
IDAHO HEALTH INSURANCE EXCHANGE REQUEST FOR PROPOSALS

PROGRAM MANAGEMENT OFFICE (PMO) SERVICES FOR IDAHO HEALTH INSURANCE EXCHANGE (IHIE) ESTABLISHMENT

ISSUE DATE: December 2, 2013

PROPOSAL DUE DATE and TIME: December 13, 2013 3:00 PM MST

LOCATION OF BID OPENING: IDAHO HEALTH INSURANCE EXCHANGE
714 West State Street
Boise, Idaho 83702

**FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED
WITH THE RFP:**

Contact:

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

RFP Response Checklist

RFP Response Checklist: These items **MUST** be included in your response to this RFP:

- _____ 1) One clearly marked original response and 2 identical hard copies and 1 electronic copy of the complete proposal. Please **DO NOT** include a copy of the RFP.

- _____ 2) Proposal Transmittal Letter

Including the required vendor information:
 - 1. Company Name
 - 2. Total Bid amount
 - 3. Name and title of person who would sign the contract
 - 4. Name and title of the company contact person (if different)
 - 5. Contact person: direct telephone number, fax number & email address

- _____ 3) Experience and Qualifications

- _____ 4) Business History, References and Previous Work

- _____ 5) Proposed Subcontractor Information

- _____ 6) Cost Proposal

- _____ 7) Acknowledgement and Commitment to Contract Time Period

- _____ 8) Scope of Work

- _____ 9) Impact analysis and plan for integration with Medicaid and Exchange

- _____ 10) Health Insurance Track I implementation Plan and Track 2 Migration Plan

- _____ 11) Program Integration Coordination with Plan Management and Consumer Assistance

- _____ 12) Contract Budget, Timelines, and Cost Allocation Plan

- _____ 13) Acknowledgement of all items in Appendix A and Appendix D

SECTION 1: INTRODUCTION

PURPOSE OF REQUEST FOR PROPOSAL

The Idaho Health Insurance Exchange (IHIE) dba Your Health Idaho (YHI) is seeking proposals for Professional Services to provide PMO support necessary for Health Insurance Exchange establishment. This RFP process is intended to solicit binding proposals from the pre-qualified candidates who have demonstrated an interest in the Project and have been deemed qualified to perform the work.

General Terms

IHIE 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.

The issuance of this RFP does not constitute an assurance by the Exchange that any contract will actually be entered into by Exchange and Exchange expressly 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 respondent who fails to provide information or data requested herein or who provides inaccurate or misleading information or data;
- Disqualify any respondent on the basis of any real or apparent conflict of interest;
- Disqualify any respondent on the basis of past performance on other projects.
- Prior to the response time, IHIE may meet with and consult with some or all of the potential respondents to this request.
- IHIE may negotiate with any respondent to this RFP and shall have the sole discretion to choose the best combination of qualifications and price for the Project and Services.
- IHIE shall have the sole discretion to select one, none or several different vendors to provide the Services, or portions thereof, as described in this RFP.
- By responding to this request, each respondent agrees that any finding by IHIE regarding any fact in dispute as to this proposal or the responses thereto shall be final and conclusive except as provided herein.

BACKGROUND

Signed into law by President Obama on March 23, 2010, the Patient Protection and Affordable Care Act of 2010 (ACA) requires States to begin operating a Health Insurance Exchange by January 1, 2014 or to allow the federal government to operate an Exchange on their behalf. In legislation adopted April 2013, the State of Idaho established its own Exchange, the Idaho Health Insurance Exchange (IHIE). The IHIE will provide Idaho residents and small businesses with the opportunity to compare health plans based on rates, benefits, and quality and to enroll in the product that best suit their needs. It also will be the entity that evaluates eligibility for Medicaid, advance premium tax credits and other affordability programs designed to make coverage more affordable for individuals below 400 percent of the federal poverty level (FPL).

Idaho received a no cost extension to the awarded Federal grant for the period November 29, 2012 through November 28, 2013, to begin establishment activities for a health insurance Exchange. A second extension of this Establishment Grant was approved until November 30, 2014.

The IHIE was established under the passed House Bill 248 during the 2013 Legislative session. In order for IHIE to meet the October 1, 2013 open enrollment deadline, the decision was made to utilize already established technical platforms offered by the Federal Health Insurance Exchange for 2013 open enrollment (Phase 1). In conjunction with Phase 1 activities, the IHIE will be planning migration and conversion activities needed for a functional state base exchange (Phase 2) for 2014 open enrollment.

A critical element of making Idaho's Exchange operational is procuring the appropriate personnel to create a Program Management Office (PMO) that uses industry best-practices, introduces and complies with proven methodologies for project and requirements management and promotes integration and continuous improvement through proper governance and reporting.

SECTION 2: RFP GUIDELINES

A. ADMINISTRATION OF THE RFP

This RFP is issued by the Idaho Health Insurance Exchange. All letters of intent should be submitted in writing to the Executive Director:

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

B. PROCUREMENT TIMETABLE

The proposed timetable is as follows:

Request for proposal issued: **December 2, 2013**

Closing date for receipt of proposals: **December 13; 3:00 PM MST**

Target Award date: **December 30, 2013**

C. COMMUNICATIONS

From the issue date of this RFP until a Contractor is selected and announced, vendors may communicate only with the Executive Director for questions, information and clarification. RFP questions or requests for clarification must be submitted in writing no later **December 9; 4:00 PM MST**. Questions and requests for clarification must be sent to Amy Dowd in writing and sent to RFP@YourHealthIdaho.org. No questions will be answered orally. All questions and the corresponding answers will be made available to all proposers.

D. PROPOSALS

1. General Guidelines

- Costs for the development of proposals are the sole responsibility of the vendors. All proposals

become the property of the Idaho Health Insurance Exchange.

- Vendors must include a statement in the proposal certifying that the price was arrived at without any conflict of interest.
- Vendors must acknowledge and agree to all requirements listed in Appendix A and Appendix D for contracting for services with the Idaho Health Insurance Exchange.
- Proposals **MUST BE IN WRITING OR WRITTEN**. This is required.
- The vendor shall provide one original signed copy that is marked **ORIGINAL**.
- The vendor shall provide one electronic copy. The electronic copy should consist of a single PDF file on a flash drive or other similar portable media.
- Two (2) additional printed copies of the proposal must be submitted with the **ORIGINAL** in a sealed package marked "IDAHO HEALTH INSURANCE EXCHANGE ESTABLISHMENT PROPOSAL".
- Proposals and attachments shall be mailed or delivered by the due date of **December 13, 2013; 3:00 PM MST** and must include on the outside of the package the following:

NOTE: Please provide one copy of the two additional copies loose-leaf bound.

Package must be addressed exactly as stated below.

ATTENTION: BID ENCLOSED – CONFIDENTIAL DO NOT OPEN

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

2. Proposal Format

Proposals should be prepared simply and economically, providing straightforward, concise descriptions of how the vendor proposes to meet the requirements of the RFP. There is no page limit, but vendors should use reasonable judgment in this regard.

