations performance reports
- CAPs, as required
- Release management plan
- Audit reports, as required
- Contractor workspace and hosting environment/facility
- Completed work request, as required

# 4.11.3 Contractor and YHI M&O Responsibilities

#### Table 4-10: Contractor and YHI M&O Responsibilities

Contractor Responsibilities	YHI
• Develop and deliver DEDs for all deliverables as defined in this RFP	<ul> <li>Review all DEDs and provide feedback</li> <li>Approve all DEDs prior to the Contractor developing deliverables</li> </ul>
• Develop, deliver, maintain and execute all deliverables as defined in this RFP	<ul> <li>Review all draft deliverables and provide feedback</li> <li>Approve all deliverables prior to development</li> </ul>
<ul> <li>Maintenance responsibilities include:</li> <li>Repair defects</li> <li>Perform routine maintenance on reference files</li> <li>Complete or repair functionality that did not function properly at system implementation</li> <li>Make rules engine additions and modifications</li> <li>Add users to security levels of access</li> </ul>	<ul> <li>Determine the priority for Contractor completion of system maintenance and modification activities</li> <li>Monitor Contractor staff operations and system operations on an ongoing basis Require development of maintenance test plans as appropriate for major maintenance efforts</li> <li>Perform UAT, if desired</li> <li>Provide signoff that maintenance is approved</li> </ul>
<ul> <li>Notify YHI immediately of any unscheduled downtime</li> <li>Formally request approval for scheduled maintenance periods. Scheduled maintenance periods shall be mutually agreed upon and approved by YHI and the Contractor</li> <li>Identify changes to business processes required as a result of fixes or other maintenance</li> </ul>	Facilitate coordination of activities involving multiple YHI staff, related agencies or programs

Contractor Responsibilities	YHI
• Provide qualified systems staff to perform in a timely manner according to priorities Enhancements and modifications	
M&O STATUS REPORTS	
<ul> <li>Recommend the format for M&amp;O status meetings</li> <li>Produce weekly M&amp;O status reports that provide information on Operations performance, modification hours and M&amp;O incidents, risks, and problems</li> <li>M&amp;O STATUS MEETINGS</li> <li>Recommend the schedule, format and frequency for M&amp;O status meetings</li> <li>Attend regular meetings with the YHI</li> </ul>	<ul> <li>Review and approve the format for M&amp;O status reports</li> <li>Review and approve status reports</li> <li>Review and approve schedule, format and frequency for M&amp;O status meetings</li> <li>Attend regular meetings with the Contractor and provide feedback</li> </ul>
M&O MANUAL UPDATES	
<ul> <li>Update the M&amp;O manual developed during implementation to reflect the results of the approved post-implementation evaluation report</li> <li>Update systems documentation, user manuals and operating procedures, as required by YHI, within thirty (30) business days of implementation of a fix or other maintenance or as specified by YHI. Changes to reports resulting from systems changes must accompany the first production of the report</li> <li>Provide data model documentation for accommodating new fields as part of upgrade strategy throughout the life of the contract</li> </ul>	Review and approve updates to systems documentation, user manuals and operating procedures
MONITOR KEY PERFORMANCE INDIC.	ATORS (KPIS)
<ul> <li>Monitor performance against KPIs in the SLA documented in this RFP</li> <li>Provide YHI with data to determine SLA compliance and calculation of KPI metrics</li> <li>Develop CAP's for all missed KPIs</li> <li>Implement the plan identified in the CAP once approved by YHI</li> <li>Provide documentation to YHI demonstrating that the corrective action is complete and meets YHI requirements</li> <li>Recommend changes to KPIs if revisions are</li> </ul>	<ul> <li>Review and approve CAPs</li> <li>Request follow-up meetings to discuss the issues and corrective actions</li> <li>Review and approve changes to KPIs</li> <li>Request supporting reports and data; identify performance KPIs</li> <li>Review Contractor compliance with performance KPIs and SLAs</li> <li>Identify missed performance KPIs, and notify Contractor</li> </ul>

Contractor Responsibilities	YHI
<ul> <li>needed</li> <li>Appropriately size hardware to handle the State of Idahos's transaction traffic and volume at the YHI-accepted performance levels</li> <li>Inform YHI when a system deficiency is identified according to the priorities defined in the SLAs included in this RFP</li> <li>Perform all activities relative to the correction of deficiencies within the timeframes stated in this section and the SLAs and KPIs in this RFP</li> <li>Correct all errors and discrepancies found in the operational system at no additional charge for computer or human resources needed to maintain or correct the system</li> <li>Use automated application and network performance measuring tools for proactive system monitoring, tuning mechanisms, reporting, and trend analysis; ensure performance monitoring alerts are configurable and allow for user notification using multiple communication methods</li> </ul>	
• Submit service requests when operational problems occur within the timeframes specified in the SLAs and KPIs in this RFP	<ul> <li>Review and determine approval for the Contractor work requests addressing system deficiency, when identified</li> <li>Designate each work request as a maintenance or modification activity</li> </ul>
<ul> <li>Develop and deliver CAP for problems, deficiencies or all outstanding operational activities</li> <li>Implement a YHI-approved CAP within the timeframe negotiated with YHI</li> </ul>	<ul> <li>Review all CAPs and provide feedback</li> <li>Approve all CAPs prior to the Contractor executing the CAP</li> </ul>
<ul> <li>Monitor the Federal Information Security Management Act (FISMA) and Federal Risk and Authorization Management Program (FedRAMP) for emerging standards for overall and cloud security to ensure applicable controls are incorporated in the proposed Exchange</li> <li>Review system and network access logs on a daily basis</li> </ul>	

	Contractor Desponsibilities	YHI
_	Contractor Responsibilities	
•	Plan all software and hardware releases as	
	approved by YHI Be responsible for on-time delivery of	
•	application releases per the due dates shown in	
	the most recently approved work plan	
	the most recently approved work plan	
С	ONTRACTOR WORKSPACE AND HOSTIN	G ENVIRONMENT
•	Support onsite visits to field locations to	
	ensure appropriate end-to-end transaction	
	monitoring, as needed and other observation	
	activities at the request of YHI	
XX	ADV DEALIESTS	
	ORK REQUESTS Prepare and submit work request and	
•	suggestions for system changes	
•	Categorize each work request as a defect, modification or enhancement and indicate the	
	severity of the defect	
	Update documentation to reflect changes	
•	Image and include all attachments pertinent to each work request	
	each work request	
•	Provide an online tracking tool for YHI and	
	Contractor to use to track and generate reports	
	on the progress of all work requests	
•	Provide flexible online reporting and status	
	inquiry into the work request system	
•	Maintain an online system for tracking and	
	reporting of maintenance and modification	
	projects	
		· · · ·
•	Train YHI staff on changes resulting from	• Attend work request training, as necessary
	systems changes resulting from medication	
	and maintenance efforts	
CO	NTRACTOR'S PREVENTATIVE MAINTEN	ANCE
•	Provide recommendations for performance	
	improvements, system enhancements to gain	
	overall efficiencies based on trend analysis,	
	and other suggestions reliant upon industry	
	standards and best practices	
•	Track and report on remediation and rebuild to	
	satisfy defects, bugs, and issues identified and	
	resolved, in conjunction with YHI. If rework	
L		1

Contractor Responsibilities	YHI
hours appear to jeopardize on-time release delivery, the Contractor shall present a written mitigation plan to YHI, including the provision of additional resources at no additional cost to YHI	

# 4.12 Enhancements

The following section provides a description of the work, deliverables, and Contractor and YHI responsibilities required to plan and execute the activities described in this RFP as they relate to enhancements.

# 4.12.1 Enhancements Description

The Contractor shall provide all materials and labor associated with enhancing the Exchange. Enhancements are defined to include any work requests that fall outside of regular maintenance and modifications, as described in this RFP, and that improve the technical and functional operation of the system beyond that which was delivered and accepted during final acceptance as part of the implemented solution. Furthermore, enhancements will require a separate scope of work, to be reviewed and approved by YHI, prior to the Contractor initiating the following processes.

The Contractor shall follow all processes for enhancements activities set forth in this RFP for initial system implementation, including:

- Project management
- Design
- Development
- Testing
- Training
- Implementation
- M&O.

The Contractor shall work with YHI to set the schedule of key dates and dates for submittal of major deliverables for YHI review during enhancement activities using project management processes. All deliverable dates, key milestones, and budgets shall be submitted to YHI for approval prior to start of enhancement activities. At a minimum, enhancement activities and tasks shall include:

#### 4.12.1.1 Enhancements Project Control

An updated, detailed project work plan is required from the Contractor early in the enhancement activities. The purpose of the project work plan is to reaffirm delivery, to detail work activities, and to facilitate YHI's monitoring of progress based on deliverables and key dates as specified in the project work plan. The project work plan must be updated on a weekly basis for delivery to YHI's Project Manager.

#### 4.12.1.2 Enhancements Design

#### A. Updated Requirements Specification Document

An updated, detailed requirements specification document outlining enhancements to the Exchange shall be provided to YHI for review and approval.

#### **B.** Updated Requirements Traceability Matrix

An updated, detailed requirements traceability matrix (RTM) outlining enhancements to the Exchange shall be provided to YHI for review and approval. Requirements tracking must assure that all requirements are developed, configured, tested and approved by YHI.

#### C. Updated Detailed System Design Document

The Contractor shall update the detailed system design document with each of the major areas of enhancement, for review and approval by YHI. The Contractor must conduct walkthroughs of all enhancements design with YHI and provide demonstrations during the development of the design specification to enhance YHI's understanding as well as to facilitate the approval process.

#### D. Updated Disaster Recovery Plan and Business Continuity Plan

The Contractor must revise the disaster recovery plan and business continuity plan to reflect changes identified during the development and testing process of all enhancements. It must provide updated pages reflecting any new system components and procedures to effectively recover from a disaster.

#### **4.12.1.3 Enhancements Development**

#### A. Equipment/Hardware/Software

The Contractor shall acquire any such computer hardware or software required by the Exchange as described in this RFP.

#### 4.12.1.4 Enhancements Testing

The objectives of enhancements testing activity are to:

- Conduct system development and perform unit, business function, and system integration testing to ensure the functionality identified in the requirements function as defined; and
- Demonstrate through integrated testing that all enhancements function as defined will not adversely impact other business functions within the Exchange.

The testing activity is designed to demonstrate that the new system functionality as installed, meets YHI specifications and performs all processes correctly. All related Exchange business functions and modules will be tested, including the disaster recovery plan and business continuity plan changes as a result of the new functionality. Components of the test will require that the Contractor demonstrate readiness to perform all Exchange functions and contractual requirements, including manual processes. YHI will

identify the schedule for test cycles and delivery of output. Testing will be conducted in a controlled and stable environment. The Contractor shall be responsible for preparing the test environment, including data, and conducting the tests.

Minimum requirements are:

- A test plan and schedule for each system module and business function, as well as for the integrated system
- Test results report

# 4.12.1.5 EnhancementsTraining

The Contractor shall provide training, as deemed necessary by YHI, in accordance with the training requirements outlined in this RFP.

#### **4.12.1.6 Enhancements Implementation**

#### A. Release Management Plan

The Contractor will provide YHI with an updated release management plan, including release activities required during and after enhancements, that outlines the major releases that are planned, including the critical activities required to ensure that proper development and testing has occurred during the enhancement phase. The updated release management plan should identify critical activities required for release implementation to ensure that all releases are conducted systematically. The updated release management plan must be reviewed and approved by YHI on a quarterly basis.

#### **B. M&O Manual Update**

The Contractor shall prepare updates to the Exchange M&O manual for each business area affected by enhancement activities. Updates to the M&O manual must be prepared in final form on all changes, corrections, or enhancements to the system prior to YHI sign off of the system change. The Contractor shall be responsible for the production and distribution of all M&O manual updates in a timely manner.

#### C. Final Acceptance

The Contractor shall ensure that enhancements are ready to be implemented and YHI approvals have been obtained to move enhancements into the production environment. This is known as final acceptance.

