

Question #	RFP Page #	RFP Section #	Question	Response
1	6	2.9	"Contract award is subject to availability of funding". What funding sources are being sought and what are those timelines? If federal money is being pursued, what other funding options are possible if that is not available? How will that impact the pricing and estimated payment timelines? If YHI has to terminate a contract with the Offeror due to lack of funding, will YHI pay for work that has been completed up to the date of the termination notice?	YHI is utilizing federal Exchange Establishment grant funding for this project and expects its most recent funding request to be approved prior to the award of this Contract.
2	11	2.2	What is the anticipated project start date for the project? When is kick off estimated to take place and when does YHI expect "boots on the ground" beyond the identified key personnel?	The projected start date will be no later than January 2014.
3	11	2.2	Anticipated Contract Execution date is set for 12/15/2013: This is a Sunday. Would YHI be open to changing this date as this is a weekend? As for mandated project kickoff (within 5 days), this falls right before the Christmas holiday (12/23/2013): is YHI able to be flexible to arrange a post-Christmas kickoff date to accommodate all resources?	The dates provided are estimates. Actual dates are a function of the selection and contract negotiation processes. YHI anticipates interacting with the Contractor during the last 2 weeks of December.
4	13	2.3.7	How reasonable is it to think that confidential portions of our responses will remain so? How can pricing, architecture and other proprietary detail be protected? Will we be able to redact a version of our responses prior to public viewing/use?	Section 2.3.7 addresses this concern as does the answer to the following question.
5	13	2.3.7	"Material so designated [as trade secrets or other proprietary data] shall accompany the proposal but shall be readily separable from	YHI will leave the method of redaction up to the Offeror. Page breaks around the confidential information is acceptable as is

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			<p>the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.”</p> <p>Observation: A common means to protect confidential information is to allow the contractor to electronically redact (i.e. black out) confidential information, which we will do at our expense.</p> <p>Question: Will Idaho allow Offeror’s the opportunity to redact confidential information? If not, can YHI provide an example of what “readily separable” approach would be acceptable (e.g. page breaks around confidential information)?</p>	submitting two electronic versions, one containing blacked out information, one not.
6	13	2.3.6	<p>As described in this section and referred to Section 6 Technical Proposal requirements, Section 6.3 subcontractors are to provide a signed letter that accompanies the Transmittal letter binding the Subcontractor. In item 3) on page 106 is the “estimates the amount of revenue that will flow to the subcontractor....” Inclusive of a percentage of all revenue for DDI and Maintenance including License fees and maintenance fees for software or only the percentage of DDI labor costs?</p>	It should be inclusive of all DDI and M&O costs.
7	15	2.7.1	<p>Do you have a required form for references? At what point in the process with references be contacted?</p>	Please see Appendices L and K of the RFP. References may be contacted at any point in the process.
8	20	3.4.1	<p>If Your Health Idaho (YHI) leverages Idaho’s current IT systems by re-using them, what are</p>	YHI and IDHW will be collectively responsible for any licensing that results

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			the licensing fees involved? Who is responsible for procurement of those licenses if applicable?	from re-use of existing technology.
9	20	3.4.1	Is IBES envisioned to be the single eligibility determination system for all state and YHI offered programs?	The solution requested by YHI will be the eligibility determination system for individuals who are eligible for Advanced Premium Tax Credits and other Exchange programs. IBES will continue to be the eligibility determination system for Medicaid, CHIP, and other state and federal assistance programs.
10	20	3.4.1.	<p>“Eligibility business rules are documented and developed using a COTS rule engine called ILOG JRules.”</p> <p>Observation: Later in section 5.2.1 Eligibility Determination, page 98, the second paragraph states: “To perform eligibility determinations for insurance affordability programs, including Advanced Premium Tax Credits/Cost Sharing Reductions (APTC/CSR), YHI intends to leverage the Oracle Policy Administration (OPA) rules engine in the Idaho Benefits and Eligibility System (IBES), which is administered by the Department of Health and Welfare (DHW).”</p> <p>Question: Will YHI clarify the rules configured in each rules system and the sequence and hierarchy of the rules engine? Specifically the difference between ILOG and OPA?</p>	IDHW is in the process of implementing the OPA, however, all activities necessary to facilitate use of the OPA by the YHI solution will be in place in time to facilitate the Offeror’s and YHI's implementation efforts.
11	20	3.4.1.	“eCaseFile is the electronic document	YHI does not anticipate that there will be a

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			<p>management solution used by the Self Reliance and Child Support programs.”</p> <p>Question: YHI system transfers control to IBES for all Medicaid related functionalities. IBES will be interfacing with the eCaseFile system. Will there be a direct interface between YHI and eCaseFile? If yes, please explain.</p>	<p>direct interface between the Exchange solution and eCaseFile.</p>
12	21	3.4.1.	<p>“eVerif-I is used to validate and verify client information with various internal/external partner applications.”</p> <p>Question: It is our understanding that the Federal Data Hub will be used to validate and verify client information. Please clarify the role of eVerif-I; is the validation performed by eVerif-I in addition to the Federal Data Hub or redundant with the Federal Data Hub?</p>	<p>eVerif-I is a DHW solution and is outside of the scope of this RFP. It is anticipated that data verifications required by YHI will be performed through the Federal Data Services Hub.</p>
13	20 98	3.4.1 5.2.1	<p>Please describe YHI’s approach for defining and implementing the MAGI and Exchange rules in Oracle Policy Automation (OPA) as these rule (according to Oracle) are not is available in the base product? Is there a defined completion date for this effort?</p>	<p>IDHW and YHI intend for the rules definition in the OPA to be performed by the Offeror in close collaboration with IDHW resources. Defining and implementing Exchange eligibility rules should be captured in the Offeror’s approach and schedule.</p>
14	20 98	3.4.1 5.2.1	<p>Also, it appears that the IDHW is currently using a different rules engine (iLog) as part of the IBES System. Are all of the rules currently in iLog being migrated to OPA? And, if so, what is the current status of this effort? Will it be complete before implementation of the State-Based Exchange?</p>	<p>IDHW is in the process of implementing the OPA, however, all activities necessary to facilitate use of the OPA by the YHI solution will be in place in time to facilitate the Offeror’s and YHI's implementation efforts.</p>

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15	24	4.1	<p>While the winning team is expected to provide hardware and software resources to support all of the tasks, what hardware and software is expected to transition to YHI during maintenance and operations outside of the available portal and administrative functions? Does that assume that YHI would assume/take over licensing or would require the prime to continue to license on YHI's behalf?</p>	<p>YHI does not expect the Offeror to hand over hardware infrastructure. YHI expects that third-party COTS incorporated into the YHI solution will be licensed to YHI. As for pre-existing Contractor-developed software that Contractor incorporates into the YHI solution, YHI expects that Contractor will provide YHI with (i) a perpetual license to the version of the software in use by YHI at the time of Contract expiration and termination and (ii) executable versions of the software along with documentation. As for third-party COTS that are embedded into, or that provide the backbone to, pre-existing Contractor-developed software, YHI anticipates that YHI will need to procure YHI's own licenses to the embedded or backbone COTS upon termination or expiration of the Contract. Vendor proposals must clearly delineate between the various types of software licenses that will be required to implement vendor's proposed solution during and after the Contract term.</p>
16	24	4.1.1	<p>How will YHI address the License Agreements and payment terms for COTS or SaaS software licenses? Will YHI enter into license agreements directly with the COTS or SaaS vendor? Will payment for software licenses be addressed according to the schedule set forth in the license agreements?</p>	<p>YHI does not expect the Offeror to hand over hardware infrastructure. YHI expects that third-party COTS incorporated into the YHI solution will be licensed to YHI. As for pre-existing Contractor-developed software that Contractor incorporates into the YHI solution, YHI expects that Contractor will provide YHI with (i) a perpetual license to</p>

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				the version of the software in use by YHI at the time of Contract expiration and termination and (ii) executable versions of the software along with documentation. As for third-party COTS that are embedded into, or that provide the backbone to, pre-existing Contractor-developed software, YHI anticipates that YHI will need to procure YHI's own licenses to the embedded or backbone COTS upon termination or expiration of the Contract. Vendor proposals must clearly delineate between the various types of software licenses that will be required to implement vendor's proposed solution during and after the Contract term.
17	24	4.1.1	What are YHI's expectations on volume and expected levels of enrollment?	YHI estimates that approximately 80,000 individuals will enroll in coverage through the marketplace in its first year of operation and that approximately 10% more will enroll the following year.
18	25	4.1.1	What are the different categories of users that are expected to use this new System? What is the approximate number of users in each category? Please provide details on the number of users who need to be trained on the system.	YHI estimates that there will be approximately 40 core business users of the system. Further, YHI estimates that there will be approximately 400 agents/brokers and approximately 150 Navigators and Assistors.
19	25	4.1.1	Assumption: YHI plans to offer medical and dental plans. This plan data will be collected from the DOI using a SERFF interface. Please	Dental plans will be offered by YHI and will utilize the SERFF interface.