3. Transmittal Letter

To be considered, the proposal must be accompanied by a transmittal letter on company letterhead, signed in ink by an official of the bidding organization authorized to bind the vendor 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 must also be accompanied by a "Vendor Information Sheet" containing the following:

VENDOR INFORMATION SHEET

1. Name of the company or individual
2. Mailing address
3. Street address (for FEDEX or other mail service)
4. Company Federal ID Number (or if an individual, social security number)
5. Total Bid amount
6. Name and title of person who would sign the contract
7. Name and title of the company contact person (if different)
8. Contact person: direct telephone number, fax number & email address

4. Experience and Qualifications

IHIE is seeking consultants who have certain experience and qualifications. Vendors should confirm and describe the following:

- Knowledge of industry best practices in project management or quality management services;
- Five years major project (+\$30-50M) implementation oversight experience;
- Five years of experience with project management or quality management tools routinely available to government agencies;
- Knowledge of health insurance exchanges and ACA technology architecture, including the relationship between HHS and related state health services programs;
- Five years of experience in Agile Project Management, system development, and ongoing operations, including but not limited to planning Joint Application Design (JAD) sessions, preparing JAD materials, training JAD participants, conducting JAD sessions, and documenting JAD sessions;
- A high level of familiarity with the Patient Protection and Affordable Care Act (“PPACA”);
- A high level of familiarity with health insurance exchanges and experience with planning, designing, and/or implementing a health insurance exchange;
- Ability to function as a liaison between IHIE management staff; Federal and State agencies’ representatives; state Medicaid leadership; and other health insurance exchange partners and vendors;
- Experience with state Medicaid Programs adequate to effectively evaluate and rapidly create possible solutions, recommendations, risks, and opportunities;
- Demonstrated experience with other states and knowledge of ACA requirements needed to comply with October 1, 2013 Open Enrollment.
- Direct experience **implementing** a health insurance exchange
- Specific experience working between a state Medicaid Agency and a state’s Exchange functionality
- Experience with Idaho’s political and operational preferences and environment;
- Five years of experience and expertise in quality management and assurance of large scale system development/ replacement projects for governmental entities.

Please provide:

1. Resumes for all persons proposed to work on this project, including vendor’s company profile and number of years in business should be attached in an appendix.
2. The existing staff, equipment, and facilities currently available to perform the services or that will be made available at the time of contracting.
3. Offeror’s principal place of business, and if different, the place of performance of the proposed contract.
4. Age of the Offeror’s business and average number of employees in the past year.
5. References and Previous Work

The Vendor must provide at least three (3) references and recommendations from other clients. Required information includes customer contact name, address, telephone number, email address, and length of time the account has been a reference. Also list any contracts similar in scope, size, or discipline to the required services in this request. Reference Forms are included in Appendix C. The

Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.

The reference information available will be used as follows:

1. As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP.
2. To confirm the capabilities and quality as a Vendor, product, or individual for the proposal prior to finalizing the award.

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number and names of certified employees to perform said work. Forms for providing subcontractor information and references are included in Appendix C.

8. Proposed Budget

Cost proposals should be included in this Request for Proposals and should include estimates for each element of service requested along with a total. The proposed budget should respond to the requirements set out in the Scope of Work and itemized for each deliverable. It should not be assumed that the full amount of IHIE's Exchange Establishment Grant received from the U.S. Department of Health and Human Services would be available for this project. Due to the variable nature of the services required, vendors must include hourly rates for each staff class.

9. Contract Time Period

A professional services contract will be executed with the winning vendor. It is estimated that the contract for this project will begin February 1, 2014 and end December 31, 2014. The proposal should confirm this time period and ensure commitment to begin performing services immediately following the finalized contract. The proposal should also confirm that work will be completed and all deliverables submitted to IHIE by the end of the contract period. A no cost end date may be extended if both parties are in agreement.

The contract may be renewed at the discretion of IHIE upon written notice to the contractor at least 30 days prior to the contract anniversary date for a period of one year under the same prices, terms, and conditions as in the original contract.

10. Discussions

Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible to being selected for award. The discussions shall be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.

11. Evaluation Criteria

The evaluation team will determine which proposals satisfy the requirements of this RFP by considering the following technical criteria on a descending order of importance basis, as follows:

- 50% 1) Qualifications and experience of proposed staff with similar projects and their experience as it relates to the requirements defined in Section
- 20% 2) Qualifications and experience managing projects with similar scope;

- 20% 3) The value of the proposal in terms of the fee quoted by the Offer in relation to the work to be performed, i.e. cost;
- 5% 4) Corporate capability and Past performance of the Offeror; and
- 5% 5) Financial stability of the Offeror

12. Award

Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the IHIE taking into consideration price and the evaluation factors set forth in this Request for Proposals.

The selected Contractor will work directly with the Executive Director in performing the tasks for this project. Specific project oversight and direction will be provided by the Executive Director, Amy Dowd.

The successful vendor for this project may also bid on any future RFPs for implementation and/or operation of an Exchange.

13. General Terms of Ownership

IHIE shall own and retain unlimited rights to use, disclose, or duplicate all information and data developed, derived, documented, stored, or furnished by the Contractor under the contract. Any models or materials used that are proprietary, trade secret, or confidential information and developed with funds other than private funds under this contract may remain as proprietary or confidential. The vendor must identify and explain any portions of their proposals as confidential prior to submission.

14. Confidentiality of Information

The Contractor, its officers, agents and employees, and subs, shall treat all information, which is obtained by it through its performance under a Contract, as confidential information to the extent required by the laws of the State of Idaho and the United States. Individual identifiable information shall not be disclosed without prior written approval of the Executive Director. The use of information obtained by the Contractor in the performance of its duties under this agreement shall be limited to purposes directly related to the requirements of the contract, unless expanded by agreement between the contractor and the Executive Director.

15. Proprietary Information

IHIE assumes no liability for disclosure of proprietary material submitted by respondents. Proposal submittals may be considered public documents under applicable state law except to the extent portions of the submittals are otherwise protected under applicable law. Any specific items of information that is a trade secret and which is included in a response to this RFP shall be segregated by respondent from the other portions of the RFP response and labeled as such. Respondent shall not label an entire document as a "trade secret," merely because a portion of that document is or may be a trade secret. If any trade secret information becomes the subject of a public records or other such request for production, the IHIE will notify the respondent and, upon the execution of an agreement to defend and indemnify the IHIE, will allow the respondent to address the public records or other request on behalf of the IHIE in the appropriate forum.

SECTION 3: SCOPE OF WORK

A. IHIE seeks PMO support to provide a series of deliverables that encompass all project lifecycle phases, specifically focused on project management and technical management throughout all performance periods through the implementation of the Health Insurance Exchange (HIX) solution.

The Offerors' resources will support the following requirements and goals:

(i) Goals:

General Goals include:

- Provide general project management support and quality assurance support to deliver responsive and reliable operations.
- Maintain compliance with all federal reporting requirements.
- Builds and maintains information access, integration and reporting capabilities.
- Promote integrity in the delivery of project management artifacts and project documentation.
- Provide application-specific and operation-specific project management consulting and planning activities.
- Provide improved project management oversight and quality assurance across the scope of state agencies, local jurisdictions, and federal ACA partners.

Specific ACA Goals include:

- Provide program management support for the implementation of an information technology system (HIX) solution for YHI's State Based Marketplace (SBM). This includes, but is not limited to: the implementation of enrollment and eligibility functionality; SHOP marketplace; individual marketplace; coordination with federal data HUB services; and connections with insurance carriers and state agencies such as the Department of Insurance (DOI) and the Department of Health and Welfare (DHW);
- Assess, develop, and identify resources; overseeing all phases of the project, including but not limited to planning, requirements, design, development, implementation, and disposition;
- Develop and execute an interagency and vendor timeline for the project to ensure that all steps are completed on time and within budget;
- Integrate and manage YHI, DHW, DOI, and YHI Board activities throughout the project lifecycle to ensure successful implementation of the HIX solution.
- Oversee the data migration effort needed to transfer data from the Federal Facilitated Exchange (FFE) into the selected HIX solution.