# **4.12.2 Enhancements Deliverables**

The Contractor shall prepare the following deliverables in support of enhancement activities:

- DEDs
- Enhancements project work plan
- Updated requirements specification document

- Updated requirements traceability matrix
- Updated disaster recovery plan and business continuity plan
- Test plan
- Test results
- Updated release management plan
- M&O manual update
- Final acceptance

# 4.12.3 Contractor and YHI Enhancements Responsibilities

#### Table 4-11: Contractor and YHI Enhancements Responsibilities

Contractor Responsibilities	YHI
• Develop and deliver DEDs for all deliverables as defined in this RFP	<ul> <li>Review all DEDs and provide feedback</li> <li>Approve all DEDs prior to the Contractor developing deliverables</li> </ul>
• Develop, deliver, maintain and execute all deliverables as defined in this RFP	<ul> <li>Review all draft deliverables and provide feedback</li> <li>Approve all deliverables prior to development</li> </ul>

# 4.13 Turnover

The following section provides a description of the work, deliverables, and Contractor and YHI responsibilities required to plan and execute the activities described in this RFP as they relate to Turnover.

# **4.13.1 Turnover Description**

The continuing provision of Exchange services requires that there be no disruption of services during a turnover from the Contractor to YHI or its appointed agent, if any, at the expiration or termination of the contract. Accordingly, the Contractor shall cooperate fully in providing for an orderly and controlled transition to YHI or its appointed agent and will minimize any disruption in the services to be performed under this contract.

Notwithstanding any other provision in this contract, the Contractor shall continue providing contract services until YHI determines that YHI or its appointed agent is prepared to fully assume the Contractor's duties and obligations under this contract. All the terms and conditions of the contract shall apply during this period unless otherwise directed in writing by YHI. In order to assure adequate level of resources, the Contractor must dedicate special additional resources for turnover activities.

The goal of the turnover process is to identify, provide, and, in some cases document, all the processes, tools and software required so that the Exchange and its related services can be operated by YHI or its appointed agent. The support activities and documentation defined in this subsection are to ensure that the complete system may be run by an entity other than the Contractor. The turnover activities and

activities completed by the Contractor shall take place well in advance of the end of the contract and provide YHI with multiple documents and training to allow either YHI personnel, or an agent appointed by YHI, to independently operate the Exchange and its related components. All deliverables produced for turnover must be approved and accepted by YHI prior to final payment. At a minimum, turnover activities include:

# 4.13.1.1 Pre-Turnover

# A. Turnover Plan

Upon YHI's request, or no later than 180 days prior to the identified turnover date, the Contractor shall provide a Turnover Plan to YHI. The plan shall include:

- The Offeror's proposed approach to turnover
- Turnover schedule
- A current configuration of the Exchange system
- Exchange software, files and operations documentation
- An approach to providing execute turnover services, as described in this RFP at no extra charge

#### **B.** Exchange and Related Services System Requirements Statement

Upon YHI's request, or no later than 180 days prior to the identified turnover date, the Contractor shall furnish to YHI, at no extra charge, an Exchange and related service system requirements statement outlining the resources that would be required by YHI or its appointed agent to fully take over the system, technical, and business functions of the Exchange and related services outlined in the contract(s).

The Exchange and related services system requirements statement must include an estimate of the number, type, and salary of personnel required to operate the system and perform the other functions of the Exchange and related services. The statement shall be separated by personnel activity category.

The Exchange and related services system requirements statement shall include all facilities and any other resources required to operate the Exchange and related services, including:

- Exchange-related equipment
- System and special software
- Other equipment
- Telecommunications networks
- Office space
- Other resources

The Exchange and related services system requirements statement of resources shall be based on the Contractor's experience in the operation of the Exchange and related services and shall include actual resources devoted to the operation of the system.

#### C. Training

As requested by YHI, but approximately five (5) months prior to the end of the contract or any extension thereof, the Contractor shall begin training the YHI staff or the staff of its designated agent in the operation of the Exchange. Such training must be completed at least three (3) months prior to the end of the contract or any extension thereof.

### 4.13.1.2 Execute Turnover

#### A. Provide Turnover Services

At the request of YHI, but approximately on the scheduled turnover date, the Contractor shall transfer all technical and functional services to YHI or its appointed agent. The Contractor must transfer to YHI or its appointed agent, as needed, all program code listings and a copy of the Exchange and related services required for YHI or its appointed agent to resume operations of the Exchange, including:

- All necessary data and reference files on electronic media
- All production computer programs on electronic media
- Job scripts on electronic media
- Data entry software
- All other documentation, including user and operation manuals needed to operate and maintain the system on portable media using YHI approved software
- Procedures for updating computer programs, job scripts, and other documentation
- All operations logs, process summaries, and documents completed during the contract, in a medium and format specified by YHI at transition
- Hardware configuration diagram showing the relationship between all data processing and communication equipment necessary to operate the Exchange and related services, including local area networks, support networks, control units, remote entry devices, storage devices, printers, control units, and data entry devices
- All system macros used for data entry or system modification functions.

As requested, but approximately four (4) months prior to the end of the contract, the Contractor must provide updates to replacements for all data and reference files, computer programs, and all other documentation as will be required by YHI or its appointed agent to run acceptance tests.

The Contractor shall agree to assist YHI or its appointed agent in understanding the intricacies of the functional and technical operations of the Exchange to ensure that YHI or its appoint agent may resume operations with limited interruption in the event that Turnover is required.

#### **B.** Turnover Results Report

Following turnover of operations, the Contractor shall provide YHI with a turnover results report that details the completion and results of each step of the turnover plan. The turnover results report shall also certify that the Contractor shall be responsible, and must correct at no cost, any malfunctions that were determined to have existed in the system prior to turnover or which were caused by a lack of support at turnover, as may be determined by YHI.

# 4.13.2 Turnover Deliverables

The Contractor shall prepare the following deliverables in support of Turnover activities:

- Turnover plan
- Exchange and related service system requirements statement
- Turnover results report

# 4.13.3 Contractor and YHI Turnover Responsibilities

# Table 4-12: Contractor and YHI Enhancements Responsibilities

Contractor Responsibilities	YHI
• Develop and deliver DEDs for all deliverables as defined in this RFP	<ul> <li>Review all DEDs and provide feedback</li> <li>Approve all DEDs prior to the Contractor developing deliverables</li> </ul>
• Develop, deliver, maintain and execute all deliverables as defined in this RFP	<ul> <li>Review all draft deliverables and provide feedback</li> <li>Approve all deliverables prior to development</li> </ul>

# 5. **REQUIREMENTS**

# 5.1. General

As described in Section 4: Scope of Work above, YHI is soliciting a comprehensive COTS-based solution that will facilitate the core business functions of the Exchange. YHI anticipates the solutions proposed in response to this RFP will provide evidence as to how the solution will address the detailed requirements matrices provided in Appendix L and Appendix M. Offerors must provide a detailed description of the functional and technical design of the proposed solution. This response in addition to the responses required in Appendix L and Appendix M will be used as the basis for YHI to evaluate the fit and desirability of the solution for its needs.

To establish its State-based Marketplace, YHI seeks a modern, modular, and web-based portal solution accessible to Exchange customers and stakeholders integrated with back office functionality necessary to support YHI's business operations. In order to facilitate the greatest level of access possible and to facilitate a customer-oriented focus, the Exchange solution is expected to be available generally twenty four (24) hours a day, seven (7) days a week. YHI desires a system that is user friendly and supports the principles of the Medicaid Information Technology Architecture (MITA) and open standards wherever possible. Service-Oriented Architecture (SOA) should be utilized to allow for separate external systems to communicate using shared services through a common architecture. In addition, the proposed solution must ensure that primary application functions and data are available via industry standard Application Programming Interfaces (APIs).

# **5.2.** Functional Solution

To varying degrees, the proposed solution must support a wide-range of business processes. The section below details a description of each core Exchange component and YHI's proposed approach. Offerors are expected to provide detailed descriptions of how their solutions will perform the business functions and adhere to YHI's overall vision.

# 5.2.1. Eligibility Determination

The eligibility determination business area consists of the functions necessary to determine whether individual applicants are eligible for Advanced Premium Tax Credits/Cost Sharing Reductions (APTC/CSR). This area includes the functions necessary to perform initial screening of an applicant's potential eligibility, accept electronic applications for benefits, perform electronic and manual verification of eligibility data, and determine eligibility. Other functionality associated with the eligibility process, including appeals management, case management, account management and noticing are detailed in other requirements sections.

To perform eligibility determinations for insurance affordability programs, including Advanced Premium Tax Credits/Cost Sharing Reductions (APTC/CSR) YHI intends to leverage the Oracle Policy Administration (OPA) rules engine in the Idaho Benefits and Eligibility System (IBES) which is administered by the Department of Health and Welfare (DHW). To fulfill this integration, DHW will provide access to the rules engine to this proposed solution. The Offeror must work closely with DHW and YHI to establish efficient business processes and technical capabilities to manage this integration

point. The proposed solution must be able to make use of this shared service while still providing the other pieces of functionality necessary to perform eligibility determinations, including but not limited to application intake and data verifications. In addition, this solution must establish and maintain Idaho's interface with the Federal Data Services Hub (FDSH) in order to perform eligibility verifications and exchange data with the federal government.

# 5.2.2. Individual Enrollment

The Individual Enrollment business area consists of business processes and functional requirements for enrolling participants, renewing enrollment, and conducting enrollment reports. The proposed solution must provide robust insurance marketplace tools to facilitate customer shopping and comparison of QHPs available to them. Exchange customers must be able to electronically enroll with their selected health plan directly through the proposed solution. To facilitate electronic enrollment, as well as periodic reconciliation of enrollment information with insurers, the system will need to establish interfaces with insurer systems.

# **5.2.3.** Small Business Health Options (SHOP) Exchange

The SHOP business area consists of business processes and functional requirements for enrolling SHOP employers and employees, renewing enrollment, and conducting enrollment reports. The SHOP solution must provide similarly robust insurance shopping tools available to individual market customers of the Exchange with additional functionality to support employer plan selection and premium cost calculations as well as functionality to manage employee rosters. For employees of SHOP Exchange participants, the solution must provide insurance marketplace tools equivalent to those offered to individual market customers for those plans offered by their employers.

# 5.2.4. Plan Management

The plan management business area consists of the business processes and requirements for certifying, monitoring, renewing, and managing the withdrawal of QHPs and the issuers that offer these plans. YHI and Idaho Department of Insurance (DOI) are close partners in the fulfillment of the plan management functions of the Exchange. The DOI is statutorily responsible for the majority of the QHP certification and oversight process. As such the proposed solution must be able to integrate with DOI products, including SERFF in carrying out Plan Management functions. The SERFF system will be utilized for plan submission, review, and DOI certification. This system's role in the Plan Management process will be to facilitate the certification agreement process and store plan management data which will be available to Exchange customers in the Marketplace.

# 5.2.5. Financial Management

This area includes financial management components (billing, receivables, general and subsidiary ledgers, premium aggregation, reporting, and reconciliation) that will be required to operate the SHOP Exchange. In addition, it includes functionality to support the management of issuer user fees and other financial controls of the Exchange. YHI intends to utilize an accounting system separate from this solution; however this system will need to provide data to support Exchange accounting activities.

# **5.2.6. Consumer Assistance Functions**

The proposed solution will provide a range of functionality to support efficient and effective consumer assistance to facilitate the process of enrolling in health coverage and support Exchange customers.

The solution should provide the customized interfaces necessary to provide specific functionality to Exchange personnel, and community partners (e.g. Navigators, In-Person Assistors, Agents/Brokers, etc.). It should provide functionality to support complaint and appeals processing, and customer relationship management.

# 5.2.7. Web Portal/User Interface

The Exchange portal will provide a customer experience similar to that experienced by internet customers of top commercial service and retail companies and provide consumers self-service access to a wide range of functionality to support obtaining health insurance in the most automated manner possible.

# 5.2.8. **Reporting and Noticing Functions**

The system should include comprehensive business analytics functionality to allow YHI users to generate standard reports and manipulate and analyze data needed to support ongoing program evaluation and improvement. It should include necessary reporting and notifications functions to support federal requirements and the operations of the Exchange.

# **5.3.** Technical Solution

The Offeror must provide a technical overview of its proposed technical solution in accordance with the standards governing State-based Marketplaces. The Offeror must describe the overall architecture of its proposed solution including the system's adherence to industry standard hardware, software, security, and communications protocols. The description must include the internal architecture and how it enables system changes and new user requirements. The description should include points of interface with external systems. Offerors should also describe how components of the software solution and architecture are kept current and supported to avoid becoming obsolete.