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			confirm/correct.	
20	25	4.1.1	Will YHI make technical resources available to the Contractor for guidance and discussions on integration with existing backend systems such as IBES, eVerif-I for identity management, and Access Idaho for payment processing?	YHI and IDHW will ensure that the appropriate technical resources will be available to assist the Offeror's resources with the integration between YHI and IDHW.
21	25	4.1.1	Mentioned that <i>"Provide a secure, browser-based application for minimal desktop footprint, ease of application updates, ubiquitous access for all users (including Exchange customers and stakeholders), and support automated interaction with users and stakeholders, to the extent possible"</i> Is Cross Browser testing applicable? Could you please confirm on the number, versions and the name of the Browsers that need to be supported?	YHI expects the Contractor's solution to be supported by all prevalent browsers in the marketplace. The Offeror may propose the browsers that they intend to support as a part of their Technical Proposal.
22	26	4.1.1	Financial Management: Does YHI expect the chosen Contractor to provide a lockbox?	No, lockbox services are outside of the scope of this RFP.
23	26	4.1.1	Financial Management: Does YHI expect the chosen Contractor to provide print services?	No. Print services are outside of the scope of this RFP.
24	27	4.1.1	Does the State require core call center capability including IVR integration? What is the role of 'Consumer Connectors' in the consumer support functions of the YHI?	Call center is out of scope for this RFP. Data collected through the solution procured under this procurement will need to be extractable to an IVR system provided by another vendor. Consumer Connectors will assist clients through eligibility and enrollment process. YHI wants to be able to identify when these Connectors have assisted.
25	27	4.1.1	Is mail room and printing facility for the	Mail room and printing operations are not

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			reports and notices in scope of this RFP?	within the scope of this RFP.
26	28	4.3.1.1	Will YHI provide any infrastructure, office resources for project manager or other members of the project team at YHI premises? If so, how many project team members will YHI provide onsite infrastructure for?	YHI will provide office space for the project manager and up to fifteen (15) of the Contractor's project team members.
27	28	4.3.1.1	Can the rest of the Offeror's project team be based out of any location in US or is there a restriction of placing teams within Boise or State of Idaho?	<p>YHI requires that the Offeror's proposed solution is housed within the continental US.</p> <p>YHI will allow the use of off-shore resources for solution development, implementation, and testing, given that the rates and savings are clearly outlined in the Offeror's proposal. In the proposal, the Offeror must clearly outline the costs of using on-shore resources side-by-side with the use offshore resources and provide YHI with a stated percentage of total cost savings YHI would realize by using the off-shore resources for development, implementation and testing. The Offeror must specifically call out how the off-shore resources that are used will meet the privacy and security requirements for data handling as defined in our final executed contract.</p>
28	28	4.3.1.1	Will the application administration responsibilities in the new SBM be handled by YHI resources for tasks such as account administration and periodic tracking reports?	The Contractor will be responsible for application administration but work closely with YHI personnel for account administration and tracking.
29	28	4.3	Can YHI please clarify if there are any geographical restrictions for team members	YHI requires that the Offeror's proposed solution is housed within the continental

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			(with the exception of Key Personnel), in both the DDI portion and operational phases of the project?	<p>US.</p> <p>YHI will allow the use of off-shore resources for solution development, implementation, and testing, given that the rates and savings are clearly outlined in the Offeror's proposal. In the proposal, the Offeror must clearly outline the costs of using on-shore resources side-by-side with the use offshore resources and provide YHI with a stated percentage of total cost savings YHI would realize by using the off-shore resources for development, implementation and testing. The Offeror must specifically call out how the off-shore resources that are used will meet the privacy and security requirements for data handling as defined in our final executed contract.</p>
30	28 and 53	4.3 and 4.6	Is the Contractor permitted to have an arrangement in which the core product enhancement/development activities are performed by a development team based at an offshore location? Can the Contractor also leverage an offshore team for product customization and integration development activities?	<p>YHI requires that the Offeror's proposed solution is housed within the continental US.</p> <p>YHI will allow the use of off-shore resources for solution development, implementation, and testing, given that the rates and savings are clearly outlined in the Offeror's proposal. In the proposal, the Offeror must clearly outline the costs of using on-shore resources side-by-side with the use offshore resources and provide YHI with a stated percentage of total cost savings YHI would realize by using the off-shore resources for</p>

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				<p>development, implementation and testing. The Offeror must specifically call out how the off-shore resources that are used will meet the privacy and security requirements for data handling as defined in our final executed contract.</p>
31	28 and 60	4.3.1.1 and 4.8	<p>Is the contractor permitted to leverage an offshore-based team to perform or assist with system, integration, and user acceptance testing?</p>	<p>YHI requires that the Offeror’s proposed solution is housed within the continental US.</p> <p>YHI will allow the use of off-shore resources for solution development, implementation, and testing, given that the rates and savings are clearly outlined in the Offeror’s proposal. In the proposal, the Offeror must clearly outline the costs of using on-shore resources side-by-side with the use offshore resources and provide YHI with a stated percentage of total cost savings YHI would realize by using the off-shore resources for development, implementation and testing. The Offeror must specifically call out how the off-shore resources that are used will meet the privacy and security requirements for data handling as defined in our final executed contract.</p>
32	28 and 79	4.3.1.1 and 4.11	<p>Is the contractor permitted to perform support and maintenance activities with an offshore-based team after the SBM Go-Live?</p>	<p>YHI requires that the Offeror’s proposed solution is housed within the continental US.</p> <p>YHI will allow the use of off-shore resources for solution development, implementation,</p>

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				and testing, given that the rates and savings are clearly outlined in the Offeror's proposal. In the proposal, the Offeror must clearly outline the costs of using on-shore resources side-by-side with the use offshore resources and provide YHI with a stated percentage of total cost savings YHI would realize by using the off-shore resources for development, implementation and testing. The Offeror must specifically call out how the off-shore resources that are used will meet the privacy and security requirements for data handling as defined in our final executed contract.
33	37	4.4.1.5	Much of the descriptions provided for Life Cycle review and other project management needs are described in a very Waterfall-methodology fashion. Are you open to a blended approach (Waterfall, Agile or both) on a team? If so, are we able to adjust some of the activities to better fit the team's predominant methodology? This would impact planning, WBS (or backlog items), project metrics, etc.	The Offeror may propose an alternate methodology in their proposal given that it aligns with the Center for Medicare and Medicaid Services (CMS) Exchange Life Cycle requirements and the Project Management Book of Knowledge (PMBOK).
34	40	4.4.1.5	RFP says "Performance test – Includes tests for production based on estimates of application volumes and validate that the system meets performance criteria." Are there any performance requirements for analytical reports? If so, please provide the related Service Level Requirements.	Not at this time. However, performance requirements may be defined later once the IV&V/QA vendor is procured.
35	40	4.4.1.3	Operational readiness test	The IV&V will be procured through a

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			Question: Will YHI please define the metrics developed by the IV&V/QA as it is not defined in the RFP document?	separate procurement. Associated metrics are not available at this time.
36	40	4.8.1	Mentioned that Workflow testing has to be performed - Can you elaborate on the Workflow testing.	System testing should occur in an environment that mimics operational conditions closely and should be ongoing. YHI expects that the proposed solution may include several components and some system testing may occur prior to all components being fully-functional and integrated. It is in this context that system testing may include samples of security testing, workflow testing and usability testing.
37	54	4.6.1.1	The RFP provides the required environments as development, conversion, system testing, UAT, training and production for the YHI Exchange. Can you please confirm whether the vendor is required to provide a disaster recovery environment as well, or if YHI or the State has a disaster recovery provider which will provide the hardware, software and network infrastructure to support disaster recovery? If the contractor is to provide, can you please provide the specific sizing requirements for the disaster recovery, i.e., does it need to have the same capacity and sizing as production? Also, please confirm the recovery time required for the disaster recovery environment?	The Contractor is required to provide all hardware, software and network infrastructure to support disaster recovery. The Contractor is required to provide YHI with a Disaster Recovery Plan as described in Section 4.5.1.8 of the RFP, including proposing capacity and sizing. The Disaster Recovery Plan/Business Continuity Plan should provide adequate planning and response to resume normal business operations within 24 hours.
38	54	4.6.1.3	The contractor shall acquire...including licensed	YHI does not expect the Offeror to hand