(ii) Duties of PMO Personnel include but not limited to:

- Program Management Support
- Focus on cross functional Business Process Development, Optimization, and Documentation
- Requirements Management Documentation, Traceability, Tools, and Approvals
- Development of a User Acceptance Test (UAT) validation strategy to define and support the validation efforts
- Drive progress, assume accountability, promote success, and ensure consistent decision-making across the project
- Identify and use industry best practices
- Communicate with top level management as well as all levels of stakeholders within various State and Federal agencies
- Briefings and reports to State and Federal agencies
- Management of and successful completion of gate reviews with HHS' CMS and Center for Consumer Information and Insurance Oversight (CCIIO) milestones.
- Management of all project phases
- Establish and document standard governance processes
- Promote integration and appropriate alignment of resources

The Offerors' resources will work closely with YHI Board of Directors, YHI, DHW, DOI, and Carriers staff at the local and enterprise level. The resulting deliverables will identify any commonalities and any unique requirements between healthcare and business processes as listed below:

- Identify alternative business processes
- Conduct an analysis of those alternatives
- Share other states' HIX best practices.
- Recommend and document an optimal approach to success (business and infrastructure)
- User Acceptance Documentation, Testing, and Approval

B. YHI project PMO Tasks

The Offerors' resources will provide day-to-day support to YHI. The Offerors' resources will engage with other State agencies leadership and Offerors' resources in implementing YHI.

In performance of the specific tasks below, the Offerors' resources will provide the following services:

- Project Management
- User Acceptance Testing
- Knowledge Management
- Requirement Management
- Strategy and Governance
- Process Development, Documentation, Optimization, and Training
- Communication and Reporting
- Vendor Management to include oversight of multiple vendors throughout the project phases

Within the HIX project and other agency staff/leadership, the Offerors' resources will be responsible primarily for implementing YHI, but there will be other individual projects, stakeholders and vendors that the Offerors' resources will manage. For example, the Offerors' resources will be responsible for creating and conducting briefings both with the State as well as other States and respective State and Federal agencies. For consistency, the Offerors' resources should be prepared to provide consistent support for a given capability or set of capabilities.

(i) Operational Requirements:

The Offerors' resources will provide each of the following:

- Adhere to the Project Management Book of Knowledge (PMBOK[®]) standards.
- Provide written documentation of the deliverable sign-off procedures. The Offerors' resources will produce a sign-off template. Both the procedure and template must be approved by the YHI. Deliverable sign-off procedures and template(s) are due within five (5) days of the Notice to Proceed.
- Maintain a complete electronic project document library and implement an appropriate project solution to allow monitoring, traceability, version control and edit/review functionality. YHI will have complete access to this library and tools at all times. At a minimum, the library will contain copies of the RFP, the Offerors' resources proposal, contract, and all final deliverables and all project related documents. This complete library will be delivered to YHI's designated share drive upon conclusion of the contract.
- Utilize an enterprise level management tool, which includes, at a minimum, a project portal, a collaboration site, a document repository, issue log and a risk management tool, to clearly record project management information, issues, risks, action items, project scope changes, deliverable review information, and other relevant project data.

The Offerors' resources will clearly capture, as applicable, hours expended and other pertinent data.

- Where applicable, effectively organize and manage the individuals proposed on the project. This involves utilization and integration of both Offerors' resources and YHI staff. The Offerors' resources will be responsible for developing work plans, statements of work, project management plans, charters, and task lists that clearly delineate YHI responsibilities and the Offerors' resources responsibilities and timelines. Such items as staff training and knowledge transfer must be addressed periodically throughout the contract period.

Following is a list that includes, but is not limited to, individual PMO tasks that the Offerors' resources will perform:

Project Management Tasks

Following is a list of individual Project Management tasks:

1. Provide Project Management Support

The Offerors' resources will provide overall Project Management to each sub-project in support of YHI. Project Management will follow the principles of PMBOK that assure that all activities and risks are identified, documented, and managed so that each requirements project will be continuously evaluated and monitored for timeliness and quality. As part of Project Management, the Offerors' resources will prepare a Project Plan that will include at least the following:

- The Project Management Approach, including such elements as how it will be facilitated, the level of detail necessary, how the functional area will be developed, how the development of architecture will be incorporated into the project, and whether there will be a need to develop any User Interface requirements, visual modeling or mock-ups, as well as whether a focus group is required;
- The Project Timeline, incorporating the major milestones and deliverables, including also the architecture deliverables that will be produced by the other Offerors' resources(s) and other vendors;
- A Resource Plan, including a Sustainability Staffing Model
- A Vendor Management Plan
- A Risk Management Plan, including risk identification and risk mitigation strategies; and
- A Quality Assurance Plan, including how the Quality Guidelines will be used at each milestone/gate review.

The Offerors' resources will provide regular reports to YHI on the status of all requirements projects.

The Offerors' resources will apply proven Project Management techniques and provide skilled Project Management personnel in performance of PMBOK.

2. Knowledge Management Support

Another important function of the Offerors' resources will be to manage the tasks, schedule and cost to the ones defined in the first Level One and second Level One awarded Establishment Grants.

3. Develop and Document Requirements and other required artifacts

The Offerors' resources will develop accurate and complete requirements sets, following YHI - approved project management approach, plan and timeline developed. The Offerors' resources will provide the facilitation, research, analysis and documentation necessary to deliver the requirements set. In the performance of this task the Offerors' resources will collaborate with all necessary project contractor resources, especially with other project resources, who will provide a major portion of the deliverables for the requirements set. Other collaboration will include the other State of Idaho agencies (including but not limited to DHW, DOI), other States as well as Federal agencies (e.g. CCIIO, CMS). The Offerors' resources will be responsible for documenting the complete requirements set following YHI guidelines. This documentation will include the Business Requirements Document- BRD, and the Functional Requirements Document - FRD which will reference all the other documents in the requirements set.

The Offerors' resources will document and manage all requirements of the project's BRD and FRD, following YHI procedures and guidelines.

The Offerors' resources will perform quality assurance (QA) review of the requirements set, following the YHI - approved QA Guidelines and Criteria. The Offerors' resources will coordinate a review of the requirements sets among major stakeholders, such as the YHI, DHW, DOI, and other review bodies, adjudicate comments, and prepare the final package to be submitted for Cost and Schedule.

If the YHI approved Project Management Approach for a particular project includes the need to issue a Request for Information (RFI) and/or a Request for Proposal (RFP), then the Offerors' resources will analyze the needed information and draft RFI and/or RFP documents for YHI approval. The Offerors' resources will assist YHI in the analysis of information obtained from the RFI and/or RFP process.

The Offerors' resources will also develop a plan for "transitioning" tasks that still need to be completed in parallel to the HIX acquisition previously released in a separate RFP. These tasks include supporting policies and business process changes. The plan will include identifying offices or individuals who will be responsible for completing the tasks. These tasks will include elements identified during this transition phase as critical to achieving the desired outcomes.

The Offerors' resources will use industry best practices in writing requirements and follow YHI guidelines in the elicitation, development and documentation of requirements in the performance of this task.

Requirement Management Tasks

Following is a list of individual Requirement Management tasks:

1. Manage HIX Functional Requirements

One of the primary functions of the project is to lead the functional community in the development of a comprehensive set of requirements for HIX solution that clearly describe the functional need or problem. This requirement may include the identification of new business processes, new policies, migration from the Federal, and desired user interfaces with the IT solution.

YHI desires to develop complete and accurate requirements sets, which can be understood by the functional community and the technical community. These requirements sets should meet the YHI's costing and testing guidelines. They may identify alternative solutions that clearly describe the business impacts and benefits of each alternative. If alternatives are presented, they must be accompanied by clear information so YHI and YHI Board members can understand and decide among the alternatives.

The requirements sets will also include appropriate architectural documents. These architectural documents will be developed by other Offerors' resources and are NOT a deliverable under this Scope of Work. However, performance of this task will require the Offerors' resources to collaborate with the other Offerors' resources and YHI staff to develop complete requirements sets. The Offerors' resources will collaborate with these other Offerors' resources throughout this task starting with the development of the Project Plan.

YHI expects these requirements sets will be developed in an efficient and timely manner using industry best practices, while following State as well as Federal (CCIIO and CMS) guidelines.