The Offeror must describe how the proposed solution complies with policies requiring that Websites provide specific usability features for individuals with disabilities and how the proposed solution provides multiple modalities for consumers to access a world-class experience when interacting with the Exchange.

The Offeror must describe how the proposed solution complies with the CMS seven standards and conditions and associated data transmission protocols and security standards as described in the CMS' Enhanced Funding Requirements: Seven Conditions and Standards released in April 2011 (http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf).

For each subcontracted component, the Offeror should include a detailed explanation of how the various components work together, including data interchange, workflow automation, and reporting across components. The Offeror shall provide detailed information regarding the level and type of integration required for any subcontracted functional components comprising the proposed solution. The Offeror

shall also provide all information regarding whether and to what degree the proposed set of components has been previously successfully implemented as described.

The Offeror must describe how its system ensures security for Internet access including recommended maintenance and upgrade strategies.

Any third party software used within the system for which the Exchange would need to obtain licenses must be defined by the Offeror. The YHI requires the Offeror to include its costs for all third-party software and associated licenses in the cost proposal. The Offeror must indicate what third party software products and version levels are currently supported and required for the proposed system. The Offeror must state and ensure that the proposed system and system configuration and solution do not require hardware, operating system, or other components that are no longer licensed and/or supported.

# 5.3.1. Solution Compliance with Federal and Other Applicable Standards

In the proposal the Offeror should indicate to what degree the proposed solution is compliant with the standards listed below.

IT system development projects supported through the Exchange should comply to the fullest extent possible with standards in wide use within the United States' health system and with standards endorsed or adopted by the United States' Secretary of Health and Human Services (HHS). The Offeror must confirm its solution's compliance with all the standards listed in the most current version CMS HHS Guidance for Exchange and Medicaid IT Systems. The Offeror's proposed solutions must comply with the applicable representative standards below. The Offeror should address its compliance with the standards in the narrative part of the response to this RFP.

# **5.3.1.1** Health Insurance Portability and Accountability Act

Per federal guidance, IT projects undertaken by States in support of the ACA should comply with all relevant HIPAA standards, including protection of personal health information. In response to this RFP, the Offeror must describe how the proposed solution supports the application of appropriate controls to provide security and protection of enrollee and patient privacy. The Offeror must include details regarding compliance with HIPAA, national standards for electronic health care transactions and code sets, unique employee and provider identifiers, and security and privacy of individually identifiable health information. A statement declaring that the Offeror complies with HIPAA is not sufficient. The Offeror must describe in detail how the proposed solution complies with HIPAA.

# **5.3.1.2** National Information Exchange Model

One of the chief recommendations from the HIT Policy Committee and the HIT Standards Committee per sections 1104 and 1561 of the ACA is that states collaborate using NIEM and unified forms to facilitate the enrollment process and common data exchange and develop interoperable and secure standards and protocols for enrollment. YHI intends to utilize the NIEM for interactions with federal verification sources and with State systems. The Offeror must describe how the proposed solution enforces and implements NIEM standards as part of its system deployment.

# 5.3.1.3 System Development Life Cycle (SDLC) Frameworks

The Offeror shall follow standard industry SDLC frameworks and practices, including early and continuous delivery of error-free, fully tested software, regular collaboration between business subject matter experts and developers, and iterative functionality reviews to assure the YHI's business needs are met. During development and implementation, the Offeror will support and participate in the applicable Exchange Life Cycle (ELC) reviews with CMS/CCIIO.

For an explanation of this process, please reference the CMS's most recent guidance related to the Exchange Life Cycle and governance process. The Offeror may be asked to support additional gate reviews as described in the ELC, as applicable.

CMS requires a formal process for each review with required products and deliverables to determine project completeness. The Offeror shall supply all appropriate documentation to support the relevant project stage gate review and shall be provided at least three (3) weeks prior to the CMS review. The Offeror may be required to assist in formal reviews and presentations to CMS personnel.

# 5.3.1.4 Accessibility

Per CMS Guidance, enrollment and eligibility systems should be designed to meet the diverse needs of users (e.g., consumers, state personnel, other third-party assisters) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those that use assistive technology. The Offeror must describe: 1) how the proposed solution complies with policies requiring that Websites provide specific usability features for individuals with disabilities; 2) how the proposed solution provides multiple modalities for consumers to access a world-class experience when interacting with the Exchange; and 3) if the user interface of the proposed solution is Sections 508 and 405 compliant and adheres to the W3C Web Content Accessibility Guidelines.

# 6. TECHNICAL PROPOSAL REQUIREMENTS

# 6.1. Introduction

YHI discourages overly lengthy and costly Technical Proposals; therefore, brochures or other presentations, beyond those sufficient to present a complete and effective proposal, are not desired. Elaborate artwork or expensive paper is not necessary or desired. Audio and/or videotapes are not allowed. Technical Proposals including audio or videotapes will be deemed non-responsive and rejected. In order for the Proposal Review Team to evaluate proposals completely, the Offeror must follow the format set out below to provide all requested information. The use of tabs as specified below is required.

The format and content requirements for each section of the Technical Proposal are described below. The Technical Proposal shall include complete responses to all required items listed under each heading. Without providing overly lengthy descriptions, the Technical Proposal must provide clear descriptions and/or responses so that the Proposal Reciew Team members can adequately evaluate the Offeror's response and intent. The Offeror is mandated to follow the defined format outlined at *Section 6.2*. At the sole discretion of YHI, YHI may request written clarification to an Offeror's response in the Technical Proposal to better assist the Proposal Review Team members in evaluating the Offeror's response and intent.

# 6.2. Format of Proposal

Offerors' Proposals must include the components detailed in this section. No partial bids will be accepted. Any bids submitted that are deemed to be incomplete may be rejected by YHI.

Offerors' Proposals must be received by YHI on the date and time specified in *Table 2-1: Procurement Schedule* in *Section 2: Schedule and Procurement Requirements*.

Subject	Requirement
Paper Size	8 <sup>1</sup> / <sub>2</sub> X 11 inch paper (letter size) and double-sided. While the appearance of proposals is important and professionalism in proposal presentation should not be neglected, the use of non-recycled or non-recyclable or glossy materials is discouraged.
Font	Text font must be no smaller than 12 points. Tables and Figures may be in smaller font but must be legible.
Spacing	Proposals must be single-spaced.
Cover Page	<ul> <li>The cover page of each Proposal document must include the following information:</li> <li>Name and address of the Offeror</li> <li>Date of submission</li> <li>Title "(Technical or Cost) Proposal for the Your Healht Idaho Health Insurance Exchange Solution and Operations"</li> </ul>
Page Limit	Although there are no page limits, Offerors should limit the amount of extra material they submit.

 Table 6-1: Formatting Requirements

Subject	Requirement
Number of Proposals	Offerors will submit two (2) Proposals including: • One (1) Technical Proposal • One (1) Cost Proposal
Number of copies	<ul> <li>Technical Proposal:</li> <li>One (1) original hard copy and ten (10) identical copies of the original, each in a three-ring binder with tabbed sections</li> <li>One (1) electronic copy (flash drive)</li> <li>Cost Proposal: <ul> <li>One (1) original hard copy and two (2) identical copies of the original, each in a three-ring binder with tabbed sections</li> <li>One (1) electronic copy (flash drive)</li> </ul> </li> </ul>
Shipment	All Proposals must be sealed and addressed to: Amy Dowd Executive Director Your Health Idaho 714 West State Street Boise, Idaho 83702 Telephone: 208-991-4911 (for overnight shipping purposes only)
Delivery Method	<ul> <li>The following hard copy Proposal delivery methods are acceptable:</li> <li>U.S. Mail: Offerors are cautioned that it is their responsibility to mail Proposals in sufficient time to ensure receipt by the YHI prior to the Proposal due date and time.</li> <li>Express Delivery: If bids are being sent via an express delivery service, Offerors are responsible for clearly designating the Proposal delivery contact and address, including telephone number, on the outside of the delivery envelope or box.</li> <li>Hand Delivery: Hand-carried bids shall be delivered to Amy Dowd at the address above prior to the Proposal due date and time.</li> </ul>
Envelope Contents and Labeling	<ul> <li>Technical Proposals and Cost Proposals must be sealed in separate envelopes or boxes within the "Sealed Bid." Proposals should be clearly marked "SEALED BID" and should include the following items:</li> <li>Indicate if it is the Technical or Cost Proposal</li> <li>Title - "Your Health Idaho Health Insurance Exchange Solution and Operations "</li> <li>Proposal Due Date</li> <li>Name of the Offeror</li> </ul>

Subject	Requirement
Flash Drive	The Technical Proposal and Cost Proposal must be provided on separate flash drives; they must be placed in the envelope with the original copy of each Proposal. The Technical Proposal must be submitted as Microsoft Office (Word, Excel, and PowerPoint) format or Portable Document Format (PDF) files. Files shall not be password-protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents.
Request for Confidential Treatment	Requests for confidential treatment of any information in a Proposal must be communicated in accordance with <i>Section 2.4.6: Public Records and Requests for Confidential Treatment</i> . The Cost Proposal will be part of the ultimate contract entered into with the successful Offeror so pricing information may not be designated as confidential material.
Exceptions to RFP / Contract Language	If the Offeror objects to any term or condition of the RFP, exceptions must be submitted on the form in <i>Appendix P</i> and noted in the <i>Transmittal Letter</i> . Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by YHI, in its sole discretion, resulting in possible disqualification of Offeror. YHI reserves the right either to execute a contract without further negotiation with the successful Offeror or to negotiate contract terms with the selected Offeror if the best interests of YHI would be served.

# 6.3. Tab 1 – Transmittal Letter

To be considered, the Proposal must be accompanied by a Transmittal Letter on company letterhead, signed in blue ink by an official of the bidding organization authorized to bind the Offeror to the provisions of the proposal. The signed Transmittal Letter must be included in the proposal marked ORIGINAL. It must include a statement that any contract terms spelled out in this RFP would be acceptable if a contract were awarded. The Transmittal Letter shall also include:

- A statement indicating that the Offeror is a corporation or other legal entity
- A statement confirming that the Offeror is registered to do business in the State of Idaho and providing its corporate charter number to work in the State of Idaho
- A statement identifying the Offeror's federal tax identification number
- A statement identifying any prior solution project where the Offeror was terminated before the final solution was operational
- A statement that no attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal
- A statement that the Offeror has or has not retained any person or agency to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent arrangement except as disclosed in the Offeror's proposal
- A statement of Affirmative Action, that the Offeror does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability
- A statement that no cost or pricing information has been included in the Transmittal Letter or any other part of the Technical Proposal
- If issued, a statement identifying by number, date, and acceptance of all amendments to this RFP issued by YHI that have been received by the Offeror

- A statement that the Offeror has read, understands, and agrees to all provisions of this RFP without reservation
- Certification that the Offeror's offer will be firm and binding for 180 days from the proposal due date
- A statement naming any outside firms responsible for writing the proposal
- A statement agreeing that the Offeror and all subcontractors will sign the Drug Free Workplace Certificate (*Appendix E*)
- A statement that the Offeror has included the signed HHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions (*Appendix D*) with the Transmittal Letter.
- A statement that the Offeror has acknowledged and accepts the terms found in the YHI Security Standards for Third Parties (*Appendix D*).
- All proposals submitted by corporations must contain certifications by the secretary, or other appropriate corporate official other than the corporate official signing the Technical Proposal, that the corporate official signing the Technical Proposal has the full authority to obligate and bind the corporation to the terms, conditions, and provisions of the Technical Proposal.
- All proposals submitted must include a statement that the Offeror presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services under this Contract, and it shall not employ, in the performance of this Contract, any person having such interest.
- If the proposal deviates from the detailed specifications and requirements of this RFP, the Transmittal Letter must identify and explain these deviations. YHI reserves the right to reject any Technical Proposal containing such deviations or to require modifications by the Offeror before acceptance.