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			<p>software, in such a manner that it may be legally used in Exchange. Would the YHI entertain buying the software directly from suppliers and taking title at contract signing?</p>	<p>over hardware infrastructure. YHI expects that third-party COTS incorporated into the YHI solution will be licensed to YHI. As for pre-existing Contractor-developed software that Contractor incorporates into the YHI solution, YHI expects that Contractor will provide YHI with (i) a perpetual license to the version of the software in use by YHI at the time of Contract expiration and termination and (ii) executable versions of the software along with documentation. As for third-party COTS that are embedded into, or that provide the backbone to, pre-existing Contractor-developed software, YHI anticipates that YHI will need to procure YHI's own licenses to the embedded or backbone COTS upon termination or expiration of the Contract. Vendor proposals must clearly delineate between the various types of software licenses that will be required to implement vendor's proposed solution during and after the Contract term.</p>
39	59	4.7.3	<p><i>“Provide reporting, record reconciliation, and test results from functional/system /load/ operations readiness/parallel testing and any other testing as requested and required by YHI” -</i></p> <p>Will YHI allow us to access the systems in FFM technology platform to perform Parallel testing? Or should the Offeror host all the</p>	<p>The Contractor will be required to host all systems in the Contractor's environment created for this RFP, while working closely with YHI's federal partners for migration from the FFM.</p>

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			systems in Offeror's environment created for this RFP?	
40	60	4.8.1	Will YHI provide any test data for Exchange Testing?	No. The Offeror shall be responsible for conceiving test data or acquiring test data from the Federally Facilitated Marketplace (FFM).
41	60	4.8.1	As per our understanding, system testing focuses primarily on system functionalities. However, It is mentioned in System testing write up that "These tests must use a sample of preliminary converted files, security testing, workflow testing, and usability testing." Can YHI please clarify on the expectation with regards to security testing, workflow testing and usability testing in the context of the statement above?	System testing should occur in an environment that mimics operational conditions closely and should be ongoing. YHI expects that the proposed solution may include several components and some system testing may occur prior to all components being fully-functional and integrated. It is in this context that system testing may include samples of security testing, workflow testing and usability testing.
42	60	4.8.1	Is multilingual testing applicable? If yes – Could you please confirm on the number and the name of the languages that need to be supported?	Customer Support functions should be available in English and Spanish.
43	60	4.8.1	Please provide the list of systems present upstream and downstream in SBM technology platform? (Some details on each system will help us. This will help us in estimation of interactions required with SBM technology platform)	Systems within the scope of this project are described in Table 4-1, Section 5 and Appendix L of the RFP. Current systems operating in relation to the SBM are described in Section 3.
44	61	4.8.1	Please provide the anticipated total number of State systems and external partners which the exchange needs to interface with.	YHI estimates that there will be approximately 40 core business users of the system. Further, YHI estimates that there will be approximately 400 agents/brokers and approximately 150 Navigators and

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				Assistors.
45	61	4.8.1	Performance Testing – does it include load and stress testing? Also is Endurance testing in scope?	Performance testing should include load and stress testing.
46	61	4.8.1	What are the volumetric projections for the next few quarters/years? What is the short term and long term plan on the increase in business with respect to number of users?	YHI does not have this information at this time.
47	63	4.8.1.6	<p><i>“The Contractor shall produce and deliver UAT test cases, developed in partnership with YHI subject matter experts. “ –</i></p> <p>Is test execution part of the scope in UAT for the Offeror?</p>	Yes, the Contractor is expected to execute UAT testing alongside YHI staff and appointed stakeholders.
48	66	4.9	Question: We assume that the training material developed by the QSSI team will not include training material for Eligibility Rules and Financial Management. Can YHI please validate?	Training materials developed for the SBM does not need to include eligibility or financial management determinations.
49	68	4.9.1.4	YHI has requested for a Train the Trainer, instructor led training approach. Would a Web Based Training (WBT) approach or a hybrid web-based + instructor-led training approach also be considered?	YHI will not accept a pure Web Based Training (WBT) approach, but will consider a hybrid approach with instructor-led training as the main source of training and WBT options available as training progresses.
50	69	4.9.1.7	<p>“After the one (1)-year period, the Contractor is then expected to conduct ad hoc training, as necessary, and continue to update online training materials.”</p> <p>Question: We assume that training will be provided for each option year and all costs associated will be included in the Firm Fixed</p>	Training should be provided for each year at the Firm Fixed Price through December 31, 2018. However, YHI expects that post-implementation training should not significantly exceed the twenty (20) refresher courses stated in Section 4.9.1.7 of the RFP.

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			Price, please confirm.	
51	69	4.9.1.8	<p>Related to the previous question: This section states that the activities listed will be reported on “throughout the training effort.”</p> <p>Question: Per previous question, we assume training will be conducted for each of the 5 years, please confirm.</p>	Training should be provided for each year at the Firm Fixed Price through December 31, 2018. However, YHI expects that post-implementation training should not significantly exceed the twenty (20) refresher courses stated in Section 4.9.1.7 of the RFP.
52	71	4.10.1.2	It is our understanding that the “authority to operate” is an optional step for states to undertake. We are aware of other states that have not undertaken this process. We’re happy to assist in obtaining such ATO authority of course but would like to ask if you see this as mandatory.	YHI will require the Authority to Operate (ATO), based upon the CMS Exchange Life Cycle. The Contractor will be required to assist YHI in obtaining the ATO, as described in Section 4.10.1.2 of the RFP.
53	73	4.10.1.5	Does the YHI expect the vendor to establish Data Use and Security Agreements with other agencies or other parties, or will the vendor be responsible for assisting the YHI in developing these agreements and the actual agreements will be between the YHI and the other agencies?	The Contractor will be responsible for supporting YHI’s efforts to establish Data Use and Security Agreements with agencies.
54	74	4.10.1.9	Does YHI intend to negotiate the SLAs with the successful Offeror?	YHI's deadlines and service levels are based on regulatory and operational requirements. YHI has every reason to work with the Contractor to correct conditions that lead to accrual of liquidated damages for delay or failure to meet service levels. Except as amended by the response to question 129, YHI believes that the interpretation, dispute resolution, and indemnification provisions reflect (i) a

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				reasonable balance of risk between YHI and contractor and (ii) YHI's responsibility to protect public resources.
55	83	4.11.1.8	Do the Customer Support functions (Technical Help desk) or any web sites need to be available in languages other than English?	Customer Support functions should be available in English and Spanish.
56	83	4.11.1.8	What languages, if any, are required in addition to English?	Customer Support functions should be available in English and Spanish.
57	83	4.11.1.8	What CRM/ incident tracking system would be used by the agents? Can YHI please provide clarity?	CRM is required as functionality as described in Table 4-1 and Appendix L of the RFP.
58	83	4.11.1.8	We assume there is no requirement of Computer Telephony Integration (CTI). Please confirm.	IVR and Call Center fall outside the scope of this RFP.
59	83	4.11.1.8	Our understanding is that the Offeror needs to service technical requirements of internal staff for YHI and not the external customer base. Please advise.	The Contractor will be required to provide technical assistance on the solution for both internal and external staff as a part of the Technical Help Desk.
60	83	4.11.1.8	If any other languages apart from English are required, please provide the volumes basis language split.	Customer Support functions should be available in English and Spanish. Estimations for volume basis language splits are not known at this time.
61	84	4.11.1.12	Is YHI open to the option of the solution being hosted outside the state of Idaho?	Yes, as long as the pricing model proposed conforms to the general instructions of cost proposal submissions.
62	91	4.12	We assume no Enhancements will occur in the base year and will occur only in the option years, please confirm.	YHI can confirm that Enhancements will not occur in the contract base year.
63	97	4.13.2	During Turnover, does the Offeror need to handover software license and hardware infrastructure to YHI?	YHI does not expect the Offeror to hand over hardware infrastructure. YHI expects that third-party COTS incorporated into the YHI solution will be licensed to YHI. As for

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64	98	5.2.1	<p>We understand that the YHI intends to leverage the IDHW's implementation of the Oracle Policy Automation product as the rules engine for the Exchange. Based on our understanding of the Oracle Policy Automation product, there are several prerequisites required to run the solution. Such functionality includes a Web Application Service, Database Platform, Java Virtual Machine, SOA/BPM platform, Policy Automation Modeling tools, and potentially an ERP/CRM system. Has IDHW implemented</p>	<p>IDHW will provide the necessary technical means for the Offeror to utilize the OPA. Tasks related to IDHW's work to enable this integration is not within the scope of this RFP</p>

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			these pre-requisite products at this time? If so, please provide information on the implemented products (name, version) and whether these will also be available to be used as part of the YHI Exchange implementation.	
65	98	5.2.1	Please describe the current implementation(s) of the Oracle OPA solution in the State as well as describe the expectations for this current proposed project?	IDHW is in the process of implementing the OPA, however this implementation process and tasks related to IDHW's work to enable the YHI solution's integration is not within the scope of this RFP.
66	98	5.2.1	The RFP indicates the YHI intention to use Oracle's Policy Automation rules engine to perform eligibility determinations. Would YHI consider a solution from IBM that has been implemented in several US State's running state based exchanges and/or using the federal exchange utilizing out of the box eligibility determination capabilities and one which also includes the actual eligibility rules that have been developed based on guidelines from US CMS to meet the requirements set forth in Table 4-1.	Offeror's are welcome to propose alternate eligibility solutions to what is described in the RFP, however an Offeror's proposal must address the requirement as it exists in the RFP as written and amended. If proposing a different solution outside of what is requested, Offeror's will be expected to provide adequate details to describe the alternative and YHI further will expect Offeror's to demonstrate the cost effectiveness of proposing a different solution.
67	98	5.2.1	How many YHI and State of Idaho employees will require access to the Exchange for the purposes of manual verifications, case management, account management, appeals and other related functions?	YHI estimates that there will be approximately 40 core business users of the system. Further, YHI estimates that there will be approximately 400 agents/brokers and approximately 150 Navigators and Assistors.
68	98	5.2	In Section 5.2 Functional Solution, the Exchange stated that "Offeror's are expected to provide detailed descriptions of how their solutions will perform the business functions	Offeror's will be expected to provide a detailed description of their functional solution in addition to the response to Appendix L in Tab 9 of their response.