The goal of this task is to:

- Scope, plan and efficiently manage all project requirements;
- Develop complete, accurate and well documented requirements packages following State of Idaho and Federal (CCIIO and CMS) guidelines, meeting quality criteria;
- Develop and maintain a requirements collection and implementation process with a traceability matrix;
- Provide expert facilitation of workgroups;
- Develop briefing materials that facilitate decision making;
- Collaborate with other Offerors' resources as necessary to successfully complete this task;
- Work closely with YHI and solution vendor to determine required stakeholder workgroups and expertise to include helping facilitate workgroup meetings, capture minutes and action items and track through resolution.

2. Manage Scope for each Release during Development

For each Release in the Development phase, the Offerors' resources will manage and document the scope of each Release. The scope will include the identification of the functional area / capability. The Offerors' resources will assist YHI, as required, in obtaining approval of project Releases. The Offerors' resources will have excellent writing skills in the performance of this task.

3. Perform Gap Analyses and Document Findings with Recommendations

The Offerors' resources will perform initial and ongoing Capability Gap Analyses as required and document the analysis and findings, including recommendations for realignment of requirements for HIX solution and/or YHI processes and procedures. The Offerors' resources will identify the mission tasks, conditions and standards that are applicable to YHI; assess how well current and programmed capabilities support assigned missions; and identify possible solutions to shortcomings in mission performance. Based on the analysis, the Offerors' resources will make recommendations for realignment or restructure of functional areas/capabilities, where needed. The documentation and recommendations will often be in the form of Memorandums, White Papers or Briefings for decision.

The Offerors' resources will be proficient in capability analysis in the performance of this task. The Offerors' resources will also have working knowledge of YHI's mission and excellent written and oral communication skills.

4. Manage Functional Requirements and Perform Change Requests Management

YHI will be constantly improving the management and analysis of functional requirements. Change Requests may be a request for a proposed requirement change, a request for a new feature or function in HIX, a request for an entirely new functional area / capability, a new policy, or it may be just a problem that needs to be analyzed. The result of the analysis will determine what course of action to take. YHI desires to make this process as efficient, effective, and transparent as possible.

The Offerors' resources will:

- Design and oversee scope and requirement change management process across all vendors
- Define change control review and approvals process
- Manage all submissions in an effective and transparent manner;
- Perform analysis necessary to understand the problem and offer solutions, including prioritizing recommendations; and
- Report on the status of all change requests

5. Facilitate Workgroups

The Offerors' resources will provide expert facilitation of requirements gathering workgroups or other workgroups, as required.

The Offerors' resources will use best facilitation practices, in either YHI or other provided space, as required, including the efficient use of the time of the participants.

The Offerors' resources will document all facilitated sessions and record and Phase action items. Minutes of these sessions will be provided within 2 days after completion of the workgroup.

Strategy and Governance Tasks

Following is a list of individual Strategy and Governance tasks:

1. Develop and Maintain Policies and Guidance for Exchange Requirements Development and Management

Based on approved HIX Requirements Development and Management Processes and Procedures, the Offerors' resources will recommend necessary policies and guidance. The Offerors' resources will draft the policies and guidance and will assist YHI with obtaining the review and approval of the policies and guidance.

2. Manage Functional and Technical Areas / Capabilities to ensure compliance with Federal Guidance

YHI continually strives to improve outcomes through better use of HIX solutions. HIX requirements are managed by capabilities. Therefore the Offerors' resources will be required to analyze capabilities and determine gaps in current capabilities and opportunities to stay in compliance with the new published Regulations by CCIIO and/or CMS is a critical function for YHI.

3. Prepare Decision Support Material for stakeholders as well as the YHI Board (Board)

Improving outcomes through the better use of HIX solutions requires timely, informed decisions by senior leaders. YHI strives to support the decision making process by providing timely, complete, and accurate information to decision makers. For any given problem many decisions have to be made, including decisions about: business need, mission priorities, alternatives solutions, business process change, policies, and funding. The Offerors' resources will provide guidance and urgency to ensure that decision-makers are able to provide the appropriate decisions at appropriate time. YHI seeks contract support with the analytical skills necessary to support good, timely decision making, and seeks contract support to prepare complete and accurate information, tailored for the specific decision makers in any given situation.

The Offerors' resources will analyze and prepare timely, accurate, complete and clear materials to be presented to YHI stakeholders, Board and/or other decision makers. The materials may be in many formats, including: Project Plans, Dashboards, Memorandums, White Papers, briefings, presentations and graphs.

The Offerors' resources will use generally accepted communication and presentation formats in the performance of this task.

Process Improvement and Training Tasks

Following is a list of individual Requirement Management tasks:

1. Manage Processes for Requirements Development and Management

YHI is committed to continually improving, documenting and training processes necessary to deliver HIX solutions that enable YHI to meet its performance objectives.

The Offerors' resources will:

- Ensure continued maturity of processes associated with analyzing, planning, developing, approving, and implementing mission capabilities and associated HIX requirements.
- Ensure continued maturity of Quality Assurance processes and guidelines
- Orient and train those who will be involved in executing the processes.
- Monitor and measure process execution, identifying opportunities for improvement.

2. Refine and Maintain Processes for Requirements Development and Management

The Offerors' resources will review and analyze current processes and tools for requirements development and management using generally accepted PM standards, including processes associated with initial capability analysis and YHI governance. The Offerors' resources will make recommendations for improvements to processes and implementing procedures. Upon approval by YHI, the Offerors' resources will document approved processes and procedures. The documentation may take many forms, including briefings, diagrams, reports, Business Requirement Document, Functional Requirement Document, and other similar documents. The Offerors' resources will review baselines already created for BRD and FRD to provide suggestion for improvements.

The Offerors' resources will coordinate with YHI and other state agencies as the Requirements Management processes involves functional communities from all agencies. It will require the Offerors' resources to actively participate on teams that will be formed to recommend improvements that support the goals of YHI as illustrated in the first and second Level One Establishment Grants.

The Offerors' resources will use process improvement best practice techniques (e.g., Lean Six Sigma) and use the Capability Maturity Model Integration (CMMI) as developed by the Software Engineering Institute (SEI) of Carnegie-Mellon University as the standard, as amended or modified, for the quality of the information systems and data processing organization for in the performance of this task.

3. Develop and Provide Training and Orientation for Requirements Development and Management Processes

The Offerors' resources will create YHI requirements development as well as management

training and orientation materials. Upon approval by YHI, the Offerors' resources will develop the training materials. The materials may take many forms, including orientation books, briefings, classes, and web materials. The Offerors' resources will keep the materials current to reflect any changes to processes, tools, and methods.

At a minimum the materials will consist of the following:

- An overall Orientation Plan that includes overview material targeted for use by management, support personnel, and the stakeholder members;
- Orientation and training materials for each of the stakeholder groups, including other Offerors' resources; and
- A curriculum of Requirements Management Process related education appropriate for each stakeholder group, including other Offerors' resources

The Offerors' resources will develop a plan and schedule for conducting orientation and training. Upon approval by YHI, the Offerors' resources will provide orientation and training in either YHI provided space or the Offerors' provided space as required, according to the approved format.

The Offerors' resources will use generally accepted training best practices in the performance of this task and be skilled in communication.

Communication and Reporting Tasks

The Offerors' resources will meet with the YHI Project Manager weekly, or more frequently if requested by YHI. The purpose of these meetings will be to provide the YHI project leadership team with an independent verbal and written assessment of the implementation project status that the Offerors' resources is monitoring and to make recommendations on any corrective action to keep the projects on schedule and within budget. The Offerors' resources will include in its report an assessment of:

- Quality of the work being performed;
- Appropriateness of the level of work;
- Adequacy of priorities;
- Effectiveness of communications; and
- Issues, risk, or action items that need resolution;

1. Measure, Evaluate and Report on Requirements Development and Management Processes as well as Traceability of requirements

The Offerors' resources will develop a plan and metrics to measure the effectiveness of the Requirements Development and Management Processes that more specifically provide traceability and indicate that requirements listed in the FRD are actually the ones being

developed and implemented. The metrics will be selected and designed to measure the achievement of value added outcomes. Once approved by YHI, the Offerors' resources will execute the plan, measure and report the results. The Offerors' resources will make recommendations to YHI on areas of the process that are candidates for improvement.