The Transmittal Letter must also be accompanied by the "Vendor Information Sheet" (*Appendix B*) containing the following:

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

The Transmittal Letter must also be accompanied by a letter from each subcontractor, signed by an individual with the authority to bind the company, that 1) affirms the subcontractor's participation in the bid as a subcontractor, 2) describes the subcontractor's understanding of their role(s) and responsibilities, and 3) estimates the amount of revenue that will flow to the subcontractor if the Offeror's Proposal is accepted.

# 6.4. Tab 2 – Mandatory Requirements Checklist

Offerors must complete and submit a Mandatory Technical Proposal Submission Requirements Checklist. The template for the Mandatory Technical Proposal Requirements Checklist is included in *Appendix H*.

# 6.5. Tab 3 – Executive Summary

The Executive Summary shall summarize and highlight relevant contents of the Proposal to provide YHI and the Proposal Review Team with a broad understanding of the Offeror's Technical Proposal. The Executive Summary shall clearly and concisely highlight the contents of the Technical Proposal.

Offerors should summarize how their Proposal meets the requirements of this RFP, how the Offeror's Proposal is best suited to meet the goals and objectives of YHI as understood by the Offeror, and why the Offeror is best qualified to perform the work required. The Executive Summary shall highlight the Offeror's:

- Understanding of the project, project management approach, and commitment to successfully performing all project activities
- Qualifications to serve as a Contractor for the project
- Overall approach to the project, including highlights of the proposed Solution, Work Plan and Schedule, Staffing, approach to activities included in the scope of services
- Project challenges, risks, and suggested mitigation strategies
- Summary of the contents of the Proposal

# 6.6. Tab 4 – Corporate Experience

Offerors must provide a detailed summary of Offeror and subcontractor experience including company background. The Offeror must provide a concise, but through description of its relevant experience, capabilities, and verifiable successes. The Offeror must also provide this information for its subcontractors as well. The material shall be presented for the Offeror first and subsequently for any subcontractor(s) in order of the size (i.e., revenue) of their role in the project.

# 6.6.1. Company Background

The Offeror must detail the background of the corporation, its size, and resources, including:

- Date established (for a corporation)
- Location of the principal place of business
- Location of the submitting entity, if different
- State of incorporation
- Ownership (e.g., public company, partnership, subsidiary)
- Average number of employees for each of the last three years
- Number of personnel currently engaged in project operations across the company
- Performance history and reputation
- Current products and services
- Professional accreditations pertinent to the services provided by this RFP

The Offeror shall also furnish this information for any subcontractor(s).

# 6.6.2. Company Experience

The Offeror must confirm and describe their experience as it relates to the activities outlined in this RFP describing relevant experience within the last five (5) years. The Offeror's statement should, among other things, include descriptions of the relevant work the Offeror has previously executed; how the Offeror will apply the experience in previous work to the requirements of the work being solicited in this RFP; and the form(s) of expertise the Offeror will bring to the project.

Description of contract scope and Offeror activities, noting similarities and differences with the YHI scope of work in terms of size, scope, and complexity, including annual and total contract amounts should be included.

The Offeror should also indicate during which previous projects (if any) they have partnered with their subcontractors.

The Offeror shall also furnish this information for any subcontractor(s).

# 6.6.3. Corporate References

The Offeror must include a minimum of three (3) corporate references from three (3) separate projects during the last three (3) years that detail its experience in completing the activities similar to those described in this RFP. References should be submitted on the form included in *Appendix K*.

YHI reserves the right to conduct checks of Offeror references, by telephone or other means, and evaluate the Offeror based on these references. It is the Offeror's responsibility to ensure that every reference contact (or a designated backup contact) is available during the evaluation period.

In addition, Offerors must provide the following information in this section:

- A list of prior and existing contracts or agreements that the Offeror has entered into with the State of Idaho.
- If, at any time during the past three (3) years, the Offeror has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, the Offeror must fully describe each termination and include the name, address, and telephone number of the contracting party and describe the circumstances surrounding the termination. If no such early terminations have occurred in the past three (3) years, the Offeror should include a statement to that effect.

The Offeror shall also furnish this information for any subcontractor(s).

# 6.6.4. Company Financial Condition

The Offeror must demonstrate that its organization is in sound financial condition or that appropriate corrective measures are being taken to address and resolve any identified financial problems. The Offeror shall provide financial information in such a manner that YHI can reasonably formulate a determination about the stability and financial strength of the organization. This must include company size, organization, date of incorporation, ownership, number of employees, and revenues for the previous three

(3) fiscal years. Additionally, Financial statements for the contracting entity shall be provided for each of the last three (3) fiscal years, including at a minimum:

- Statement of income
- Balance sheet
- Statement of changes in financial position during the last three (3) years
- Statement of cash flow
- Auditors' reports
- Notes to financial statements
- Any contractual termination within the past three (3) years
- Summary of significant accounting policies

The Offeror must also disclose any and all judgments, pending or expected litigation, or other real potential financial reversals that might materially affect the viability or stability of the Offeror's organization; or certify that no such condition is known to exist. YHI reserves the right to request any additional information to assure itself of an Offeror's financial status.

In the event an Offeror is either substantially or wholly owned by another corporate entity, the Offeror must also include the same information for the parent organization and a statement that the parent will unconditionally guarantee performance by the Offeror in each and every term, covenant, and condition of such contract as may be executed by the parties.

Any proposed subcontractor whose percentage of work to be performed (measured as percentage of total contract price) equals or exceeds twenty (20) percent must submit the required information as well.

Additional financial information may be requested during the evaluation process.

### 6.7. Tab 5 – Organization and Staffing Plan

The Organization and Staffing section shall include: 1) project team organization; 2) charts of proposed personnel and positions; and 3) identification and resumes of key personnel, as required in this RFP. The Offeror shall acknowledge the requirement that certain key personnel are required to be located in Boise, Idaho through the duration of their assigned responsibilities. Key personnel must include, at a minimum, one full-time person for each of the following positions:

- Account Manager
- Project Manager
- Systems Architect/Technical Lead
- Configuration Manager
- Design, Development, and Implementation ManagerTraining Manager
- Test Manager
- Operations Manager
- Privacy and Security Officer
- Business Analyst
- Data Manager

Additional knowledgeable staff as deemed necessary by the Offeror to fulfill the roles and responsibilities for all phases of the project, including each major activity as listed in *Section 4:Scope of Work*, shall also be discussed. The Offeror shall acknowledge that key personnel are not to be replaced, substituted, or removed from the position and/or phase proposed without explicit approval from YHI. Any attempt by the Offeror to replace, substitute, or removed key personnel as proposed without approval from YHI may result in YHI invoking its rights under *Section 9.5: Performance Requirements and Associated Liquid Damages* and/or nullification of award.

# 6.7.1. Organization

The organization charts shall show staff organizational structure, including the project team reporting structure and the reporting structure inside the organization for the members of the proposed project team including management, key personnel, and other resources:

- Organization and Staffing during each phase as described in this RFP
- Percentage of time that key personnel are expected to be dedicated to each phase of the project
- Fulltime, part-time, and temporary status of all employees
- Explanation for any individual assigned to share responsibilities between key personnel positions and/or phases of the project
- Planned use of any subcontractors

The Offeror shall make every effort to fill key personnel positions with fulltime staff. In the event that the Offeror proposes a subcontractor as key personnel, YHI may retain their refusal right for each subcontractor proposed as key personnel.

### 6.7.2. **Responsibilities**

Responsibilities and the anticipated roles of key personnel shall be identified for all phases of the Contract. All proposed key management, including definitions of their responsibilities during each phase of the Contract, should be included.

### 6.7.3. Resumes

The Offeror must submit resumes of all proposed key personnel identified in its proposal. Resumes should be provided in the format shown in *Appendix J*.

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.

# 6.7.4. Staff References

The Offeror must submit three (3) references for each proposed key personnel. Each reference should be prepared to give information on the individual's experience and competence. References should be in the format provided in *Appendix K*.

# 6.8. Tab 6 – Project Management and Control

Offerors must include a Project Management and Control section that includes a summary description of the methodology to be used in planning and control of the project, project activities, and progress reports. Specific explanation must be provided if solutions vary from one phase to another. This section should include the Offeror's:

- Project management approach tasks
- Project control tasks
- Manpower and time estimating methods
- Sign-off procedures for completion of all deliverables and major activities
- Management of performance standards, milestones and/or deliverables
- Anticipated problem areas and the approach to management of these areas, including loss of key personnel, and/or loss of technical personnel
- Project status reporting, including examples of types of reports
- Approach to YHI's interaction with contract management staff
- Other Contractor responsibilities set forth in this RFP

In addition, the Offeror must provide a description of the approach to completing the Contractor's responsibilities and producing the project management deliverables as described in this RFP.

#### 6.9. Tab 7 – Work Plan

Offerors must provide a Work Plan and Schedule that includes:

- Detailed descriptions of the major activities, tasks, and subtasks necessary to accomplish the requirements of this RFP
- Identification of the responsible party (YHI or the Offeror) for each major task and activity
- Discussion of the flexibility of the Work Plan to meet changes in program requirements and cope with delays should they occur
- Discussion of any proposed delayed or phased implementation of functionality after October 1, 2014

The proposed Work Plan and Schedule must show the ability of the Offeror to develop and test the federally mandated functionality in the solution prior to start of July 2013 and full implementation of federally mandated functionality by October 1, 2014.

### 6.10. Tab 8 – Approach

The Offeror must address the Offeror's approach to completing all activitives described in *Section 4: Scope of Work.* The Offeror's Proposal must include the following subsections:

- Project Initation
- Design
- Development
- Testing

- Training
- Conversion/Migration
- Implementation
- Maitenance and Operations
- Enhancements
- Turnover

For each phase, the Offeror must describe their methodology to achieve all tasks and complete all deliverables. The Offeror may suggest alternative tasks and/or deliverables, provided they explain their reasoning and any associated ramifications. They are also encouraged to identify any major risks associated with each compleming each phase on time and describe their corresponding mitigation strategies.

Any tasks to be completed by the subcontractor must be identified.

# 6.11. Tab 9 – Functional Requirements

The Offeror must include a completed *Appendix L* Functional Requirements Matrix within its Proposal. The instructions are included in each section. The Offeror must also confirm that each requirement is included in the price included within the Cost Proposal.

# 6.12. Tab 10 – Technical Requirements

The Offeror must include a completed *Appendix M* Technical Requirements Matrix within its Proposal. The instructions are included in each section. The Offeror must also confirm that each requirement is included in the price included within the Cost Proposal.

# 6.13. Tab 11 – Privacy and Security

The Offeror must provide a description of its approach to and requirements around privacy and security. It should outline the requirements for ensuring that the Offeror's describes their approach to ensure proper Privacy and Security mandated by YHI, the State of Idaho, and federal regulations.

# 6.14. Tab 12 – Assumptions, Qualifiers, and Constraints

The Offeror must indicate any assumptions made in submitting their Proposal. If no assumptions are included, the Offeror shall make a statement to that effect.

# 7. COST PROPOSAL REQUIREMENTS

### 7.1. General

The Offeror must submit one (1) original hardcopy Cost Proposal and two (2) copies. The Cost Proposal must be typewritten on standard 8  $\frac{1}{2}$  x 11 paper (larger paper is permissible for charts, spreadsheets, etc.). The original hardcopy of the Cost Proposal must contain original signatures in blue ink and be clearly marked as "Original Cost Proposal." The Cost Proposal should also include one (1) electronic copy in Microsoft Office (Word, Excel, and PowerPoint) format or Adobe Acrobat Portable Document Format (PDF) saved to a flash drive.

Pricing will be considered under separate scoring criteria than the Technical Proposal.

### 7.2. Cost Proposal Content

The Offeror's Cost Proposal shall consist of the following sections, separated by tabs:

- Executive Summary
- Price Sheets

Price Sheets will be submitted as part of the Cost Proposal. The Offeror will propose firm pricing on each Price Sheet.

#### 7.2.1. Executive Summary

The Offeror's Cost Proposals must include an Executive Summary no more than three (3) pages long. The Executive Summary should summarize and highlight relevant contents of the Cost Proposal for YHI and provide a broad understanding of the Offeror's Pricing Approach. The Executive Summary should include a statement certifying that all pricing information presented as part of the Proposal is in U.S. dollars and that all required cost information is enclosed. It should also provide an attestation consistent with *Section 9.6: Cost or Pricing Data*. It must be signed by an individual authorized to legally bind the Offeror.