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			and adhere to YHI’s overall vision.” However based on the requested response sections, it is unclear which section this content goes in. Please clarify which section of the response the solution overview is in or if this is up to the discretion of the Offeror’s?	
69	100	5.2.6	How many community partner users (Navigators, Assistors, Agents/Brokers) will require access to the system?	YHI estimates that there will be approximately 40 core business users of the system. Further, YHI estimates that there will be approximately 400 agents/brokers and approximately 150 Navigators and Assistors.
70	100	5.2.8	What would be the expected number of Users - Strategic, Tactical and Operational Users of the reporting system?	YHI estimates that there will be approximately 40 core business users of the system. Further, YHI estimates that there will be approximately 400 agents/brokers and approximately 150 Navigators and Assistors.
71	100	5.2.8	How many years of data have to be loaded/maintained in the data warehouse?	YHI does not currently intend for there to be a time limit on data in the warehouse.
72	100	5.2.8	Will the administrative/Configuration task related to Reporting/Data warehouse come under scope?	YHI does not understand this question.
73	102	5.3.1.4	Please clarify specific law or act with reference to section 405 with regard to accessibility requirements.	The law in question is the Americans with Disabilities Act and the reference to section 405 is in error. It should read section 508.
74	104	6.2	Would YHI please confirm the shipment address of 714 West State Street, Boise Idaho 83702?	Yes, this address is correct.
75	105	6.2	“Files shall not be password-protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the	YHI approves of the method proposed in the question for encryption of a flash drive.

Question #	RFP Page #	RFP Section #	Question	Response
			<p>contents.”</p> <p>Question: QSSI has been instructed by our Corporate Information Security Officer to exercise good practice in data protection and transmission by means of protecting the entire flash drive with a password, which then will be disclosed to your designated Person of Contact in a secure manner. Will YHI please provide approval of this method? If not, please provide your instruction on how we can securely submit the Proposal files?</p>	
76	105	6.2	<p>There is a reference to Appendix P but we believe the correct reference should be Appendix O.</p> <p>Question: Will YHI please validate this assumption?</p>	Appendix O is correct.
77	105	6.3	<p>Would YHI please confirm the "Corporate Charter" number is the "C#####" listed in our Certificate of Authority issued by the Idaho Secretary of State?</p>	Yes, this number is correct.
78	106	6.3	<p>“A statement that the Offeror has acknowledged and accepts the terms found in the YHI Security Standards for Third Parties (Appendix D).”</p> <p>Observation: We cannot find a reference to security standards for Third Parties in Appendix D.</p> <p>Question: Will YHI please provide the correct</p>	Please disregard this item.

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			reference to the appendix?	
79	106	6.3	Is the reference to Appendix D in the bullet stating "A statement that the Offeror has acknowledged and accepts the terms found in the YHI Security Standards for Third Parties (Appendix D)" correct? Appendix D is the Contractor Certifications. Will YHI please provide the referenced standards document for review?	Please disregard this item.
80	107	6.6.1	With respect to the final bullet in this section, "Professional accreditations pertinent to the services provided by this RFP," please provide clarification on the nature of the professional accreditations that YHI would like vendors to provide?	Offeror's should provide professional accreditations they deem relevant. PMP is an example.
81	108	6.6.3	RFP confirms Corporate Reference should be submitted on the form included in Appendix K. We believe the correct appendix to use for submitting corporate references information is Appendix I. Question: Will YHI please confirm?	Appendix I is correct.
82	109	6.6.4	If the proposing vendor is a private partnership, that does not have audited financial statements or file corporate financial information such as 10-K, in order to meet the needs of this RFP, please verify that it is acceptable for the vendor to provide unaudited financial information that addresses information relating to liquidity, assets, liabilities, equity, working capital, current ratio and net revenue for our organization. In addition, the proposing vendor will also share	Yes, this is acceptable.

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			a privately placed debt rating provided independently by the National Association of Insurance Commissioners (NAIC), a nationally recognized credit rating agency. To further demonstrate the financial standing of the organization, we can also provide a reference letter from a private bank on their letterhead with information regarding our financial stability, and a copy of the Dun and Bradstreet financial report. Please confirm this is acceptable?	
83	110	6.7.4	Is YHI flexible with the requirement to collect 3 references for each of the key personnel?	No, YHI requires 3 references for each of the key personnel.
84	111	6.9	Please confirm the reference to July 2013 should be July 2014.	The correct date is July 2014.
85	111	6.9	RFP requires a Work Plan and Schedule. Will YHI please confirm: 1) Are Work Plan and Schedule two separate documents? 2) We assume Work Plan is the Work Breakdown Structure (WBS). 3) Should Offeror's submit WBS and Schedule in Microsoft Project file?	1) No, they can be the same document. 2) Correct. 3) Offeror's can submit as a Microsoft Project file, but must also submit as a PDF.
86	111	6.9	RFP mentions that Offeror's are expected to develop and test the federally mandated functionality in the solution prior to start date of July 2013. Question: Will YHI please validate this milestone date?	The correct date is July 2014.
87	111	6.9	Paragraph 6.9 states that "...The proposed Work Plan and Schedule must show the ability of the Offeror to develop and test the	The correct date is July 2014.

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			federally mandated functionality in the solution prior to start of July 2013..." Because this date has passed, would YHI please amend the month and year in this reference to reflect the correct month and year?	
88	113	7	Would YHI be open to a software licensing model for COTS solutions providers where the software license requires an initial payment prior to installation?	Yes, as long as the pricing model proposed conforms to the general instructions of cost proposal submissions.
89	114	7.3	The RFP has provided a response option for defining 'Alternative Cost Proposals'. Can you provide the metrics, i.e., number of members; vendors should use to allow for comparable pricing from the vendors?	YHI estimates that approximately 80,000 individuals will enroll in coverage through the marketplace in its first year of operation and that approximately 10% more will enroll the following year. YHI estimates that there will be approximately 40 core business users of the system. Further, YHI estimates that there will be approximately 400 agents/brokers and approximately 150 Navigators and Assistors.
90	115	7	The table for Maintenance & Operations pricing includes "Personnel and Labor (Pre-Paid Modification/Enhancements – 5,000 hrs.)". Please confirm that this bucket of 5000 hours is total overall for the M&O duration of the contract.	Yes, the 5,000 hours is total for the duration of the M&O contract.
91	116	7	The Key Personnel position of 'Account Manager' is not listed in the Hourly Rate Sheet. Does YHI require the hourly rate of the proposed Account Manager to be provided as part of this mandatory requirement?	Yes, please include and hourly rate of the proposed Account Manager.

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92	118	7	Payment Schedule. The deliverables-based payment schedule outlined in the table beginning on Page 118 or the RFP does not include any provisions for one time COTS software costs. Is YHI open to adding a payment milestone for software “upon delivery”, which is consistent with industry standard practices?	Yes, YHI is open to considering the addition of this payment milestone.
93	118	7.3	Development: Unit Test Results (4th bullet point) Observation: The above RFP statement requires the contractor to include unit testing as part of development activity; however, other sections require listing it as a testing activity. Question: Will YHI please clarify whether unit testing should be classified as development or testing activity?	For the cost proposal, unit testing should be a requirement of the development activity. Please include it in the pricing of Development in Price Sheet A.
94	118	7.3	Observation: The payment schedule excludes sections 4.11 – 4.13. Question: Should the contractor add these sections as part of our payment schedule? If so, at what percentages?	No, because testing is part of the development.
95	121	8.3.2	Table 8-1 presents the point distributions for Technical and Cost proposals. Please clarify how the following Tabs (which are not included in the Table) will be scored: Tab 1 – Transmittal Letter Tab 2 – Mandatory Requirements Checklist Tab 6 – Project Management and Control	Tabs 1, 2, 6, and 7 will be scored Pass/Fail.