The Offerors' resources will report the metrics and results in various formats, including reports, graphs, briefings, and dashboards.

The Offerors' resources will use generally accepted measurement and analysis techniques and tools in the performance of this task.

2. Manage the Receipt, Analysis, Validation, Prioritization & Customer Feedback for all Submissions

The Offerors' resources will manage project Change Requests process by:

- Reviewing the current process and continually recommending improvements to YHI;
- Prioritize all change requests;
- Analyzing submissions for uniqueness and clarity, and presenting for functional validation and prioritization;
- Documenting the process and status of change request throughout their lifecycle; and
- Providing customer feedback during all phases of the process.

3. Develop Decision Briefings

The Offerors' resources will develop briefings, White Papers, and executive briefings that clearly describe the requirements set in an appropriate level of detail for YHI stakeholders and the Board to understand the functional area / capability being supported by the HIX solution, the alternatives and their business impacts and benefits, and the implications to the users and YHI approval of the requirements set and/or alternatives.

The Offerors' resources will assist YHI as required in presenting the briefings for decision.

In performance of this task, the Offerors' resources will provide the appropriate level of analysis, synthesis, and documentation required for senior leaders to make informed decisions. The Offerors' resources will demonstrate an example of its methodology to obtain, research, and analyze articles, reports and other information sources relating to the most up-to-date industry standards in the requirements management process.

C. Deliverables.

1. **Final Approved Integrated Project Work Plan:** The selected Offerors' resources will propose within 30 days of a Notice To Proceed an integrated work plan that sets forth a timeline for completing the deliverables, including appropriate input from YHI. The work plan will be finalized with the input of YHI's Project Manager. Unless otherwise specified, the work plan should identify whether each deliverable will be produced as a comprehensive report, issue brief, PowerPoint presentation or some other method

acceptable to YHI. The work plan should consider the likely release of federal guidance that may affect the business and functional requirements. The work plan must identify opportunities for gaining feedback from Idaho stakeholders, the YHI Board, and other State and Federal agencies.

The following elements must be addressed in the integrated Work Plan and timeline schedule:

- **Procurement Management/Vendor Management** – demonstrating procurement planning, contracts planning, authoring solicitations, evaluation, requesting solicitation responses, selecting Offerors' resources(s), administering contract(s), and contract(s) closing activities.
- **Schedule Management** - demonstrating activity definition and sequencing, resource estimating, duration estimating, schedule development, and schedule control activities which includes prioritization and sequencing of projects and investments; this includes ensuring budgets, resource plans, and contracts align to the Work Plan.
- **Integration Management** - demonstrating project plan development, project plan execution, and integrated change control activities across all vendor and YHI staff activities.
- **Performance Management** – demonstrating that metrics and service level agreements are established and managed which ensure projects are delivered on time and within budget.
- **Issue Management** – demonstrating an automated workflow for identified conflicts and issues and can be tracked through to resolution.
- **Document Management** – demonstrating a secure but accessible library of key documents, contracts, deliverables, and other documentation is operational for YHI for both internal and external usage.
- **Migration Management** – demonstrating project initiation, schedule planning, project plan, and migration reconciliation activities.
- **Scope Management** - demonstrating project initiation, scope planning, scope definition and scope change control activities.
- **Cost Management** - demonstrating resource planning, cost estimating, budgeting and cost control activities are compliant with state and federal guidelines and all financial reporting processes are operational.
- **Human Resources Management** - demonstrating organizational planning, technical project team acquisition and staff development activities.
- **Risk Management** - demonstrating risk management planning, risk identification, risk quantitative and qualitative analysis, response planning, monitoring, and control activities for identifying and mitigating operational, technical, and financial risks and provides a basis for critical leadership decisions.

- **Quality Management** - demonstrating quality planning, quality assurance and quality control activities with clear quality assurance processes defined and operational for business and technical operations.
 - **Communications Management** - demonstrating communications planning, information distribution, progress and performance reporting, and stakeholder communications management activities which maximizes multiple communication channels and has evaluative mechanisms to improve communication effectiveness.
2. **Business Requirement Document (BRD):** The Offerors' resources will assist YHI in developing an approved BRD and will keep it updated with revised requirements, which will include but not limited to result of new regulations, change of YHI policies and procedures.
 3. **Functional Requirement Document (FRD):** The Offerors' resources will author this document by conducting workgroups with all stakeholders to obtain approval by all stakeholders and leadership. The FRD will also include complete traceability to requirements listed in the BRD. Additionally, the FRD will include all technical requirements, including but not limited to Security, Scalability, Accessibility, etc.
 4. **Detailed Migration from the FFE to Idaho's HIX:** YHI has started defining the migration requirements, the Offerors' resources will assist YHI in getting this incorporated into the overall project schedule. Although HIX technology vendor resources will be responsible for development and unit testing, the Offerors' resources will ensure the scope of work identified is completed and integrated in the project schedule.
 5. **Management Reports:** To ensure complete transparency in managing tasks, risks, action items, etc. the selected Offerors' resources will produce various management reports. These will be including but not limited to weekly, monthly, quarterly, and adhoc reports. The distribution of these reports will be including but not limited to all project stakeholders, YHI Board, as well as other States and Federal agencies.
 6. **Process Flows:** The Offerors' resources will be responsible for creating process flows using Business Process Modeling Notation (BPMN) that illustrate detailed end-to-end process flows from all user types, stakeholders perspective.
 7. **Quality Assurance Guidelines:** To ensure high-quality deliverables, the Offerors' resources will create guidelines and criteria to not only ensure industry standard best practices are in place but also that standard sets of tools and procedures are used to build in high quality work products throughout the lifecycle.
 8. **Quality Control Plan:** The Offerors' resources will prepare and adhere to a Quality Control Plan (QCP). The QCP will initially be submitted with the Offerors' resources' proposal and will be updated within 30 days upon award. The QCP will document how the Offerors' resources will meet and comply with the quality standards established in this scope of work. At a minimum, the QCP must include a self-inspection plan, an internal staffing plan, and an outline of the procedures that the Offerors' resources will use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this solicitation.
 9. **Functional Area / Capability Gap Analyses:** The Offerors' resources will revisit the detail requirements listed for each functional area / capability to ensure gaps are identified

especially when new federal guidance or a new policy is published. This will be used to improve upon the integrated Project Work Plan.

10. **Action Items and Risk Register:** The Offerors' resources will prepare and communicate an Action Item and Risk Register that will be communicated as a part of the Management Reports to project stakeholders, Board and any other stakeholders.
11. **Communications Plan:** The Offerors' resources will prepare and publish a thorough communications plan that will include, but will not be limited to, communicating updates to the BRD, FRD, and management reports.
12. **Requirements Traceability / Gaps Report:** The Offerors' resources will maintain a thorough Requirements Traceability Matrix, which will feed into a Gaps Report. This report will include, but will not be limited to, tracing Business Requirements, Functional Requirements, Technical Requirements, Use Cases, Federal Regulations and Policies.
13. **User Acceptance Testing (UAT):** The Offerors' resources will assist and coordinate all UAT throughout the Design, Development and Implementation (DDI) phases of the project.

In addition to these deliverables, the successful Offeror will update the YHI Contract Monitor weekly on the progress and status of the work being performed under the Contract, and any findings, issues, and conclusions. These updates will be provided through written status reports and/or discussions. Discussions may be held either in person or by telephone, at the mutual convenience of both parties.