#### 7.2.2. Pricing Sheets

Five (5) worksheets compose the set of Price Sheets that will be provided to YHI. The worksheets are:

- Total Proposed Pricing (Price Sheet A)
- Total for Design, Development, and Implementation (DDI) Deliverables (Price Sheet B)
- Total for Maintenance and Operations (M&O) Deliverables (Price Sheet C)
- Hourly Rate Sheet by Position and Calendar Year (mandatory but not evaluated)
- Pricing by Functional Area (mandatory but not evaluated)

Templates for Pricing Sheets are included in the tables below. Additional (mandatory) tables (Hourly Rates and Pricing by Functional Area) have been included to allow YHI to gather additional information and insight into the Cost Proposals provided by Offerors. If any variations exist between the summary sheets and other sheets and tables and no clarification appears, the summary pricing sheets will prevail.

#### 7.2.2.1 Total Proposed Pricing

Offerors must submit the proposed Total Proposal Price on Price Sheet A. The Total Proposed Pricing will include the sum of the following sheets:

- Total for Design, Development, and Implementation (DDI) Deliverables (Price Sheet B)
- Total for Maintenance and Operations (M&O) Deliverables (Price Sheet C)

#### 7.2.2.2 Design, Development, and Implementation Pricing

On Price Sheet B, Offerors must submit a firm fixed price for sum total of all design, development, and implementation deliverables described in Section 4 of the RFP. Offerors must categorize their pricing for this project phase into the categories shown in the table on Pricing Sheet B. Throughout the DD&I phase, YHI and the Contractor agree that failure by the Contractor to produce deliverables within established timelines results in a loss to YHI. If the Contractor fails to meet the timelines identified and agreed upon in the Contract resulting from this RFP, the Contractor is required to provide a corrective action plan, no later than three (3) days after the missed timeline. YHI may invoke its rights under *Section 9.5: Performance Standards and Associated Liquidated Damages*.

#### 7.2.2.3 Maintenance and Operations Pricing

On Price Sheet C, Offerors must submit a firm fixed price for the sum total of all maintenance and operations deliverables described in Section 4 of this RFP per contract year. Offerors must categorize their pricing for this project phase into the categories shown in the table on Pricing Sheet C. The Exchange's Maintenance and Operations Price includes the core services for maintenance and operation of the Solution as defined in *Section 4: Scope of Work*.

### 7.3. Alternative Cost Proposals

YHI encourages Offerors to propose alternative pricing proposals (e.g., Per Member Per Month) in addition to the schedules herein which are mandatory. These tables are mandatory; however, they will not be included in scoring of the RFP. They are informational only. YHI encourages submission of those forms with explanations for the categories and structure if Offerors have additional alternatives. The rates established on the hourly rate card will be considered fixed and used for both billing of the modification hours and for additional change requests, if they occur.

### PRICE SHEET A: TOTAL PRICING

Description	5 Year Total
DDI (Price Sheet B)	\$0
M&O (Price Sheet C)	\$0
Total Price	\$0

# PRICE SHEET B: DESIGN, DEVELOPMENT, AND IMPLEMENTATION (DDI)

Description	1/1/14 - 9/30/2014
Personnel and Labor	\$0
Hardware	\$0
Software	\$0
Infrastructure Development	\$0
Interfaces with External System (e.g. FDSH, SERFF, DHW)	\$0
Travel	\$0
Other Items (Please Explain)	\$0
Other Items (Please Explain)	\$0
Other Items (Please Explain)	\$0
Total	\$0

#### PRICE SHEET C: MAINTENANCE AND OPERATIONS (M&O)

Description	10/1/14 - 12/31/14	CY 2015	CY 2016	CY 2017	CY 2018	Total
Personnel and Labor (Base M&O						
Hours)	\$0	\$0	\$0	\$0	\$0	\$0
Personnel and Labor (Pre-Paid						
Modification/Enhancements – 5,000						
hrs.)						\$0
Hosting Services	\$0	\$0	\$0	\$0	\$0	\$0
Hardware	\$0	\$0	\$0	\$0	\$0	\$0
Software	\$0	\$0	\$0	\$0	\$0	\$0
Interface Maintenance	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Other Items (Please Explain)	\$0	\$0	\$0	\$0	\$0	\$0
Other Items (Please Explain)	\$0	\$0	\$0	\$0	\$0	\$0
Other Items (Please Explain)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0

#### HOURLY RATE SHEET BY POSITION AND CALENDAR YEAR

This section will not be scored as part of the evaluation.

Project Title	CY 2014	CY 2015	CY 2016	CY 2017	CY 2018
Project Manager					
Systems Architect/Technical Lead					
Configuration Manager					
DDI Manager					
Training Manager					
Test Manager					
Operations Manager					
Privacy and Security Officer					
Data Manager					
Business Analyst(s)					
Other					

### PRICING BY FUNCTIONAL AREA

This section will not be scored as part of the evaluation.

Project Title	CY 2014	CY 2015	CY 2016	CY 2017	CY 2018	TOTAL
1. Eligibility Determination –						
Individuals						
2. Plan Comparison &						
Enrollment – Individuals						
3. Financial Management –						
Individuals						
4. Plan Management						
5. SHOP – Eligibility and						
Financial Management						
6. Noticing						
7. Reporting						
8. Security and Privacy						
TOTAL						

# PAYMENT SCHEDULE

SOW Section	Description	Deliverables	Payment Schedule
4.3	Organization and Staffing	<ul> <li>Staffing Plan for each phase of the project that addresses staffing requirements, including providing resumes of key personnel, project roles, project responsibilities, resource allocation, staff reporting/organizational structure, and how changes in staff will be handled throughout all phases of the project</li> <li>Identify subcontractors in key personnel positions</li> </ul>	2.5%
4.4	Project Management	<ul> <li>Deliverable Expectation Documents (DEDs)</li> <li>Software Project Management Plan outlined in <i>Section 5.4.1.5</i></li> <li>Weekly status reports outlined in Section <i>5.4.1.6</i></li> <li>Project Status Meeting Agendas and Minutes;</li> <li>YHI Board reporting, as requested;</li> <li>Release Plan</li> <li>Architectural Diagrams</li> </ul>	2.5%
4.5	Design	<ul> <li>Deliverable Expectation Documents (DEDs)</li> <li>Requirements Definition and Validation Plan</li> <li>JAR session minutes</li> <li>Requirements Traceability Matrix (RTM)</li> <li>Requirements Specification Document (RSD)</li> <li>Business Rules Document</li> <li>Detailed System Design Plan</li> <li>JAD session minutes</li> <li>Detailed System Design Document (DSD)</li> <li>Interface Control Document</li> <li>Database Design Document</li> <li>Data Management Plan</li> <li>Disaster Recovery/Business Continuity Plan</li> </ul>	15%
4.6	Development	<ul> <li>Deliverable Expectation Documents (DEDs)</li> <li>Exchange Environments</li> <li>Exchange Environments Plan</li> <li>Unit Test Results</li> <li>Updated RTM</li> </ul>	5%

SOW Section	Description	Deliverables	Payment Schedule
4.7	Conversion /Migration	<ul> <li>Deliverable Expectation Documents (DEDs)</li> <li>Migration Requirements Matrix</li> <li>Migration Plan</li> <li>Migration Test Results</li> <li>Migration Quality Assurance Plan</li> <li>Updated RTM.</li> </ul>	15%
4.8	Testing	<ul> <li>Deliverable Expectation Documents (DEDs)</li> <li>Test Plan</li> <li>Test Environment</li> <li>System Test Cases</li> <li>Final Test Report</li> <li>UAT Training Plan</li> <li>UAT Cases</li> <li>Updated RTM</li> </ul>	10%
4.9	Training	<ul> <li>Deliverable Expectation Documents (DEDs)</li> <li>Training Environment</li> <li>Training Plan</li> <li>Training Materials</li> <li>Training Reports</li> </ul>	5%
4.10	Implementation	<ul> <li>Deliverable Expectation Documents (DEDs)</li> <li>Production Environment</li> <li>Authority to Operate (ATO)</li> <li>Implementation Plan, including contingency plans</li> <li>M&amp;O Manual</li> <li>Final Data Use/Data Exchange/Interconnection</li> <li>Security Agreement</li> <li>Plan of Action &amp; Milestones (POA&amp;M)</li> <li>Final System of Record Notice</li> <li>Service Level Agreements (SLAs)</li> <li>Privacy Impact Statement</li> <li>System Security Privacy Plan</li> <li>Information Security Risk Assessments</li> <li>Final Acceptance</li> </ul>	45%
		Total	100%

# 8. EVALUATION PROCESS

# 8.1. Evaluaton Approach

YHI will conduct a comprehensive, fair and impartial evaluation of proposals in response to this RFP. YHI will select the successful Offeror through a formal evaluation process established prior to the opening and evaluation of proposals. The process will remain fixed throughout the procurement cycle.

Consideration will be given to capabilities and advantages which are clearly described in each proposal, confirmed by oral presentations/interviews if scheduled, and verified by information from reference and other sources contacted by YHI. YHI reserves the right to contact any individuals, entities, or organizations who have had recent contracts or relationships with the Offeror to fully ascertain the Offeror's ability to execute the scope of work described in this RFP.

Evaluation of eligible proposals will be conducted in five phases, subject to the:

- Phase One Mandatory Requirements Evaluation
- Phase Two Technical Proposal Evaluation
- Phase Three Cost Proposal Evaluation
- Phase Four Oral Presentations/Interviews (as needed)
- Phase Five Award Decision by Executive Director

By responding to this RFP, all Offerors acknowledge that YHI is working under significant time restraints and may or may not have the resources to provide a full and complete evaluation of every proposal received in response to this RFP. In that regard, YHI reserves the right, if deemed necessary and in its sole discretion, to conduct an initial review of all proposals for the purpose of establishing a list of qualified semi-finalists. The initial review will be based on factors that are consistent with the evaluation criteria outlined in this section. In such an event, YHI will then move forward with a complete evaluation of those proposals. YHI will not be obligated to disclose the list of semi-finalists to any Offeror.

There are a total of one thousand (1000) points that can be awarded to each proposal. Seven hundred (700) points may be awarded for the Technical Proposal (70%) and three hundred (300) points for the Cost Proposal (30%).

### 8.2. Proposal Review Team

YHI will select a Proposal Review Team that will evaluate the Technical and Cost proposals at their respective stages and make a final recommendation to the YHI Executive Director prior to the Award Decision. The Proposal Review Team will provide a final score for the Technical and Cost Proposals, resolve compliance issues, and prepare a final report, recommending an Offeror for selection to the YHI Executive Director.

The Proposal Review Team is comprised of individuals with expertise in HIX programs, procurements, and information systems. YHI reserves the right to designate other appropriate experts to assist in the process or to alter the composition of the Proposal Review Team, as deemed necessary, to serve the best interests of the State of Idaho.

### 8.3. Evaluation of Proposals

YHI reserves the right to reject any or all of the proposals received or to cancel this RFP, in the best interest of YHI and/or the State of Idaho. YHI reserves the right to request clarifications or enter into discussions with an Offeror. YHI also reserves the right to waive minor irregularities in proposals, providing that such action is deemed to be in the best interest of YHI and/or the State of Idaho. Where YHI may waive minor irregularities such waiver shall in no way modify RFP requirements or excuse the Offeror from full compliance with RFP specifications and other contract requirements if the Offeror is awarded the contract.

All proposals submitted will become property of YHI and will be considered a matter of public record after Contract negotiations are complete.

#### 8.3.1. Phase One – Mandatory Requirements Evaluation

In this phase, each proposal will be assessed to determine if the proposal is sufficiently responsive. This process will verify that Offeror proposals were received by the specified date and time. Proposals received in a timely and appropriate manner will then be opened and reviewed. Each proposal will be evaluated to determine if it is complete and whether it responds to the mandatory terms and conditions in the RFP. A responsive proposal shall comply with all instructions listed in this RFP, specifically in *Section 2: RFP Schedule and Procurement Requirements, Section 6: Technical Proposal Requirements, and Section 7: Cost Proposal Requirements.* 

Each proposal that is incomplete will be declared non-responsive and may be rejected with no further evaluation. YHI will determine if an incomplete proposal is sufficiently responsive to continue to Phase Two.