Question #	RFP Page #	RFP Section #	Question	Response
			Tab 7 – Work Plan	
96	122	8.3.2.2	In the Corporate Experience scoring, is the financial condition information required in the Corporate Experience section of the response not included as part of the criteria? If it is, please provide a scoring breakdown noting the minimum criteria requirements to achieve the 150 points possible.	YHI considers section 8.3.2.2 of the RFP complete.
97	122	8.3.2.5	In your guiding principles, you clearly state YHI's desire to have a higher quality and lower cost than any other SBM in the country. We agree and applaud your strategic direction in this RFP. Consistent with these guiding principles, will the evaluation process favorably view solutions that exceed requirements in selected areas (thus reducing the need for change orders in the future)?	As described in Section 8, YHI will conduct a comprehensive evaluation of the proposed solutions in order to determine which proposal provides the best technical option at the most advantageous cost to YHI.
98	123	8.3.2.6	<p>“The Proposal Review Team will score each Offeror’s response with higher scores given to Offeror’s that specifically detail their approach to ensuring that proper privacy and security is maintained in accordance with YHI, State of Idaho and federal requirements.”</p> <p>Questions: Are there any other State of Idaho and YHI specific privacy and security standards, apart from the ones listed in RFP section 4.10.1.11, that proposed solution needs to adhere to?</p>	YHI considers section 8.3.2.6 complete.
99	125	9.1, 9.2 and 9.2.1	Can YHI please specify which terms and conditions are required by CMS and/or the ACA to be incorporated by reference into the	YHI considers sections 9.1 and 9.2 complete.

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			Contract per Section 9.1 of the RFP?	
100	125	9.1, 9.2 and 9.2.1	Can YHI please specify which federal and state laws, rules and regulations Contractor must comply with (as they exist or are subsequently amended) per Section 9.2.1 of the RFP?	YHI considers sections 9.1 and 9.2 complete.
101	125	9.1, 9.2 and 9.2.1	As the Contractor must offer indemnity for damages resulting from Contractor's breach of contract per Section 9.11.1 of the RFP with contractual terms and conditions (including applicable law per Section 9.2 of the RFP), what additional protections (if any) is YHI seeking by requesting indemnification for non-compliance of laws in Section 9.2.1?	Section 9.2.1 emphasizes that non-compliance with laws is considered a breach of contract and can give rise to an indemnification claim under Section 9.11.
102	125	9.1, 9.2 and 9.2.1	If a Contract provision is not in conflict with federal ACA statutes, regulations or CMS policy at time of execution, but, later becomes in conflict with a subsequent amendment, will such amendment also be incorporated by reference?	Yes.
103	125	9.1, 9.2 and 9.2.1	If such revisions materially impact the scope, timing or price of deliverables, will Contractor be entitled to equitable adjustment using change orders?	YHI considers sections 9.1 and 9.2 complete.
104	125	9.1, 9.2 and 9.2.1	If future amendments to federal ACA statutes, regulations or CMS policies are not in conflict with Contract provisions, but, merely add to or supplement requirements, will such amendments also be incorporated by reference into the Contract?	YHI considers sections 9.1 and 9.2 complete.
105	125	9.1, 9.2 and 9.2.1	Does YHI intend that revisions to applicable law which are incorporated by reference which materially alter the scope, timing or	YHI intends for the Contractor to provide a solution that will be built and maintained in compliance with law. Changes to laws or

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			price of deliverables will be subject to equitable adjustment via change order, or, alternatively, would such revisions allow Contractor to terminate for convenience if Contractor believes they cannot reasonably comply?	regulations do not constitute changes or change orders and will not entitle Contractors to price adjustments in the cost of deliverables or maintenance and operations fees.
106	125	9.1	Can YHI provide a list of CMS and ACA "mandated terms" it intends to include in a contract?	YHI expects the Contractor to provide this list; YHI will validate.
107	125	9.2.1	Please provide an example of a state or federal law, regulation or policy for which YHI would seek indemnification under this provision? Will all applicable laws, regulations and policies be referenced in the contract?	YHI considers sections 9.1 and 9.2 complete.
108	126	9.3.1	Will YHI include language in the contract specifying that YHI will pay Contractor for work performed up to the date of the Stop Work Order as well as for any transition services provided as a result of the Stop Work Order?	Payment under the Contract will be based on deliverables, as stated in Section 9.4. With regard to termination: Within the guidelines provided in the RFP, the Contract will detail the specifics of YHI's termination rights and the effects of termination.
109	126	9.3.1	Please describe the range of circumstances in which YHI would issue a stop-work order.	Reasons for issuing a stop work order include, but are not limited to, a lack of federal funding, a change in federal regulations, and/or the Contractor failing to satisfactorily perform its contractual duties and responsibilities.
110	126	9.3.2	Cancellation or Expiration of the Order, states that "[i]f 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	Section 9.3.2 is hereby amended by deleting the final paragraph in its entirety.

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			otherwise.” (This language should be clarified. It suggests that if a stop work order remains in effect, and the work has been terminated because of a default, reasonable costs will be awarded, which seems at odds with the notion that the work was terminated because of a default.)	
111	126	9.3.1	Could you please describe the typical scenarios in which you would initiate a stop work order to help us understand the underlying intent of this section more clearly?	Reasons for issuing a stop work order include, but are not limited to, a lack of federal funding, a change in federal regulations, and/or the Contractor failing to satisfactorily perform its contractual duties and responsibilities.
112	127	9.3.3	Will YHI consider adding a requirement for a reasonable prior notification period if YHI elects to terminate the Contract for convenience under Section 9.3.3.3? Will YHI add a cure period for Termination for Default under Section 9.3.3.2 or agree that Termination for Default shall only be for material breach of Contract?	Within the guidelines provided in the RFP, the Contract will detail the specifics of YHI's termination rights and the effects of termination.
113	127	9.4	Will YHI agree to provide a timeframe for which it will be obligated to pay undisputed invoices regardless of any cash flow issues, or, does YHI intend that any obligation to pay contractor within specified timeframes is conditional?	YHI will pay the Contractor's invoices within 45 days of YHI's written acceptance of the associated deliverables. This period may be extended if cash flow limitations due to the reliance on release of federal grant funds arise. The extension timeframe will be determined by YHI.
114	127	9.3.3.3	Will YHI include language in the contract specifying that YHI will pay Contractor for work performed up to the date of the	Within the guidelines provided in the RFP, the Contract will detail the specifics of YHI's termination rights and the effects of

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			termination for convenience notice as well as for any transition services provided as a result of the Stop Work Order?	termination.
115	127	9.4	Would YHI consider net 30 payment terms? Can there be more specificity around delaying payment for lack of funding? Will YHI notify the Offeror that federal grant funds are limited so that Contractor may mitigate its exposure?	At this time, the language in the RFP stands.
116	128	9.4.1	Will YHI consider assessing 10% withhold on deliverables tied to phase and release all such withhold upon acceptance of applicable phase?	At this time, the language in the RFP stands.
117	128	9.4.1	On the 10% contract withhold amount, would YHI be open to negotiations regarding a final milestone instead of reducing each of the individual delivery milestones by 10%?	At this time, the language in the RFP stands.
118	129	9.5.1	Will YHI consider adding a cap to Liquidated Damages allowable under the Contract, requirement for root cause analysis when assessing failure or prohibition on cascading/consequential damages resulting from LDs?	YHI's deadlines and service levels are based on regulatory and operational requirements. YHI has every reason to work with the Contractor to correct conditions that lead to accrual of liquidated damages for delay or failure to meet service levels.
119	129	9.5.2	System Liquidated Damages. Contractor is required to submit a monthly performance report card with regard to all Key Performance Indicators no later than the 10th of the month with out-of-bounds metrics visually highlighted in the report. Please clarify the term "out-of-bounds metrics visually highlighted".	"Out-of-bound" metrics violate the SLAs.
120	131	9.7	Please provide any additional criteria related	YHI considers section 9.7 of the RFP