D. PMO Project Team.

The Offeror will describe staff including the organization structure with staffing levels and responsibilities. The Offeror will identify the single point of contact for YHI who will serve as the Offeror's project manager or liaison for managing contractual issues. The Offeror will demonstrate by resumes provided that the proposed personnel are qualified to perform in the job specified. Key personnel should be qualified to give testimony. Proposed personnel may not be substituted without the prior agreement of the YHI Project Manager. The Offeror will utilize the following list of guidance for each desired resource need:

1. **Following are the requirements for the ONE Project Manager (PM) position:** The Project Manager is the Offerors' resources' manager for the Contract, and may serve as a single point of contact for the Offerors' resources with YHI regarding the contract. The Project Manager will be required to present to the YHI Board on all aspects of the Project's progress, deliverables, and issues as needed. This is a full-time dedicated resource located in Boise.
 - Education: Bachelor's Degree Required. IT/IS related Management / Science / Engineering major or health care background preferred. Masters and/or MBA degree is a preferred.
 - Consulting/implementation experience with a leading business or system consulting firm (in a project management position) or an IT management/consulting role in a commercial enterprise public sector requirements elicitation and a software company or a public sector Agency.
 - Experience with keeping current with industry best practices and methodologies and weaving them into delivering solution expertise.

- Significant expertise in development of a requirements management framework, systems implementation as well as the overall business and functional requirements themselves.
- Experience managing and performing user acceptance testing.
- Great communication skills, analytical and entrepreneurial skills that would be standard to a good Project Manager; as well as, the rigor, strong attention to detail, well-honed PMO skill set and personal results ownership characteristic of an excellent project manager.
- Extensive experience in a leadership role managing large scale enterprise systems design, selection, gap analysis, implementation, deployment and change management. Proposed staff must understand the key technical aspects of the software development lifecycle and have strong attention to detail to produce and oversee clear documentation.
- Familiarity with regulatory requirements for deploying systems in state government departments preferred but not required.
- Dynamic individual that presents an aptitude to adjusting to the environment and getting things done in an effective yet timely manner.
- Quick learner and able to apply new concepts, skills, and domain expertise.
- An out-of-the-box thinker that enjoys challenging situations and presents alternates including recommendations that best fit the environment.

2. Following are the requirements for the ONE Senior IT Lead/Technical Architect (STA) position:

The IT Lead will be required to present to the YHI Board on all aspects of IT as it relates to YHI technology, deliverables, and issues as needed.

- Experience with evaluating solutions proposed by vendors and identifying the best fit for organization technical architecture requirements.
- This is a full-time resource located onsite as needed.
- Responsible for ensuring proper interaction between various systems in a large, complex, multi-technology collaborative service oriented environment.
- Extensive experience in architecting large scale systems implementation and understands the key technical aspects of software development and deployment process.
- Experience in defining architectural frameworks large System Integrators (SIs) as well as Commercial off the Shelf (COTS) solutions, particularly in the CRM, PLM, ERP, financials and supply chain categories.
- Facilitate design solutions that provide framework, interfaces and services that can be extended.

- Help define the process for gathering requirements, analyzing them, evaluating solutions against the requirements, configuring to the requirements, and deploying the solution.
- Ability to align technology vision with business strategy by integrating business processes with the appropriate technologies.
- Guide the Project Manager, development and deployment teams in developing solutions that meet performance, scalability, and reliability goals.
- Proficient in the use of modeling techniques - such as use case, scenario modeling, prototyping, benchmarking, and performance modeling - to describe the problem space, to size the solution and to validate that the proposed architecture addresses the business requirements.
- Familiarity with regulatory requirements for deploying systems in federal and/or state government departments preferred but not required.

3. Following are the requirements for the ONE ACA Policy/Functional Lead / Subject Matter Expert (SME) position:

- Significant expertise in eligibility policies and procedures, including familiarity with case definitions, income rules, asset and resource rules, federal requirements, as well as the new requirements in ACA related to Modified Adjusted Gross Income (MAGI).
- This is a full-time resource need.
- Expertise in how eligibility for Medicaid and CHIP relates to other means-tested programs, such as TANF and SNAP, because the existing eligibility platform requires eligibility workers to gather and simultaneously process all data elements to adjudicate eligibility across these programs, with the decision rules largely embedded in DHW's system known as IBES.
- Oversees the Idaho functional SMEs, including but not limited to, implementation support, writing and obtaining approval of functional components of all project deliverables, and coordination with testing.
- Ensures that Idaho will meet the ACA guidelines and pass the testing and certification processes.
- Assist in identifying the business process flows related to Eligibility and Enrollment (E&E).
- Integral and critical in making sure the project is built in accordance with the federal and state guidelines.
- Learn the principles, methods, and business approaches associated with MAGI, the Medicaid expansion, and the eligibility and enrollment related to YHI.
- Interview all key informants, including but not limited to policy and operations staff at DHMH and DHR, eligibility caseworkers, employees at existing information

systems' vendors, and others as designated by the members of the project.

- Understanding and knowledge of HHS/CMS/CCIIO resources and protocols (i.e. Code of Federal Regulations).
- Present to the YHI Board as needed.

4. Following are the requirements for the ONE Business Process Consultant (BPC) position:

- Establish a functional fit and drive a gap analysis, Idaho's requirements and what needs to be custom developed. These custom requirements will be further defined and documented by the Senior Business Process Consultant.
- This resource is utilized and on site as needed.
- Ensure that the deployed solution will meet the business requirements designed by the Team and the Consultant would be responsible to ensure that the business requirements are supported fully by the deployed solution.
- Excellent understanding of delivering solutions utilizing service oriented architectures.
- Extensive experience with developing high level process maps as well workflow diagrams, utilizing industry methodologies like or similar to BPMN.
- Be the lead in defining and documenting the business processes for which the modern eligibility and enrollment systems is being designed for. Ensure all business processes for Idaho's envisioned eligibility and enrollment solution are fully documented and reflect current expectations moving forward.
- Initiate review of various systems to identify the business processes, services and functions that may be leveraged for YHI.
- Identify business benefits per cost associated with as-is current state, as well as the benefits expected to be realized in the future state i.e. enhanced eligibility and enrollment system under ACA and Health Care Reform.
- A resume and interview that demonstrate a "can do" resilient attitude, high energy, and creativity are required along with an ability to work unsupervised while handling multiple priorities.
- Ability to conceptualize and draw specific diagrams related specific systems as well as a comprehensive / complete system diagrams that illustrate dependencies of all interrelated systems and processes within BPMN.
- Experience implementing major enterprise software solution (CRM, ERP, MED, EDMS, etc.) or consumer solutions (eCommerce, marketplaces, social networks).

5. Following are the requirements for System Analyst (SA) resources:

- Experience ensuring proper interaction between various systems in a large, complex, multi-technology collaborative service oriented environment.
- These resources are utilized as needed.

- Architecting large scale enterprise systems implementation and understands the key technical aspects of the software development and deployment process
- Flexibility and willingness to take other responsibilities and assignments as required.
- Extensive experience with requirements analysis, design, deployment and systems testing of scalable, distributed, fault-tolerant applications in Windows / Linux / UNIX types of environments.
- Hands-on web solution deployment and in high volume, high transaction web based enterprise or consumer applications, particularly in the CRM space.
- Experience in delivering solutions utilizing service oriented architectures.
- Experience with iterative software development processes.
- Experience implementing major enterprise software solution (CRM, ERP, MED, EDMS, etc.) or consumer solutions (eCommerce, marketplaces, social networks)
- Leads the research, design and architecture of the deployed solution.
- Designs and delivers key system blue print maps of all three focus areas: Eligibility and Enrollment systems, IBES Case Management, and HIX system(s).
- Facilitates design solutions for call center telephony
- Facilitates design solutions for call center metrics.
- Facilitates design solutions that provide framework, interfaces and services that can be extended.
- Works with Project Manager, development and deployment teams in developing solutions that meet performance, scalability, and reliability goals.
- Reviews test plans and test scripts.
- Participates in all aspects of solution development, including gathering of requirements and communicating design via Use Cases and UML diagrams.
- Experience with configuration and change management, especially related to maintaining the scope of document requirements in BRD and FRD.
- Experience in conducting, coordinating and documenting User Acceptance Testing (UAT)

6. Following are the requirements for Business Analysts (BA) resources:

- BA will help establish a functional fit and drive a gap analysis, Idaho's requirements and what needs to be custom developed.
- Strong business analysis skills and experience, including development of business vision and strategies, functional decomposition, requirements capture, process modeling.
- Experience in software development methodologies and structured approaches to system development.