#### 8.3.2. Phase Two - Technical Proposal Evaluation

Only those proposals that pass the requirements of Phase One will be considered in Phase Two. YHI reserves the right to waive minor variances or reject any or all proposals.

Proposal Category	Maximum Points Allotted
Executive Summary	Pass/Fail
Corporate Experience	150
Organization and Staffing	150
Approach to Scope of Work	150
Response to Functional and Technical Requirements	200
Privacy and Security Compliance	50
Assumptions, Qualifiers and Constraints	Pass/Fail
Total Technical Proposal	700
Cost of Design, Development and Implementation (DD&I)	100
Cost of Ongoing Maintenance & Operations (M&O)	200
Total Cost Proposal	300

#### Table 8-1: Point Distributions for Technical and Cost Proposals

The Proposal Review Team will review each Technical Proposal to determine if it sufficiently addresses all of the requirements of this RFP and that the Offeror has developed a specific approach to meeting each requirement. High-level descriptions of each domain criteria and what will be evaluated are described in this section. These descriptions provide Offerors guidance to prepare proposals, however they are not allinclusive of evaluation criteria or factors to be considered by the Proposal Review Team in assigning scoring for each area.

Any Technical Proposal that is incomplete or has significant inconsistencies or inaccuracies may be rejected.

#### 8.3.2.1 Executive Summary (Pass/Fail)

The Proposal Review Team will assess the Executive Summary to determine if it provides all information required in this RFP in *Section 6: Technical Proposal Requirements*. The Executive Summary should be five (5) pages or less in length.

#### 8.3.2.2 Corporate Experience (150 Points)

The Proposal Review Team will assess the Corporate Experience, including performance on similar contracts, resources, and qualifications of the Offeror to provide the services required by this RFP. Areas of the proposal that will be considered include Offeror experience in all activities described in this RFP. Client references and information received through other sources may also be reviewed.

#### 8.3.2.3 Organization and Staffing (150 Points)

The Proposal Review Team will assess this section of the Offeror's proposal to determine if the proposed organizational structure and staffing level are sufficient to accomplish the requirements of this RFP and that the proposed staff meets or exceeds YHI's desired qualifications. Resumes of key personnel will be evaluated. Client references will be required and evaluated. The Proposal Review Team will consider the experience of key staff with HIX implementations as required in this RFP.

#### 8.3.2.4 Approach to Scope of Work (150 Points)

The Proposal Review Team will evaluate the approach and process offered to provide services as required by this RFP. The Proposal Evaluation Team will assess both the approach to project management as well as scope of work.

#### 8.3.2.5 Response to Functional and Technical Requirements (200 Points)

Utilizing the appropriate Appendices for Functional and Technical Requirements, the Proposal Review Team will review the Offeror's responses to YHI's requirements and the extent to which its requirements can be met by the proposed solution. The Proposal Review Team will especially consider whether and how each Offeror's solution meets YHI's requirements with no modifications required or minimal configuration and emphasizing reuse.

#### 8.3.2.6 Privacy and Security Compliance (50 Points)

The Proposal Evaluation Team will evaluate the Offeror's approach to privacy and security. YHI emphasizes privacy and security to ensure that Idahoan's PHI and PII are adequately protected in the Exchange. The Proposal Review Team will score each Offeror's response with higher scores given to Offerors that specifically detail their approach to ensuring that proper privacy and security is maintained in accordance with YHI, State of Idaho and federal requirements.

#### 8.3.2.7 Assumptions, Qualifiers and Constraints (Pass/Fail)

The Proposal Review Team will assess Assumptions, Qualifiers and Constraints included as a part of the Offeror's proposal.

#### 8.3.3. Phase Three - Cost Proposal Evaluation

Any bid price determined by YHI to be unrealistically or unreasonably low may be considered unacceptable, as such a proposal has a high probability of not being accomplished for the cost proposed. The Offeror may be required to produce additional documentation to authenticate the proposal price.

A maximum of three hundred (300) points will be awarded to the responsive Cost Proposal with the lowest total price as stated as on *Pricing Schedule* (*Section 7: Cost Proposal Requirements*) and determined by the normalization formula below. A maximum of one hundred (100) points will be awarded for DD&I costs and two hundred (200) points will be awarded for M&O costs. Cost Proposal scores will then be normalized to one another, based on the lowest cost proposal evaluated. The normalization formula follows:

 $\underline{X}_{1} * 100 + \underline{X}_{2} * 200 = Z X_{1} = \text{Lowest DD&I Bid Price}$   $Y_{1} Y_{2} Y_{1} = \text{Offeror's DD&I Bid Price}$   $X_{2} = \text{Lowest M&O Bid Price}$   $Y_{2} = \text{Offeror's M&O Bid Price}$  Z = Total Assigned Points

#### 8.3.4. Phase Four - Selection

The Proposal Review Team will review and calculate the scores of each Offeror's Technical and Cost Proposal for each proposal that met the mandatory requirements and passed onto subsequent Phases. After the Proposal Review Team has completed the evaluation of the proposals, a summary report will be submitted to the YHI Executive Director. The Executive Director will review the work and recommendation of the Proposal Review Team before an award is made to a prospective Contractor. YHI will notify the apparent successful Offeror and all other Offerors in writing of the selection decision at the appropriate time.

# 8.4. Contract Approvals

YHI will require that the selected Offeror participate in contract negotiations regarding the terms and conditions of the contract. Upon resolution of the final negotiations, YHI will prepare a final contract. If for any reason YHI and the apparent successful Offeror are unable to reach agreement of the terms and conditions of a contract, YHI may then proceed to negotiate a contract with the Offeror with the next highest rated proposal. YHI may cancel negotiations entirely at any time at the exclusive direction of YHI.

The contract award is contingent upon both federal and State of Idaho reviews and approvals and is subject to federal funding. Every effort will be made by YHI, both before and after selection, to facilitate rapid approval. YHI will obtain all required State and federal approvals prior to the start of work by the successful Offeror.

# 9. CONTRACT TERMS AND CONDITIONS

# 9.1. General

The Contract awarded at the end of this process shall be governed by and construed in accordance with the laws of the State of Idaho. The Contract will include, in part, certain terms and conditions required by CMS, whether or not expressly set forth in the Contract provisions. All contractual provisions required by CMS and the ACA (including any changes) are hereby incorporated by reference. Anything to the contrary notwithstanding, all CMS and ACA mandated terms will be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contract will also be subject to any financial assistance agreement between YHI and CMS, and all laws, regulations, guidelines, and provisions of the financial assistance agreement will apply to the Contract and will be incorporated by reference as fully set forth herein.

# 9.2. Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the State of Idaho, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Idaho. The Contractor shall comply with applicable federal, state, and local laws and regulations.

### 9.2.1. Conformance with Federal and State Regulations

The Contractor will be required to conform to all federal and state laws, regulations, and policies as they exist or as amended, and will be required to indemnify YHI against any claims made against YHI arising from the Contractor's non-compliance.

Any provision of the contract which is in conflict with federal ACA statutes, regulations, or CMS policy guidance is hereby amended to conform to the provisions of those laws, regulations, and federal policy. Such amendment of the Contract will be effective on the effective date of the statutes or regulations necessitating it, and will be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

# 9.3. Term of Contract

This is a multi-year contract solicitation that has been deemed to be in the best interest of the citizens of the State of Idaho by YHI. The contract term shall begin upon execution of the Contract and shall continue through December 31, 2018.

The Contractor acknowledges that other unanticipated uncertainties may arise that may require an increase or decrease in the original scope of services from the Contractor awarded this contract. In the event that increase or decrease of services may be required, the Contractor agrees to enter into a supplemental agreement upon request by YHI for the additional work. The supplemental agreement may also include a respective increase or decrease in the compensation.

# 9.3.1 Stop Work Order

The Executive Director of YHI may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Executive Director shall either:

- A. Cancel the stop work order; or
- B. Terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of the Contract entered into pursuant to this RFP.

# 9.3.2 Cancellation or Expiration of the Order

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- A. The stop work order results in an increase in the time required for the performance of any part of this contract
- B. The Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Executive Director decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract

If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

### 9.3.3 Termination of Contract

The Contract may be terminated for the reasons below.

#### 9.3.3.1 Bankruptcy or Insolvency

YHI may terminate this Contract, in whole or in part, in the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights or creditors.

#### **9.3.3.2 Default**

YHI may terminate this Contract, in whole or part, whenever the YHI determines that the Contractor has failed to satisfactorily perform its contractual duties and responsibilities. The Contractor may be given the opportunity to cure the default at YHI's discretion.

#### 9.3.3.3 Convenience

YHI may terminate this Contract, in whole or part, whenever for any reason YHI deems such termination is in the best interest of YHI.

#### 9.3.3.4 Non-availability of Funds

The parties understand that the YHI is an independent body corporate and politic established by Idaho Code § 41-6101 *et seq.* According to Idaho law, YHI shall be financially self-supporting and shall not request any financial support from the State of Idaho and shall not have the power to tax or encumber assets of the State of Idaho. The obligations of YHI are not those of the State of Idaho. It is expressly understood and agreed that the obligation to proceed under this contract is conditioned upon YHI's receipt of federal funds. YHI may terminate this Contract pursuant to *Section: 9.3.3.3* if sufficient federal funds are not received as anticipated by YHI.

### 9.3.4 Force Majeure

If a Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of major epidemic, act of God, war, civil disturbance, court order or any other cause beyond its control, the Contractor shall make a good faith effort to perform such obligations through its then-existing facilities and personnel; and such non-performance shall not be grounds for termination for default.

Neither party to this Contract shall be responsible for delays or failures in performance resulting from acts beyond the control of such party.

Nothing in this section shall be construed to prevent YHI from terminating this contract for reasons other than default during the period of events set forth above, or for default if such default occurred prior to such event.

#### 9.4. Payment

YHI shall pay Contractor's invoices within 45 days of YHI's written acceptance of the deliverables associated with any such invoice. If YHI is unable to pay because of cash flow limitations arising from YHI's reliance on release of federal grant funds to pay Contractor, this period shall be extended.

The Contractor shall submit an original invoice and one copy for services performed to:

Amy Dowd Executive Director Your Health Idaho 714 West State Street Boise, Idaho 83702

### 9.4.1 Payment for Design, Development, Testing, Training, Conversion/ Migration, and Implementation

YHI will pay a firm fixed price upon its completion and YHI's written acceptance of each payment deliverable listed in *Price Sheet B in Section 7: Cost Proposal Requirements*. This list represents each and every payment deliverable for all activities described in *Section 4: Scope of Work*. Prices for each payment deliverable will be based on *Pricing Schedule B* in the Offeror's Cost Proposal as finalized in the Contract resulting from this procurement.

Ten percent (10%) of the price of each payment deliverable proposed on *Pricing Schedule B* in the Contractor's Cost Proposal as finalized in the Contract will be retained until completion and YHI's written acceptance of all implementation activities (requirements definition, design, development, testing, training, conversion/migration, and implementation) as stated in *Section 4: Scope of Work*. The YHI may, at its option, release the ten percent (10%) withhold of each deliverable if a payment deliverable is completed and approved prior to the schedule approved in the Contract or for any other reason it deems warranted.

### 9.4.2 Payments for Maintenance and Operations

YHI will authorize monthly payments of the solution's Maintenance and Operations services upon approved invoices submitted by the Contractor. Maintenance and Operations payments will be contingent upon provisions for SLAs as described *in Appendix N* of this RFP.

Monthly payments will include the following:

- Maintenance and Operations Services YHI shall pay the Contractor a base annual amount for maintenance and operations of the Solution and related systems. The Maintenance and Operations Price will include hosting, operations, maintenance, and related costs. These costs shall be invoiced on a monthly basis in equal monthly installments. The Maintenance and Operations Price shall be based on the monthly amount proposed in *Price Sheet C in Section 7: Cost Proposal Requirements* in the Contractor's Cost Proposal and finalized in the Contract resulting from this procurement.
- YHI will reimburse the Contractor for any pass-through expenses proposed in the Cost Proposal and approved in the Contract.