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			to the preference for businesses in Idaho.	complete.
121	132	9.8.1	Does YHI intend the phrase "all ideas presented in any proposal" within the first sentence of Section 9.8.1 to mean that YHI will receive all Intellectual Property ownership rights to software presented as part of the solution? This would preclude Offeror's from proposing COTS software solutions	Section 9.8.1 grants YHI certain rights in the proposals only and does not confer rights in any intellectual property that is not included in the proposal itself.
122	132	9.8.1	Please provide clarification around intent of YHI to "monetize, license, seek patent protection for and otherwise exploit" ideas presented in the proposals. How will YHI ensure that Offeror's proprietary information is protected?	Offeror's should protect proprietary information by using the notice of objection procedure set forth in Section 9.8.1. Also, Section 9.8.1 grants YHI certain rights in the proposals only and does not confer rights in any intellectual property that is not included in the proposal itself.
123	132	9.8	How will YHI ensure that Offeror's pre-existing intellectual property is protected and remains owned by the Offeror? With respect to COTS or SaaS software owned and licensed by an Offeror, will YHI accept contractual language stating that the Offeror retains ownership of such software?	YHI does not expect the Offeror to hand over hardware infrastructure. YHI expects that third-party COTS incorporated into the YHI solution will be licensed to YHI. As for pre-existing Contractor-developed software that Contractor incorporates into the YHI solution, YHI expects that Contractor will provide YHI with (i) a perpetual license to the version of the software in use by YHI at the time of Contract expiration and termination and (ii) executable versions of the software along with documentation. As for third-party COTS that are embedded into, or that provide the backbone to, pre-existing Contractor-developed software, YHI anticipates that YHI will need to procure YHI's own licenses to the embedded or

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				backbone COTS upon termination or expiration of the Contract. Vendor proposals must clearly delineate between the various types of software licenses that will be required to implement vendor's proposed solution during and after the Contract term.
124	132	9.8.1	Ownership of Documents. Appears to limit "proprietary information" to that which is evidenced by a filed U.S. Patent application. Is there any provision for protecting proprietary information that is not necessarily of this type?	Section 9.8.1 provides that an Offeror may, by a proper notice of objection, protect (i) proprietary information embedded in pre-existing, filed patent applications and (ii) information, such as a trade secret, not known to YHI before submission of the proposal and that does not become known to YHI through other sources.
125	132	9.8.3	Please confirm that the following are excluded from this Section: (1) third-party software and other IP, and (2) proprietary software and other IP of the Offeror which pre-existed the Contract to be entered into pursuant to this RFP.	Section 9.8.3 excludes rights in pre-existing intellectual property and intellectual property not developed in connection with the Contract.
126	133	9.9.1	Is YHI open to adapting the Order of Preference language in the contract be revised to indicate the contract takes precedence over the RFP?	Yes, as stated in section 9.9.1 of the RFP, the Contract will take precedence over the RFP. If there is a conflict of language in any components in the Contract, the RFP shall govern.
127	134	9.9.5 and 9.9.6	Would YHI consider an exception to its requirement in Sections 9.9.5 and 9.9.6 that Contractor must bear all expenses of litigation including attorney fees if the Contractor ultimately prevails in said litigation, or, alternatively, that each party bear their own	Except as amended by the response to question 129, YHI believes that the interpretation, dispute resolution, and indemnification provisions reflect (i) a reasonable balance of risk between YHI and contractor and (ii) YHI's responsibility to

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			costs/expenses of litigation?	protect public resources.
128	134	9.9.5 and 9.6	Will YHI accept mutual cost of litigation and attorney fees provisions? If not, will YHI omit these provisions from the contract?	Except as amended by the response to question 129, YHI believes that the interpretation, dispute resolution, and indemnification provisions reflect (i) a reasonable balance of risk between YHI and contractor and (ii) YHI's responsibility to protect public resources.
129	135	9.11.1	If YHI believes Contractor's liability for intentional, reckless or negligent conduct should not be limited in any way per Section 9.11.3, will YHI agree to limit indemnification Contractor must offer for performance under the Contract in 9.11.1 to only claims, losses, damages for personal injury/death to those negligently, recklessly and/or intentionally caused by Contractor and not otherwise?	Section 9.11.3 of the RFP is amended in its entirety as follows: "Contractor's total liability to YHI will be limited to the fees paid by YHI to Contractor, except as follows: (i) no limit exists on Contractor's liability related to (A) failure to safeguard the privacy and security of personally identifiable information, (B) intentional or reckless conduct of the Contractor, (C) punitive damages, (D) infringement of intellectual property rights; and (ii) the calculation of Contractor's total liability to YHI excludes liquidated damages payments by Contractor to YHI under any provision of the Contract."
130	135	9.10	Conflict of Interest: Can YHI provide an example of conduct it would consider a conflict of interest under this provision?	YHI considers section 9.10 of the RFP complete.
131	136	9.11.3	Will YHI consider a limitation which caps liability under the contract generally at 1X of the value of the contract but with specific exceptions for all damages caused by Contractor's intentional or reckless conduct, breach of HIPAA (or other applicable federal	Section 9.11.3 of the RFP is amended in its entirety as follows: "Contractor's total liability to YHI will be limited to the fees paid by YHI to Contractor, except as follows: (i) no limit exists on Contractor's liability related to (A)

Question #	RFP Page #	RFP Section #	Question	Response
			<p>law), confidentiality and Intellectual Property (for example)?</p> <p>Will YHI consider a general prohibition on consequential and punitive damages (again subject to specific exceptions to be mutually agreed upon)?</p>	<p>failure to safeguard the privacy and security of personally identifiable information, (B) intentional or reckless conduct of the Contractor, (C) punitive damages, (D) infringement of intellectual property rights; and (ii) the calculation of Contractor's total liability to YHI excludes liquidated damages payments by Contractor to YHI under any provision of the Contract."</p>
132	135	9.11.1	<p>Are any of the various indemnity provisions open to negotiation?</p>	<p>Except as amended by the response to question 129, YHI believes that the interpretation, dispute resolution, and indemnification provisions reflect (i) a reasonable balance of risk between YHI and contractor and (ii) YHI's responsibility Section 9.11.3 of the RFP is amended in its entirety as follows: "Contractor's total liability to YHI will be limited to the fees paid by YHI to Contractor, except as follows: (i) no limit exists on Contractor's liability related to (A) failure to safeguard the privacy and security of personally identifiable information, (B) intentional or reckless conduct of the Contractor, (C) punitive damages, (D) infringement of intellectual property rights; and (ii) the calculation of Contractor's total liability to YHI excludes liquidated damages payments by Contractor to YHI under any provision of the Contract."</p>
133	136	9.11.3	<p>Will YHI negotiate a mutually agreeable indemnification provision with the successful</p>	<p>Except as amended by the response to question 129, YHI believes that the</p>

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			Offeror? Will YHI accept a provision that excludes consequential damages? Will YHI accept a limitation of liability provision tied to a percentage of the total contract value?	interpretation, dispute resolution, and indemnification provisions reflect (i) a reasonable balance of risk between YHI and contractor and (ii) YHI's responsibility Section 9.11.3 of the RFP is amended in its entirety as follows: "Contractor's total liability to YHI will be limited to the fees paid by YHI to Contractor, except as follows: (i) no limit exists on Contractor's liability related to (A) failure to safeguard the privacy and security of personally identifiable information, (B) intentional or reckless conduct of the Contractor, (C) punitive damages, (D) infringement of intellectual property rights; and (ii) the calculation of Contractor's total liability to YHI excludes liquidated damages payments by Contractor to YHI under any provision of the Contract."
134	136	9.11.3	Is the unlimited liability provision open to negotiation upon award? If so, what will be YHI's starting point for negotiating the provisions and the cap?	Section 9.11.3 of the RFP is amended in its entirety as follows: "Contractor's total liability to YHI will be limited to the fees paid by YHI to Contractor, except as follows: (i) no limit exists on Contractor's liability related to (A) failure to safeguard the privacy and security of personally identifiable information, (B) intentional or reckless conduct of the Contractor, (C) punitive damages, (D) infringement of intellectual property rights; and (ii) the calculation of Contractor's total liability to YHI excludes liquidated damages

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				payments by Contractor to YHI under any provision of the Contract."
135	137	9.13	Can YHI provide a scenario or illustration as to where this would be necessary?	YHI considers section 9.13 of the RFP complete.
136	137	9.12	Will YHI accept a mutual confidentiality and non-disclosure provision that protects both parties information?	YHI will accept a reasonable limitation on use and disclosure of Contractor's confidential information. For this purpose, YHI retains sole discretion to determine what constitutes a "reasonable limitation."
137	137	9.14	Please list the "administrative or other requirements" that YHI would like Contractor to assume full responsibility for.	YHI considers section 9.14 of the RFP complete.
138	139	9.16	Can the State clarify how the 90-day period of services at "no cost" will tie to the breach of the performance warranty? Will Offeror's be notified and given an opportunity to cure any perceived quality issues before the penalty is assessed?	Under Section 9.16, the Contractor will have a 90 day period to cure a breach of performance and Contractor will not be compensated for services required to cure the breach. If Contractor is unable to cure the breach, Contractor will be required to refund all fees received for the defective performance.
139	129, 130	9.5	Is YHI open to negotiating a maximum limit to the liquidated damages or other damages payable by the Offeror?	Section 9.11.3 of the RFP is amended in its entirety as follows: "Contractor's total liability to YHI will be limited to the fees paid by YHI to Contractor, except as follows: (i) no limit exists on Contractor's liability related to (A) failure to safeguard the privacy and security of personally identifiable information, (B) intentional or reckless conduct of the Contractor, (C) punitive damages, (D) infringement of intellectual property rights; and (ii) the calculation of Contractor's total