- Must be proficient acting in and leading integrated process teams, as well as coordinating and communicating customer requirements.
- Extensive experience with creating and conducting user acceptance and end-to-end training in smaller groups of 2-5 individuals as well larger groups for 20-50.
- Have broad and diverse background in such areas as: business analysis, applications/systems engineering, and information operations/architectures.
- Gather inputs from all internal team(s) to clearly understand the solutions to be provided by the YHI.
- Compare and contrast Idaho's requirements with those of other states.
- Be the Lead in defining and documenting the business processes for which the modern eligibility and enrollment systems are being designed for. Ensure all business processes for Idaho's envisioned eligibility and enrollment solution are fully documented and reflect current expectations moving forward.
- Responsible for maintaining and delivering key deliverables: the Business Requirements document (BRD), a High Level Functional Requirements Document (FRD).
- Initiate review of various systems to identify the business processes, services and functions that may be leveraged for YHI.
- Identify changes in policies and/or the business processes themselves that may affect deployment activities.
- Experience in conducting, coordinating and documenting User Acceptance Testing (UAT)

SECTION 4: CONTRACT BUDGET, TIMELINES AND PROJECT STATUS REPORTING

The proposal should include a proposed detailed budget outlining the number of proposed personnel along with hourly rates and estimates of hours, travel costs, supplies, and other costs associated with the required work to be performed.

It is expected that the Vendor will hold regular conference calls with IHIE and schedule any necessary in-person meetings with IHIE project staff. IHIE also expects weekly project status reporting as it relates to budget, project progress, and impediments. The format and scheduling of these updates will be determined by the IHIE Executive Director.

Vendors should propose the timelines applicable to complete the required Scope of Work. A comprehensive timeline that addresses all tasks and deliverables is preferred rather than addressing the various timelines referenced throughout this request.

APPENDIX A

The following requirements for contractual services must be acknowledged and agreed upon by the vendor:

I. APPLICABLE LAW

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

II. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the Idaho Health Insurance Exchange to proceed under this agreement is conditioned upon the appropriation of federal grant funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Idaho Health Insurance Exchange, the Idaho Health Insurance Exchange shall have the right upon ten (10) working days to provide written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expense to the Idaho Health Insurance Exchange of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

III. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable policies IHIE and any applicable Federal requirements.

IV. INFORMALITIES AND IRREGULARITIES

The Idaho Health Insurance Exchange has the right to waive minor defects or variations of a bid from the exact requirements of the specifications. If insufficient information is submitted by a vendor with the bid for the Idaho Health Insurance Exchange to properly evaluate the bid, the Idaho Health Insurance Exchange has the right to require such additional information as it may deem necessary after the time set for receipt of bids.

V. COMPLIANCE WITH LAWS

The Contractor understands that the Idaho Health Insurance Exchange is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Idaho, and local laws and regulations, as now existing and as may be amended or modified.

VI. CONFIDENTIALITY

The Contractor shall agree to assure the confidentiality as required by state and federal privacy laws.

No information, documents or other material provided to or prepared by the Contractor deemed confidential by IHIE pursuant to State and Federal privacy laws, shall be made available to any person or organization without the prior approval of IHIE. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor shall rest with the Contractor.

VII. STOP WORK ORDER

1. Order to Stop Work. The Executive Director 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 procurement officer 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 this contract.

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; and,
- 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.

3. Termination of Stopped Work: 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.

VIII. E-VERIFICATION

The term "employee" as used herein means any person that is hired to perform work within the State of Idaho. As used herein, "status verification system" means the legal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of IHIE, to provide a copy of each such verification to IHIE. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Contractor to the following:

1. Termination of this Agreement: In the event of such termination/cancellation, Contractor would be liable for any additional costs incurred by IHIE due to Contract cancellation or loss of license.

APPENDIX B

IHIE ESTABLISHMENT GRANT PROJECT ABSTRACT

Application title:	Idaho's Cooperative Agreement to Support Establishment of State-Operated Health Insurance Exchanges
Applicant:	Idaho Health Insurance Exchange
Funding opportunity number:	HBEIE-120081-01-00
Executive Director:	Amy Dowd
Address:	714 West State Street, Boise, ID 83702
Congressional district(s) served:	State of Idaho
Organizational Website address:	www.YourHealthIdaho.org
Category of Funding:	Level I
Projected date for project completion:	September 30, 2014

The Idaho Health Insurance Exchange's (IHIE) mission is to *impartially and fairly enforce the laws and regulations enumerated in Idaho House Bill 248 § 41-6104, et. seq., thereby creating a competitive marketplace for the sale of insurance products and services while providing the State's citizens with the maximum amount of consumer protection.* As the regulatory authority over all health insurance policies sold in the State of Idaho and because IHIE will have integral involvement with the Exchange, IHIE is applying for a Transfer of Grantee of a Level One Establishment Grant from the United States Department of Health and Human Services ("HHS") to further its planning for the establishment of a state-operated health benefit Exchange.

The estimated 1.3 Million residents of Idaho reside mostly in frontier communities and over 220,000 are uninsured today. There are also six federally recognized Tribes located in Idaho. Idaho will use the awarded grant funds to meet the following program objectives:

- A. Exchange Establishment Core Areas: Idaho will use the requested funds to perform activities intended to allow the Exchange to meet, at a minimum, the required Exchange core areas.
- B. Demonstrating Progress toward Milestones: Idaho will establish well defined milestones, organized under each of the aforesaid core areas, to be met by the Exchange. Please see the Work Plan attached hereto as Section E.
- C. Early Deliverables: Idaho is committed to carry out the activities required to establish a health benefit exchange on an expedited schedule. IHIE has completed research regarding the existing health insurance market in the State and will use this research to create a market driven state-based Exchange with a web portal geared toward consumers. IHIE will continue to coordinate with Medicaid, CHIP and other appropriate programs regarding eligibility determination and other Exchange activities.
- D. Providing Assistance to Individuals and Small Business, Coverage of Appeals and Complaints: Providing assistance to individuals and small businesses is a priority and an essential element of a well-functioning Exchange. Idaho will utilize grant funds to provide assistance to individuals and small businesses through existing consumer assistance programs. A navigator program will be developed and integrated into Exchange operations to assist consumers in their interactions with the Exchange.
- E. Exchange Certification: Idaho will develop a highly functioning and sustainable Exchange and will work with HHS toward certification of that Exchange by January 1, 2016. IHIE will show progress in the establishment of a state-operated Exchange based on timely completion of each milestone in the proposed work plan.

APPENDIX C

REFERENCE FORM

Complete Reference Forms for each reference.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

List of any contracts similar in scope, size, or discipline to the required services in this request:

SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
Email:

Scope of services/products to be provided by subcontractor:

Complete Reference Forms for each subcontractor.

Contact Name:
Company name:
Address:
Phone #:
Email:

Description of product/services/project, including start and end dates:

APPENDIX D

REQUIRED FEDERAL CONTRACT CLAUSES FOR EXPENDITURE OF FEDERAL GRANT FUNDS

The following clauses govern contracts between the Idaho Health Insurance Exchange dba Your Health Idaho (“**Exchange**”) and other parties (each a “**Contractor**”) when federal grant funds are used to pay Contractor. The following requirements for contractual services must be acknowledged and agreed upon by the vendor:

1. REMEDIES.

1.1 Continued Performance. Unless otherwise directed by the Exchange, Contractor shall continue performance under this contract while matters in dispute are being resolved.