#### 9.4.3 **Payments for Modification Services**

Monthly Maintenance and Operations payments will include costs for modification services provided within the Modification Hours defined in this section and *Price Sheet C* in *Section 7: Cost Proposal* 

*Requirements*. In addition, YHI shall pay the Contractor for any additional modifications of the system that exceed the Modification Hours defined in *Price Sheet C* in *Section 7: Cost Proposal Response Requirements* to reflect additional customer-required changes as prioritized and approved by YHI. The hourly rate for these services shall be as proposed *Hourly Rate Sheet By Position and Calendar Year* in *Section 7.0: Cost Proposal Requirements* in the Contractor's Cost Proposal and finalized in the Contract resulting from this procurement.

### 9.4.4 Other Payments

No other payments will be made for deliverables or services provided under this contract without written amendment of the Contract. No separate payment will be made for Project Initiation or Turnover Services.

### 9.5 **Performance Standards and Associated Liquidated Damages**

#### 9.5.1 **Performance Damages**

YHI will pay a firm fixed price upon its completion and YHI's approval of each payment deliverable listed in *Payment Schedule in Section 7: Cost Proposal Requirements* to be based on *Price Sheet A* in the Contractor's Cost Proposal as finalized in the Contract resulting from this procurement. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the Contract (including dates for deliverables and milestones found in the Work Plan provided in the Technical Proposal as finalized in the Contract resulting from this procurement), the Contractor shall be liable for liquidated damages in the amount(s) of \$2,500 per calendar day. Any liquidated damage amounts due and payable by Contractor pursuant to any paragraph of this Contract shall be payable, not as a penalty, but as liquidated damages representing an estimate of damages likely to be sustained by YHI, estimated at the time of executing this Contract.

### 9.5.2 System Liquidated Damages

Each SLA presented in this RFP at *Appendix N* establishes the performance level expected by YHI in a particular area. KPIs are identified within each SLA and are to be measured and reported each month by the Contractor. The SLAs are:

- System Availability
- System Performance
- System Accuracy
- System Security
- Operational Problem Management
- User Support
- Staffing

**Performance Monitoring.** The KPIs used to define the service levels are an adjunct to the performance standards established in *Section 4: Scope of Work*. YHI has identified the KPIs to be key measurements of the Contractor's operational performance. Failure to achieve a KPI may, at the discretion of YHI, result in liquidated damages.

**Monthly Reporting.** The Contractor is expected to monitor performance against the YHI-specified KPIs in this document, and is to develop operations reports to demonstrate compliance with applicable KPIs. The Contractor is to submit a monthly Performance Report Card on all KPIs, regarding the prior month's performance, no later than the 10<sup>th</sup> of the month, with out-of-bounds metrics visually highlighted in the report. The Contractor may include additional information regarding SLA compliance in its report. The Contractor is to YHI upon request all reports or data used in the determination of SLA compliance and calculation of KPIs.

**Corrective Action.** When a KPI is not met, the Contractor is expected to provide YHI with a written detailed Corrective Action Report which describes: the missed KPI, a full description of the issue, the cause of the problem, risks related to the issue, the resolution, including any failed solution implemented prior to resolution, and the proposed corrective action going forward to avoid missing the KPI in the future. Upon receipt of the report, YHI may request a meeting to further discuss issues. The Contractor is to implement proposed corrective action only upon approval of YHI.

**Periodic Reviews.** Prior to commencement of Maintenance and Operations, YHI and Contractor will review all KPIs to determine if revisions are needed. After the Start of Operations, similar reviews will be held annually, upon the implementation of a change that impacts existing KPIs, or at the request of YHI.

Information regarding performance monitoring, monthly reporting, corrective action, and periodic reviews relative to SLAs and KPIs can be found in *Section 4: Scope of Work*.

YHI and the Contractor agree that failure by the Contractor to perform in accordance with established KPIs results in a loss to YHI. If the Contractor fails to meet the KPIs identified in the SLAs listed in thisRFP at *Section 4: Scope of Work* and *Appendix N*, YHI may withhold payment to the Contractor through the amounts retained as a percentage of the billed amount as described in *Section: 9.4.1* or YHI may deduct the specified amounts from the billed amount due to the Contractor for the total billed that month. Percentages or amounts are identified for each SLA in *Appendix N* to this RFP.

### 9.5.4 Actual Damages and Liquidated Damages

YHI reserves the right to assess actual or liquidated damages upon the Contractor's failure to provide timely services required pursuant to the Contract. The Contractor shall be given 15 days notice to respond before YHI makes the assessment. Any assessment will be offset against the subsequent monthly payment(s) to the Contractor. If liquidated damages are known to be insufficient, then YHI has the right to pursue actual damages. Assessment of any actual or liquidated damages does not waive any other remedies available to YHI pursuant to this Contract or state or federal law. Liquidated damages can be found in *Appendix N* of this RFP.

#### 9.5.5 Other Damages

If the Contractor's failure to perform satisfactorily requires YHI to contract with another person or entity to perform services required of the Contractor under the Contract, upon notice setting forth the services and liquidated damages, YHI may retain from Contractor payment(s) in an amount commensurate with the costs anticipated to be incurred, as described above. YHI shall account to the Contractor for costs incurred and return any excess amount to the Contractor. If the amount withheld is not sufficient, the Contractor shall immediately reimburse YHI the difference or YHI may offset from any payment(s) due

the Contractor. The Contractor will cooperate fully with the supplemental Contractor and provide any necessary assistance to implement the terms of its agreement for services with the supplemental contractor.

# 9.6 Cost or Pricing Data

The Contractor certifies that the prices submitted in response to this RFP have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

# 9.7 Subcontracting

#### 9.7.1 **Rights and Responsibilities**

To the fullest extent practicable, Contractor shall enter into contracts with businesses conducting business in Idaho and employing citizens of Idaho to staff and provide support and other services for the YHI.

The Contractor is solely responsible for the fulfillment of the contract terms with YHI. YHI will make payments only to the Contractor. The Contractor will include all proposed subcontractors in its response to this RFP.

The Contractor may negotiate and enter into contracts or agreements with subcontractors (with prior written consent of YHI) to the benefit of the Contractor and the State as long as the subcontractors meet all established criteria and provide the services in a manner consistent with the minimum standards specified. All such agreements shall be in writing and shall specify the activities and responsibilities delegated to the subcontractor. The contracts must also include provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate. YHI reserves the right to approve any subcontractor utilized by the Contractor. YHI reserves the right to inspect all subcontract agreements at any time during the contract period. Any subcontract may be subject to the YHI's prior review and approval. The Contractor's subcontractor shall submit to the Contractor evidence or other documentation from the State Tax Commission, State of Idaho, showing that all delinquent taxes, if any, levied or accrued under State law against the subcontractor/provider have been paid.

No subcontract or agreement that a Contractor enters into with respect to the performance under this contract shall in any way relieve a Contractor of any responsibility for any performance required of it by this contract. The Contractor shall provide YHI immediate notice in writing by registered or certified mail of any action or suit filed against it by any subcontractor or provider, and prompt notice of any claim made against any Contractor may result in litigation related in any way to the contract with the State of Idaho. The Contractor shall designate itself as the sole point of recovery for any subcontractor.

Any use of subcontractors by the Contractor will not obligate YHI as a party to the subcontract, nor create any right, claim, or interest for the subcontractor against YHI, its agents, employees, representatives, or successors.

#### 9.7.2 Anti-Assignment

The Contractor shall not sell, transfer, assign, or otherwise dispose of its benefits, duties, or obligations of this Contract (whether by operation law, reorganization, reverse triangular merger, or otherwise) without the express written consent of YHI.

# 9.8 Ownership Rights

#### 9.8.1 Ownership of Proposal

YHI shall have the right to use, monetize, license, seek patent protection for and otherwise exploit in any manner any and all ideas presented in any proposal unless an Offeror presents a statement of objection in its proposal. In no event will such objections be considered as valid with respect to the exploitation of such ideas; 1) that are not the proprietary information of the Offeror as evidenced by a filed United States patent application with a filing date that predates the date of the RFP and is so identified in its proposal; or 2) that were known to YHI before submission of such proposal; or 3) that properly became known to YHI thereafter through other sources or through acceptance of the Offeror's proposal.

#### 9.8.2 **Ownership of Documents**

Where activities supported by this Contract produce original writings, sound recordings, pictorial reproductions, drawings, or other tangible embodiments of creative ideas and works of any similar nature, YHI shall own all right, title and interest in and to such, including all intellectual property rights therein, and Contractor hereby assigns and agrees to assign to YHI any and all right and title in and to such that Contractor may have. Contractor may retain a limited, revocable, personal, nonsublicensable, royalty-free license under YHI's copyrights to use such materials solely for Contractor's internal business purposes, subject to Contractor's continuing obligation to preserve the confidentiality, if any, of such materials.

#### 9.8.3 Ownership of Information and Data

All data, electronic or otherwise, collected by the Contractor and all documents, notes, programs, databases (and all applications thereof), files, reports, studies, code, software, domain names, trademarks, source identifiers, trade secrets, works of authorship and/or other material authored, invented, conceived, reduced to practice, collected or prepared by the Contractor or its agents, employees, delegates or subcontractors in connection with this Contract, whether completed or in progress (collectively, the "Materials"), shall be the property of YHI, and Contractor hereby assigns and agrees to assign to YHI any and all right and title in and to such Materials that Contractor may possess. Accordingly, Contractor shall obtain from all persons engaged or employed by Contractor under the Contract to perform or create any Materials an assignment of intellectual property rights . YHI hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Contractor are prohibited from use of the above described information and/or materials without the express written approval of YHI.

### 9.9 Interpretations / Changes / Disputes

#### 9.9.1 Conflict of Language

In the event of a conflict in language among any of the components of the Contract, this RFP shall govern. YHI reserves the right to clarify any Contractual relationship in writing and such clarification will govern in case of conflict with the requirements of this RFP. Any ambiguity in this RFP shall be construed in favor of YHI.

The Contract represents the entire agreement between the Contractor and YHI and it supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof.

#### 9.9.2 Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

#### 9.9.3 Severability

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both YHI and the Contractor shall be relieved of all obligations arising under such provision; if the remainder of the Contract is capable of performance, it shall not be affected by such declaration or funding and shall be fully performed.

YHI may at any time, by written order delivered to the Contractor at least 15 days prior to the commencement date of such change, make administrative changes within the general scope of the contract. If such change(s) causes an increase or decrease in the cost of the performance of any part of the work under the contract, an adjustment commensurate with the change in the cost of performance under this contract will be made in the contract price or delivery schedule, or both. Any claim by the Contractor for adjustment under this clause must be asserted in writing to YHI within 15 days from the date of receipt by the Contractor of the notification of change. Failure of the parties to agree to any adjustment will be a dispute within the meaning of *Section: 9.9.4* herein. Nothing in this case, however, will in any manner excuse the Contractor from proceeding diligently with the contract as changed.

If the parties are unable to reach agreement within 15 days of receipt of the Contractor's cost estimate, YHI will make a determination of the revised price and the Contractor will proceed with the work according to a schedule approved by YHI subject to the determination of price pursuant to the *Section:* 9.9.4 herein. Nothing in this section will in any manner excuse the Contractor from proceeding diligently with the contract as changed.

#### 9.9.4 Disputes

If a dispute arises between the parties regarding their rights or obligations under this Agreement, the parties shall first attempt to settle the dispute by direct discussions. If the dispute is not settled by the parties by direct discussions, then the parties agree to endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, any unresolved dispute arising from or relating to this Agreement or a breach of this Agreement shall be resolved as provided by this Agreement and by law. The State and federal courts of Idaho have exclusive jurisdiction, and venue for litigation and all other proceedings shall be located in Ada County, Idaho.

### 9.9.5 Cost of Litigation

In the event that YHI deems it necessary to take legal action to enforce any provision of the Contract, the Contractor shall bear the cost of such litigation, as assessed by the court, in which YHI prevails. Neither the State of Idaho nor YHI shall bear any of the Contractor's attorney fees or other cost of litigation for any legal actions initiated by the Contractor against YHI regarding the provisions of the Contract. Legal action shall include administrative proceedings.