Question #	RFP Page #	RFP Section #	Question	Response
				liability to YHI excludes liquidated damages payments by Contractor to YHI under any provision of the Contract."
140	129, 130	9.5	Can the deliverable delay related liquidated damages be made to be applicable only to the overall implementation date instead of being applicable to intermediate deliverables?	At this time, the language in the RFP stands.
141	135, 136	9.11	Is YHI open to negotiating a maximum limit to the liability of the Offeror?	Section 9.11.3 of the RFP is amended in its entirety as follows: "Contractor's total liability to YHI will be limited to the fees paid by YHI to Contractor, except as follows: (i) no limit exists on Contractor's liability related to (A) failure to safeguard the privacy and security of personally identifiable information, (B) intentional or reckless conduct of the Contractor, (C) punitive damages, (D) infringement of intellectual property rights; and (ii) the calculation of Contractor's total liability to YHI excludes liquidated damages payments by Contractor to YHI under any provision of the Contract."
142	135-136	9.11.1	The first two paragraphs seem to provide for the same indemnification provisions (unlimited indemnity for losses/damages resulting from Contractor's performance of the Contract). What distinctions does YHI see and what is YHI's intent with respect to indemnification?	The first paragraph of Section 9.11.1 provides indemnity for claims by subcontractors and agents of Contractor. The second paragraph of 9.11.1 provides indemnification from claims related to death, personal injury, or property damage. YHI's deadlines and service levels are based on regulatory and operational requirements. YHI has every reason to work with the Contractor to correct conditions

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				that lead to accrual of liquidated damages for delay or failure to meet service levels. Please also see response to question 129.
143	15	Appendix F	The RFP says “Umbrella follow-form coverage for the coverages listed above with limits of no less than \$10,000,000. The umbrella follow-form coverage shall also...” As per our understanding, coverages in above sentence refers to “General Liability Coverages”. Please confirm.	Appendix F requires Contractor to maintain the following insurance: (i) commercial general liability; (ii) worker's compensation; (iii) errors and omissions; (iv) data breach and cyber liability; and (v) follow-form umbrella coverage for all four of the preceding coverages.
144	15	Appendix F	Please verify that the minimum \$10M Umbrella coverage is in addition to the coverage limits itemized in Appendix F: Insurance. For example, in the instance of a liability event relating to an error or omission, is it your desire for the Offeror to have an E&O policy for \$5M plus an additional \$10M in Umbrella/Excess coverage for a total of \$15M? An alternative interpretation is that the Umbrella coverage would be needed on a "top off" basis to get to \$10M in this instance.	Umbrella coverage is intended to be in excess of the limits provided in the underlying policies. For example, \$10,000,000 in umbrella coverage and \$5,000,000 in errors and omissions coverage would provide an aggregate of \$15,000,000 in coverage.
145	N/A	Appendix L	Instructions for completing the Functional Requirements Matrix includes the requirement that the Offeror provide a response to each of the 10 Tabs listed. The description for the “Administrative Requirements” Tab are not included in Section 5 REQUIREMENTS, as are the requirements for the other 9 Tabs. Please provide a description of the required response for administrative requirements.	Administrative requirements include the vendor approach to managing data quality, security, and web analytics. It also includes YHI's requirements related to the management of user accounts within the system.
146	FM-28	Appendix L	Please describe the type of invoice sent to	The “invoice” described in FM-28 refers to

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			insurers. Will this invoice be for fees only? Please clarify how the fees are calculated?	a summary financial statement sent to issuers that details the premiums being remitted to the insurers from their customers in the SHOP marketplace including details about the user fee that has been subtracted from the overall total. User fee amounts will be set in policy by Your Health Idaho.
147	SH-40	Appendix L	As small business tax credit is not applicable on the plan cost, can the State please provide clarity on "adjusted final plan cost"?	This requirement is only required if the situation described is applicable.
148	TC-10	Appendix M	Technical Requirements and Offeror Response Matrix. Ref Code: TC-10. What are the designated timeframes?	YHI intends to determine mutually agreeable timeframes with the selected Offeror.
149	TC-15	Appendix M	Technical Requirements and Offeror Response Matrix. Ref Code: TC-15. Please define recovery point objectives.	24 hours.
150	TC-16	Appendix M	Technical Requirements and Offeror Response Matrix. Ref Code: TC-16. What are the recovery time objectives?	24 hours.
151	TC-34	Appendix M	Technical Requirements and Offeror Response Matrix. Ref Code: TC-34. Please define 'Conflict management'.	Conflict management was incorrectly capitalized. It refers to managing conflicts within the system data.
152	TC-41	Appendix M	Technical Requirements and Offeror Response Matrix. Ref Code: TC-41. What type of service is expected for Desktop Workstations?	The reference to desktop workstations should be stricken from this requirement.
153	TC-41	Appendix M	Technical Requirements and Offeror Response Matrix. Ref Code: TC-41. How many servers, network devices, peripherals and desktop workstations are within scope for this requirement?	The reference to desktop workstations should be stricken from this requirement.
154	TC-41	Appendix M	Please specify the in-scope locations.	The reference to desktop workstations

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				should be stricken from this requirement.
155	TC-41	Appendix M	What percentage of workstations is covered by warranty or service contract?	The reference to desktop workstations should be stricken from this requirement.
156	TC-41	Appendix M	What is the expected monthly on-site service volume?	The reference to desktop workstations should be stricken from this requirement.
157	Row 17	Appendix M, TC-13	Would annual SSAE16 reports satisfy this requirement for the whole facility/data center?	YHI would possibly consider annual SSAE16 reports as satisfying this requirement.
158	Row 24	Appendix M, TC-20	Recovery location for business users... Is this asking about a data center DR recovery location for the HIX system, or is this a reference to another DR requirement?	The recovery location described in this requirement is referring to data center disaster recovery location.
159	28-31	Appendix N	Are the service levels and associated liquidated damages in Appendix N open to negotiation?	YHI's deadlines and service levels are based on regulatory and operational requirements. YHI has every reason to work with the Contractor to correct conditions that lead to accrual of liquidated damages for delay or failure to meet service levels. Except as amended by the response to question 129, YHI believes that the interpretation, dispute resolution, and indemnification provisions reflect (i) a reasonable balance of risk between YHI and contractor and (ii) YHI's responsibility to protect public resources.
160	SLA 6	Appendix N	Is user support help desk providing live Tier-1 support 24x7 as described in the ID YHI Attachment 2 Technical Requirements Questions, TC-58?	Yes, user support help desk is required to provide live support as described in TC-58.
161	SLA 6	Appendix N	Please verify that failure of a single SLA in multiple instances (i.e. related to the same root cause) will not result in the corresponding	YHI's deadlines and service levels are based on regulatory and operational requirements. YHI has every reason to work

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			liquidated damage being levied multiple times. To our understanding, this is customary business practice.	with the Contractor to correct conditions that lead to accrual of liquidated damages for delay or failure to meet service levels. Except as amended by the response to question 129, YHI believes that the interpretation, dispute resolution, and indemnification provisions reflect (i) a reasonable balance of risk between YHI and contractor and (ii) YHI's responsibility to protect public resources. HI emphasizes that the service levels are based on YHI's legal and operational mandates. YHI has every incentive to work with the Contractor to ensure prompt correction of failures and to encourage solutions that avoid repeat or multiple failures from a single root cause.
162	31	Appendix N	Within the RFP there is mention of a help desk without additional details. Please clarify YHI's expectations of a help desk and what is expected to be provided by the awarded team.	The Technical Help Desk will field calls related to technical assistance with the SBM by YHI, consumers, agents, brokers, etc.
163	SLA 6	Appendix N	With respect to the requirements and the SLAs around user support, please verify that the application support desk will not be called directly by the end-users. It is our understanding that this RFP has no call-center or contact center scope and therefore, any system issues that are discovered by end-users will be escalated to the technical support desk by the call-center supporting the exchange or by other administrative staff.	Yes, this assumption is correct.
164	Administr	Attachment	"Provide the capability to perform periodic	YHI intends to determine mutually