1.2 Notice of Injury. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

1.3 Governing Law. This contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Idaho, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The Parties consent to the exclusive jurisdiction of the Fourth Judicial District Court, in Ada County, Idaho for enforcement of this contract.

1.4 Remedies Cumulative. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Exchange or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2. TERMINATION.

2.1 Termination for Convenience. The Exchange may terminate this contract, in whole or in part, at any time by written notice to Contractor. For a cost-based contract, Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. For a service contract, the Exchange shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination. Contractor shall promptly submit its termination claim to the Exchange to be paid to Contractor. If Contractor has any property in its possession belonging to the Exchange, Contractor will account for the same and return it or dispose of it in any manner the Exchange directs.

2.2 Termination for Breach. Either party may terminate for failure of the other party to fulfill its obligations, as set forth within a specific contract. Reasonable allowances will be made for circumstances beyond the control of Contractor or the Exchange. Written notice of the intent to terminate is required and shall specify the reasons supporting termination.

2.3 Termination for Default. If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, Contractor fails to perform in the manner called for in the contract, or if Contractor fails to comply with any other provisions of the contract, the Exchange may

terminate this contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Exchange that Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of Contractor, the Exchange, after setting up a new delivery of performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.

2.4 Termination Opportunity to Cure. The Exchange in its sole discretion may, in the case of a termination for breach or default, allow Contractor 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the Exchange's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within 10 days after receipt by Contractor of written notice from the Exchange setting forth the nature of said breach or default, the Exchange shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Exchange from also pursuing all available remedies against Contractor and its sureties for said breach or default.

2.5 Non-Waiver of Remedies. In the event that the Exchange elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this contract, such waiver by the Exchange shall not limit the Exchange's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

3. CIVIL RIGHTS (TITLE VI, EEO). During the performance of this contract, Contractor, for itself, its assignees, and successors in interest, agrees as follows:

3.1 Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, Contractor agrees that it will not (i) discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability or (ii) operate any programs or activities for the Exchange in a manner that limits participation or access or otherwise discriminates against any person on the basis of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements United States Department of Health and Human Services ("HHS") may issue, including any certifications of compliance required as a condition of using federal grant funds to pay Contractor.

3.2 Equal Employment Opportunity. Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the United States Department of Labor ("DOL") regulations, 41 C.F.R. 60 et seq.

3.3 Subcontractor Selection. In the event the Exchange permits Contractor to contract with any third party to perform any of Contractor's obligations to the Exchange, Contractor must make positive efforts to use small businesses, minority-owned firms, and women-owned businesses as sources of goods and services whenever possible. To this end, Contractor must place qualified small, minority-owned, and women-owned business enterprises on solicitation lists; ensure that small, minority-owned, and women-owned business enterprises are solicited whenever they are potential sources; consider contracting with consortia of small, minority-owned, or women-owned business enterprises when an intended contract is too large for any one such firm to handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations might compete; make information on contracting opportunities available and establish delivery schedules that encourage participation by small, minority-

owned, and women-owned business enterprises; and use the services and assistance of the Small Business Administration and the Minority Business Development Agency, as appropriate.

4. COPELAND ANTI-KICKBACK ACT. Contractor agrees to comply with the Copeland Anti-Kickback Act, as amended, 18 U.S.C. 874, et seq., as supplemented in the DOL regulations 29 C.F.R. Part 3, which are hereby incorporated by reference.

5. DAVIS-BACON ACT. If Contractor performs more than \$2,000 in construction, alteration, or repair services on public buildings or public works on behalf of the Exchange, it must comply with the Davis-Bacon Act, 40 U.S.C. 3141 et seq., and implementing DOL regulations, 29 C.F.R. 5. The Davis-Bacon Act requires Contractors to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. The Davis-Bacon Act also requires Contractors to pay wages not less than once per week.

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. If Contractor performs more than \$2,000 in construction, alteration or repair services for the Exchange, or more than \$2,500 for other contracts which involve the employment of mechanics or laborers, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 327-330, and as supplemented by DOL regulations, 29 C.F.R. Part 5.

6.1 Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

6.2 Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth above.

6.3 Withholding for Unpaid Wages. Contractor shall upon its own action or upon written request of an authorized representative of the DOL withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this Section 6.3.

7. NOTICE OF AWARING AGENCY REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING. The Exchange shall monitor Contractor's activities, and Contractor shall cooperate with the Exchange and furnish all information necessary to fulfill all reporting requirements imposed upon the Exchange under 45 C.F.R. 92.40 and 92.41. Contractor shall inform the Exchange as soon as the following types of conditions become known: (i) problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Contract, and (ii) favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated, or producing more beneficial results than originally planned. Contractor shall permit the Exchange and any appropriate Federal agency to make site visits as warranted by program needs.

8. PATENT RIGHTS. Irrespective of the status of the Contractor (for example, a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, individual, and so forth), Contractor agrees to comply with HHS requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract.

9. COPYRIGHTS AND RIGHTS IN DATA. This contract is governed by the requirements of Federal law and regulations concerning ownership and licensing of copyrights and rights in data. Pursuant to 45 C.F.R. 92.36, HHS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for Federal Government purposes: (i) the copyright of any work developed under this contract or any subcontract thereunder, and (ii) any rights of copyright to which the Exchange or Contractor purchases ownership of with Federal grant support. If, for any reason, the project is not completed, all data developed under the project is required to be delivered as the Exchange or HHS may direct.

10. ACCESS TO RECORDS AND RETENTION. Contractor agrees to develop and retain records identifying the basis for determining the valuation of personal services, materials, equipment, buildings, and land.

10.1 Inspection of Records. Contractor agrees that the relevant books, documents, papers, and records of the Contractor which are directly pertinent to the Contract shall be subject to inspection, examination, review, audit, transcription and summarization by the Exchange, HHS, the Comptroller General of the United States, or any of their duly authorized representatives. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. This right of access shall last as long as the records are retained by Contractor in accordance with 45 C.F.R. 92.42.

10.2 Maintenance of Records. Contractor agrees to maintain all books, records, accounts, and reports related to Contractor's work for the Exchange for a period of not less than three (3) years after the date of termination or expiration of this contract, except that in the event of litigation or settlement of claims arising from the performance of this contract, Contractor agrees to maintain same for any longer period required for the Exchange, HHS, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

11. CLEAN AIR ACT, CLEAN WATER ACT AND EPA REGULATIONS. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to: (i) the Clean Air Act, as amended, 42 U.S.C. 1875(h), et seq.; (ii) the Clean Water Act, as amended, 33 U.S.C. 1368, et seq.; and (iii) Executive Order 11738 and Environmental Protection Agency regulations, as amended, 40 C.F.R. Part 15. Contractor agrees to report each violation to the Exchange and understands and agrees that the Exchange will, in turn, report each violation as required to assure notification to HHS and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by HHS.

12. ENERGY EFFICIENCY. Contractor shall comply with mandatory standards and policies relating to energy efficiency that are defined in Idaho's energy conservation plans issued in accordance with the Energy Policy and Conservation Act.

13. GOOD STANDING. Contractor certifies, by signing this contract, that neither Contractor nor Contractor's principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, "Debarment and Suspension," 2 C.F.R. pt. 376 and any relevant program-specific regulations. Contractor shall require this certification from every subcontractor receiving any payment in whole or in part from federal funds.

14. SUBCONTRACTS. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Exhibit and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these terms, and any other clauses required by Federal statute or executive order, and their implementing regulations.

15. COST PRINCIPLES. If the agreement between the Exchange and Contractor is a “cost-type” contract, then allowable costs will be determined in accordance with the appropriate cost principles required as a condition of using federal grant funds, as set forth in the HHS Grants Policy Statement or other federal regulations, policies, or agreements between the Exchange and the applicable federal funding agency.