### 9.9.6 Attorney Fees

The Contractor agrees to pay reasonable attorney fees incurred by the State of Idaho and YHI in enforcing this agreement or otherwise reasonably related thereto.

# 9.10 Status of the Contractor

#### 9.10.1 Independent Contractor

Contractor's status under this Agreement shall be that of an independent contractor and not that of an employee of the YHI. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between the parties, an employer-employee relationship or any other relationship between the parties that could result in any liability of the YHI for any indebtedness, liabilities, or obligations of Contractor except as expressly provided in this Agreement.

(a) Supervision of Contractor. In accordance with Contractor's status as an independent contractor, YHI shall not have the right to control the means or methods by which Contractor performs the services, as set forth in this Agreement. Notwithstanding the foregoing, YHI shall have the right to control or direct Contractor as to the result to be accomplished under this Agreement and with respect to the services provided herein.

(b) As an independent contractor; 1) Contractor shall be solely responsible for all federal, state, and local payment, withholding, and filing requirements for payroll, income, self-employment, retirement, disability, or unemployment taxes, assessments, or regulations, and 2) Contractor shall be ineligible for any vacation, sick leave, pension, bonus, insurance, or other benefit now or in the future established by YHI for employees of YHI. All applicable tax payments and withholdings, if any, with respect to services rendered under this Agreement are the sole responsibility of Contractor, which responsibility Contractor agrees to carry out as required by applicable law. Contractor shall indemnify and hold YHI harmless from

any and all loss or liability arising from Contractor's failure to make any appropriate income tax payments, self employment tax payments or other payments required on behalf of Contractor.

### 9.10.2 Employment Practices

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, marital status, political affiliations, or disability. The Contractor must act affirmatively to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age, marital status, political affiliation, or disability. Such action shall include, but is not limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor shall comply with the non-discrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The Contractor shall also comply with the Civil Rights Act of 1964 and related State laws and regulations, if any.

If YHI finds that the Contractor is not in compliance with any of these requirements at any time during the term of this Contract, YHI reserves the right to terminate this Contract or take such other steps as it deems appropriate, in its sole discretion, considering the interests and welfare of the State.

### 9.10.3 Conflict of Interest

A bid shall not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor.

An Offeror shall include a certified statement in the proposal certifying that the bid was arrived at without any conflict of interest, as described above. Should a conflict of interest be detected at any time during the term of the Contract, the Contract shall be null and void and the Offeror shall assume all costs of this project until such time that a new Offeror is selected.

# 9.11 Risk Management

### 9.11.1 Indemnification

The Contractor agrees to indemnify, defend, save, and hold harmless YHI, the State of Idaho, their officers, agents, employees, representatives, assignees, and Contractors from any and all claims and losses accruing or resulting to any and all the Contractor employees, agents, subcontractors, laborers, and any other person, association, partnership, entity, or corporation furnishing or supplying work, services, materials, or supplies in connection with performance of this Contract, and from any and all claims and losses accruing or resulting to any such person, association, partnership, entity, or corporation by the contract, and from any and all claims and losses accruing or resulting to any such person, association, partnership, entity, or corporation who may be injured, damaged, or suffer any loss by the Contractor in the performance of the Contract.

The Contractor agrees to indemnify, defend, save, and hold harmless YHI, the State of Idaho, their officers, agents, employees, representatives, assignees, and Contractors against any and all liability, loss, damage, costs, or expenses that YHI may sustain, incur, or be required to pay: 1) by reason of any person suffering personal injury, death, or property loss or damage of any kind either while participating with, or receiving services from, the Contractor under this Contract, or while on premises owned, leased, or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise Contracted for or in the control of the Contractor or any officer, agent, or employee thereof; or 2) by reason of the Contractor or its employee, agent, or person within its scope of authority of this Contract causing injury to, or damage to the person or property of a person including, but not limited to, YHI or the Contractor, their employees or agents, during any time when the Contractor or any officer, agent, employee thereof has undertaken or is furnishing the services called for under this Contract.

The Contractor agrees to indemnify, defend, save, and hold harmless YHI, the State of Idaho, their officers, agents, employees, representatives, assignees, and Contractors against any and all liability, loss, damages, costs or expenses which YHI or the State may incur, sustain or be required to pay by reason of the Contractor, its employees, agents or assigns: 1) failing to honor copyright, patent or licensing rights to software, programs, or technology of any kind in providing services to YHI; or 2) breaching in any manner the confidentiality or privacy obligations required pursuant to federal and state law and regulations, including but not limited to HIPAA or ACA.

The Contractor agrees to indemnify, defend, save, and hold harmless YHI, the State of Idaho, their officers, agents, employees, representatives, assignees, and Contractors from all claims, demands, liabilities, and suits of any nature whatsoever arising out of the Contract because of any breach of the Contract by the Contractor, its agents or employees, including, but not limited to, any occurrence of omission or commission or negligence of the Contractor, its agents, or its employees.

If, in the reasonable judgment of YHI, a default by the Contractor is not so substantial as to require termination and reasonable efforts to induce the Contractor to cure the default are unsuccessful and the default is capable of being cured by YHI or by another resource without unduly interfering with the continued performance of the Contractor, YHI may provide or procure such services as are reasonably necessary to correct the default. In such event, the Contractor shall reimburse YHI for the cost of those services. YHI may deduct the cost of those services from the Contractor's monthly administrative invoices. The Contractor shall cooperate with YHI or those procured resources in allowing access to facilities, equipment, data, or any other Contractor resources to which access is required to correct the default. The Contractor shall remain liable for ensuring that all operational performance standards remain satisfied.

### 9.11.2 Insurance

Contractor shall provide the Insurance described in Appendix F.

# 9.11.3 Limitation of Liability

Nothing in the Contract will be interpreted as excluding or limiting any liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor, or for damages incurred in the negligent performance or omission of duties by the Contractor of products that are defenctive, or for breach of the Contract or any other duty by the Contractor.

# 9.12 Confidentiality of Information

The Contractor shall comply with all obligations of privacy or confidentiality that may arise from any State and federal privacy laws. No information, documents or other material provided to or prepared by the Contractor deemed confidential by YHI pursuant to State and federal privacy laws, shall be made available to any person or organization without the prior approval of YHI. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor shall rest with the Contractor.

# 9.13 Right of Inspection

YHI, CMS, the U.S. Department of Health and Human Services (DHHS), the General Accounting Office (GAO), the Comptroller General of the United States, the Office of the Inspector General (OIG), and the Medicaid Fraud Control Unit of the Department of the Attorney General or their authorized representatives shall, during normal business hours, have the right to enter into the premises of an Offeror and/or all subcontractors and providers, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the work being performed. The Offeror must provide access and assistance as required by YHI, and refusal by the Offeror to allow access to all such documents, papers, letters, electronic files, or any and all other materials will constitute a breach of any resulting contract. All inspections and evaluations shall be performed in such a manner as to not unduly delay the Contractor's work.

### 9.14 Contractor Compliance Issues

The Contractor agrees that all work performed as part of this Contract will comply fully with administrative and other requirements established by federal and state laws, regulations, and guidelines, and assumes responsibility for full compliance with all such laws, regulations, and guidelines, and agrees to fully reimburse YHI for any loss of funds, resources, overpayments, duplicate payments, or incorrect payments resulting from noncompliance by the Contractor, its staff, or agents, as revealed in any audit.

### 9.14.1 Federal, State, and Local Taxes

Unless otherwise provided herein, the Contract price shall include all applicable federal, state, and local taxes.

The Contractor shall pay all taxes lawfully imposed upon it with respect to this Contract or any product delivered in accordance herewith. YHI makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the Contractor.

### 9.14.2 License Requirements

YHI does not tolerate the possession or use of unlicensed copies of proprietary software. Contractor warrants that it has or shall obtain any license/permits that are required prior to and during the performance of work under this Contract. The Contractor shall be responsible for any penalties or fines imposed as a result of unlicensed or otherwise defectively titled software or other third-party intellectual property.

The Contractor, without exception, shall indemnify, defend and hold harmless YHI and its agents, officers, attorneys, directors, and employees from liability of any nature or kind, including cost and expenses for or on account of any claim or allegation that any of the Materials infringe the intellectual property rights of any third party. YHI will provide prompt written notification of any such.

Further, if such a claim is made or is pending, the Contractor shall procure for YHI the right to continue use of, replace, or modify the implicated Material(s) to render it (them) non-infringing while retaining satisfactory functionality, as determined by YHI. If none of the alternatives are reasonably available, the Contractor agrees to take back the Material(s) and refund the total amount YHI has paid the Contractor under this Contract for preparation or use of such Material(s).

If the Contractor purports or proposes to use any third-party intellectual property in the performance of its duties under the Contract, it is mutually agreed and understood without exception that the proposed prices for Contract performance shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. This shall be without prejudice to YHI's right to full intellectual property indemnification hereunder.

# 9.14.3 Records Retention Requirements

The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contract, and complaints, for the purpose of audit and evaluation by YHI and other federal or State personnel. All records, including training records, pertaining to the Contract must be readily retrievable within three (3) workdays for review at the request of YHI and its authorized representatives. All records shall be maintained and available for review by authorized federal and State personnel during the entire term of the Contract and for a period of five (5) years thereafter, unless an audit is in progress or there is pending litigation. When an auditor pending litigation has not been completed at the end of the five (5) year period, records shall be retained until all issues are finally resolved.

### 9.14.4 HIPAA Compliance

The Contractor must ensure that all of its work complies with the HIPAA Privacy and Security Rules.

### 9.14.5 Bribes, Gratuities, and Kickbacks Prohibited

The receipt or solicitation of bribes, gratuities, and kickbacks is strictly prohibited.

No elected or appointed officer or other employee of the federal government, the State of Idaho or YHI shall benefit financially or materially from this Contract. No individual employed by YHI or the State of Idaho shall be permitted any share or part of this Contract or any benefit that might arise therefrom.

### 9.14.6 Small and Minority Businesses

YHI encourages the employment of small business and minority business enterprises. Therefore, the Contractor shall report, separately, the involvement in this Contract of small businesses and businesses owned by minorities and women. Such information shall be reported on an invoice annually on the Contract anniversary and shall specify the actual dollars Contracted to-date with such businesses, actual

dollars expended to date with such businesses, and the total dollars planned to be contracted for with such businesses on this Contract.

#### 9.14.7 Suspension and Debarment

The Contractor certifies that it is not suspended or debarred under federal law and regulations or any other State's laws and regulations.

### 9.15 Project Work Schedule

During the project initiation, Contractor and YHI will develop a mutually agreed upon work schedule including the division of responsibility between YHI's staff and Contractor's staff. It is understood by the parties that the project work schedule must be in place prior to any work being performed. Once this mutually agreed upon work schedule, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of the contract. The dates in the work schedule will define the agreed upon period of performance. The parties acknowledge that the work schedule will evolve and change from time to time upon the mutual written agreement of both parties. The parties agree that the deliverables and schedule set forth in the latest version of the work schedule will take precedence over any prior plans.

# 9.16 Warranty

Contractor represents and warrants that all work performed hereunder, including but not limited to Exchange technology solution services, consulting, conversion, training, and technical support shall be performed by competent personnel, shall be of professional quality consistent with generally accepted industry standards for the performance of such services, and shall comply in all respects with the requirements of this RFP. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from the performance of service, perform the services again at no cost to YHI, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse YHI the fees paid to the Contractor for the unsatisfactory services.

### 9.16.1 Warranty of Fiscal Integrity

The Contractor warrants that it is of sufficient financial solvency to assure YHI of its ability to perform the requirements of the contract. The Contractor shall provide sufficient financial data and information to prove it financial solvency pursuant to *Section 6: Technical Proposal Requirements*.

### 9.16.2 Warranty of Solution

The Contractor shall provide a warranty on the implemented solution. The warranty shall encompass correction of defective software, functionality, and procedures that were considered to be within the scope of this procurement at no additional cost to YHI. The warranty period will begin upon YHI's Final Acceptance of the implemented solution for a period of three (3) years.

# 9.17 Federal Clauses

The *Required Federal Clauses* for Expenditure of Federal Grant Funds is attached as *Appendix C* are incorporated by reference into this Agreement. To the extent the terms in the body of this Agreement directly conflict with any provision of the Federal Contract Clauses, the body of this Agreement shall govern.