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	ative	1	analysis of data for accuracy” – What are the analysis methodologies that YHI plans to use for determining accuracy? What will be the workflow if the accuracy is below the required threshold?	agreeable methodologies and corrective action process with the selected Offeror.
165	Consumer Assistance Tab	Attachment 1	Can YHI provide a clarification on the requirement for "scanning"? Can you provide a scenario or illustration?	YHI requires the capability for users to upload documents that have been previous scanned in a variety of formats as described in Appendix L.
166	EL-1, EL-15, EL-17, EL-26, EL-27, EL-32	Attachment 1	Please clarify: Is it YHI’s intent to leverage the services of an existing Systems Integrator for all eligibility systems integration and connectivity? Or do you expect this to be the responsibility of the awarded Exchange team? Or do you believe this is to be an effort between both teams?	Offeror’s will be expected to deliver on the requirements as stated in the RFP, which includes collaborating with IDHW resources to ensure integration and connectivity between the YHI and IDHW systems, however the Offeror will not be responsible for all aspects of the eligibility systems integration.
167	EL-32	Attachment 1	Will the IBES vendor ensure a common user experience and a “no wrong door” policy for eligibility applications and determinations?	While YHI and IDHW are committed to the concept of "no wrong door" there will not be a common user experience in all aspects of the eligibility process.
168	EN-9	Attachment 1	Can enrollees select plans from multiple issuers during a single enrollment?	No, YHI does not expect enrollees to select multiple plans in a single enrollment transaction.
169	Line CA-44	Attachment 1	Will YHI need a system and process to support continuous learning and periodic exchange certification?	Continuous learning and periodic Exchange certification as it relates to consumer assistance is not within the scope of this RFP.
170	Reporting	Attachment 1	The RFP says "Provide a business analytics solution that utilizes the data warehouse for business intelligence, predictive analytics, and reporting".	YHI expects Offeror’s to propose a solution that will meet the reporting requirements detailed in Appendix L.

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			Does YHI have a requirement for end-to-end data warehousing requirement or a DW layer to facilitate reporting? If YHI is looking for a complete data warehouse solution, what are the source systems from which data needs to be loaded into the data warehouse ?	
171	SH-49	Attachment 1	Can employees select plans for their family members from multiple issuers during a single enrollment?	No, YHI does not expect enrollees to select multiple plans in a single enrollment transaction.
172	Web Portal	Attachment 1	<p>The RFP says "Support Spanish language version for all web portal elements necessary to shop and enroll in QHPs."</p> <p>1. Will the exchange web interface only need to display static Spanish content or should the exchange web interface also allow users to enter text in Spanish language?</p> <p>2. Does YHI require communications/notifications sent to consumers to also support Spanish language?</p> <p>3. Is there any requirement for preparation of training materials, delivery of training and creation of system documentation in Spanish?</p>	<p>1. Users will not be allowed to enter text in Spanish. Static Spanish content is all that is required.</p> <p>2. Yes. Notices must be able to be sent in English and Spanish.</p> <p>3. Training material does not need to be in Spanish. 'Help content' related to a user using our system would need to be in Spanish.</p>
173	TC-23	Attachment 2	Please specify versions for mobile operating systems - Android / IOS / Windows / Blackberry which need to be supported in the proposed solution. Please also confirm whether the Response Time SLA requirements apply to Mobile Transactions also.	Generally prevalent mobile operating systems are expected to be supported in the manner described in the RFP. SLAs do not apply to mobile.
174	TC-23	Attachment 2	Does YHI want Health Insurance Exchange (HIX) Website experience to be optimized for various Mobile devices listed in Technical Requirement Document as TC-23?	YHI intends for the HIX website experience to be usable, but not necessarily optimized for use on mobile devices.

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175	TC-23	Attachment 2	Does YHI want to develop Thin Client (Mobile Web) Application or Thick Client Mobile Application (downloadable mobile application supporting each platform as mentioned in Technical Requirement Document as TC-23)? Please Confirm.	YHI does not intend for the development of a mobile app at this time.
176	TC-23	Attachment 2	Please suggest, if YHI is looking for all functionalities of the website to be present on mobile or only some specific set of use cases need to be considered. Please share, if there are any preferred set of use cases that needs to be rendered for Mobile.	YHI intends for the HIX website experience to be usable, but not necessarily optimized for use on mobile devices.
177	TC-6	Attachment 2	<p>The RFP says “Provide the ability to audit and log the network system/application and detailed user activity including data available to the user, data viewed by user, data downloaded by user, data uploaded by the solution, and all actions taken by user while in the system) in accordance with policy defined by the Exchange.”</p> <ol style="list-style-type: none"> 1. What does “log the network” mean? What information is expected to be seen in this log? 2. What is the extent of logging for “data available to the user”? For example, an employer may have access to all employee records. What should be logged in this case? 	The sentence should be read 'log (the network system/application and detailed user) activity'. The extent of logging in is limited to user activity within his user read/write access rights (modified/added/deleted) and audit trail functionality.
178	TC-72	Attachment 2	The RFP says "Support penetration testing from external Offeror's." Will the penetration testing be performed by a different team and is there any specific support required from the Offeror?	There is no specific support required from the Offeror. This requirement is intended to ensure that testing can be performed to evaluate system configuration, stability, security, and vulnerability, known and

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				unknown flaws. Also, YHI would possibly consider annual SSAE16 reports as satisfying this requirement.
179	TC-77	Attachment 2	The RFP says "Provide non-repudiation* as part of digital signature verification." Could you please provide specific use cases where a digital signature is required?	Digital signatures will be required for electronic enrollment applications in both the individual and SHOP marketplaces.
180	TC-79	Attachment 2	The RFP says "Support user exits" or a "pluggable authentication module" (PAM) to enable user transition between the solution and local systems that are authorized as third party connections to the solution". What are all the local systems considered for pluggable authentication? Are they all supposed to support Single Sign-on as well?	The primary system that would likely be considered for pluggable authentication is IBES. YHI and IDHW envision single sign-on between the two systems and request the capability to support this vision in the Offeror's solution.
181	TC-80	Attachment 2	The RFP says "Implement and support two-factor authentication (i.e. two kinds of evidence)". Is there any two factor authentication implemented for end user access to State's Systems today? If yes, can that be leveraged? Please share YHI's end user Two-Factor authentication requirements.	YHI does not currently have any two factor authentication implemented.
182	TC-47	Attachment 2	The RFP says "Provide a system with response times and transaction volume as defined by agreed upon SLA." – Can you please provide the expected volume and expected growth year over year for each of the below? 1. Average Number of enrollments per day 2. Number of concurrent users expected (max) 3. Number of transactions (search/updates) expected from the users per day 4. Number of updates expected from other	YHI estimates that approximately 80,000 individuals will enroll in coverage through the marketplace in its first year of operation and that approximately 10% more will enroll the following year.

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			systems	
183	N/A	General	Throughout the RFP, there are mentions of various J2EE application managed by the state which a potential vendor will need to integrate with. Can you define the specific architecture (application server, database, and if the tool is COTS based or custom developed.	The J2EE applications listed in Section 3 of the RFP are specific to IDHW systems which are provided for context for Offeror's and are largely out of scope for this RFP. The requirements that Offeror's are expected to meet are listed in Table 4-1, Section 5, and Appendix L.
184	N/A	General	Is the Offeror expected to provide incoming and outgoing mailroom operations (E.g. printing and shipping of communication notices)?	Mailroom operations are not in scope for this RFP.
185	N/A	General	Will the Offeror's exchange solution be required to offer Optical Character Recognition (OCR) and associated business services to convert paper based enrollment applications to electronic format?	Optical Character Recognition is not a requirement of this RFP.
186	N/A	General	What is your five year projected volume of citizens enrolling through your Individual and SHOP State-based Marketplace?	YHI estimates that approximately 80,000 individuals will enroll in coverage through the marketplace in its first year of operation and that approximately 10% more will enroll the following year.
187	NA	General	What is the expected volume of population to participate in FFM from Idaho?	YHI estimates that approximately 80,000 individuals will enroll in coverage through the marketplace in its first year of operation and that approximately 10% more will enroll the following year.
188	NA	General	Will the data migration from FFM to SBE involve both SHOP and Individual market data?	Yes.
189	NA	General	How many health plans are expected to send plans to FFM from Idaho?	A total of approximately 115 plans are currently available in the Idaho Marketplace

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190	NA	General	Please clarify any geographic restrictions for team members, in both the DDI portion and operational phases of the project	<p>YHI requires that the Offeror's proposed solution is housed within the continental US.</p> <p>YHI will allow the use of off-shore resources for solution development, implementation, and testing, given that the rates and savings are clearly outlined in the Offeror's proposal. In the proposal, the Offeror must clearly outline the costs of using on-shore resources side-by-side with the use offshore resources and provide YHI with a stated percentage of total cost savings YHI would realize by using the off-shore resources for development, implementation and testing. The Offeror must specifically call out how the off-shore resources that are used will meet the privacy and security requirements for data handling as defined in our final executed contract.</p>