



Your Health Idaho
Independent Verification and Validation
(IV&V) Services
Request for Proposals
January 15, 2014

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1. INTRODUCTION AND OVERVIEW

1.1. Purpose of Procurement

Your Health Idaho (YHI), Idaho's health insurance exchange, is soliciting responses from qualified firms that are able to provide Independent Verification and Validation (IV&V) services during the Design, Development and Implementation (DDI) of the YHI Health Insurance Exchange (HIX) system. The DDI will be performed by a vendor that was selected based upon vendor responses to a separate solicitation.

YHI reserves the right to cancel this solicitation at any time. It is YHI's intention to obtain services, as specified in this RFP, from a Contract between the successful Offeror and YHI. Offerors, either directly or through their subcontractors, must be able to provide all services and meet all of the requirements requested in this solicitation. YHI intends to make a single award to the Offeror whose proposal is deemed to be the most advantageous to the Exchange. Further, the Exchange reserves the right to award certain additional work, as described herein, to the successful Offeror through Optional Task Orders.

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

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Your Health Idaho
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1.2. Overview

This solicitation seeks a firm to provide the IV&V services for YHI's technical build. YHI envisions a team of highly qualified, experienced consultant staff that will be dedicated to this effort, which will be divided into two separate review periods:

- Pre-Operational Readiness IV&V Review; and,
- Operational Readiness IV&V Review.

Detailed description of the services to be provided is contained in Section 4 of this RFP. Prospective Offerors are encouraged to gain an understanding of the HIX project by reviewing material in the RFP attachments. The anticipated duration of this contract is for one (1) year with an optional six (6) month extension period. The base period will include both the Pre-Certification and the Operational Readiness review periods.

There are multiple stakeholder organizations that the IV&V vendor will interact with in the performance of its duties. The IV&V Contract Monitor will be the principal contact for the IV&V service provider and the recipient of all IV&V deliverables. Additionally, the IV&V service provider will have access to the following stakeholder organizations whose leadership and staff will be available to provide detailed information on their roles on the project as well as any information pertinent to the performance of the IV&V assessments. More information about the stakeholders to this project that the IV&V Contractor will likely interact with can be found in Section 3.3.

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Firms that are prime contractors or subcontractors on the HIX IT implementation team are not eligible to perform HIX IV&V services and proposals from such firms will not be evaluated.

For the purposes of this procurement, the Offeror should assume that the contract will begin in February and run for the full calendar year. While dates are not yet established for the Pre-Operational Readiness Review or the Operational Readiness Review with CCIIO, Offerors should assume the former taking place in spring and the latter in July. The major implementation is expected to occur on or before November 1, 2014.

2. RFP SCHEDULE AND PROCUREMENT REQUIREMENTS

2.1. Approach

YHI intends to provide a fair and equitable process for the procurement of the services described in this RFP. Submission of a proposal in response to this RFP constitutes acceptance of the conditions governing the procurement process, including the evaluation factors contained in *Section 7: Evaluation Process* of this RFP.

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

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

2.2. RFP Timeline

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

Table 2-1: Procurement Schedule

Activity	Date
Issue RFP	January 15, 2014
Submission of Written Questions	January 21, 2014 (12:00 PM MT)
Written Responses to Questions and Addendum to RFP Posted (as necessary)	January 24, 2014
Proposals Due	January 31, 2014 (3:00 PM MT)
Oral Presentations/Interviews (if held)	February 11-12, if needed
Anticipated Contract Award	February 21, 2014

2.3. Other Requirements

2.3.1. Written Questions

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

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

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

2.3.2. Rules of Procurement

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

2.3.3. Restrictions on Communications

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

2.3.4. Disposition of Proposals

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

2.3.5. Release of Claims

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

2.3.6. Responsible Contractor

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

2.3.7. Subcontractors

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

The Offeror must acknowledge a binding agreement between the Offeror and any subcontractors has been executed. YHI reserves the right to review any subcontracting agreements.

2.3.8. Public Records and Requests for Confidential Treatment

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

2.3.9. Amendment to this RFP

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

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

2.3.10. Withdrawals

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

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

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

2.3.11. Cancellation of the RFP

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

2.3.12. Additional Materials and Documentation

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

2.4. Submission of Proposals

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

2.5. Acceptance of Proposals

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

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

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

2.6. Proposal Opening and Inspection

During the proposal evaluation and award recommendation period, proposals shall not be available for inspection. Proposals shall not be opened publicly, but shall be opened in the presence of two or more

YHI officials. The register of proposals and Offeror's proposals shall be open to public inspection after a contract has been awarded and executed by all parties.

2.7. Evaluation of Proposals

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

Proposals that are submitted in a timely manner and meet the mandatory submittal requirements of this RFP will be reviewed and evaluated in accordance with *Section 7: Evaluation Process* of this RFP.

A Proposal Review Team will be charged with evaluating proposals. During the evaluation process, YHI may contact an Offeror for the purpose of obtaining clarification of its proposal. YHI may, at its discretion, select finalists who would be required to travel to Boise, Idaho (at their own expense) to provide a presentation to the Proposal Review Team. See *Section 7: Evaluation Process* for more detailed information about the evaluation process.

2.7.1. Reference Checks

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

2.7.2. Information from Other Sources

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

2.7.3. Disqualification of Offerors

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

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

- Lack of sufficient experience to perform the work contemplated.

2.7.4. Irregular Proposals

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

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

2.8. Best and Final Offers

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

Proposals that are submitted in a timely manner and meet the mandatory submittal requirements of this RFP will be reviewed and evaluated in accordance with *Section 7: Evaluation Process* of this RFP.

By responding to this RFP, all Offerors acknowledge that YHI is working under significant time restraints and may or may not have the resources to provide a full and complete evaluation of every proposal received in response to this RFP. In that regard, YHI reserves the right, if deemed necessary and in its sole discretion, to conduct an initial review of all proposals for the purpose of establishing a list of qualified semi-finalists. The initial review will be based on factors that are consistent with the evaluation criteria outlined in *Section 7: Evaluation Process*. In such an event, YHI will then move forward with a complete evaluation of those proposals. YHI will not be obligated to disclose the list of semi-finalists to any Offeror.

A Proposal Review Team will be charged with evaluating proposals based on the criteria put forth in *Section 7: Evaluation Process*. During the evaluation process, YHI may contact an Offeror for the purpose of obtaining clarification of its proposal. YHI may, at its discretion, select finalists who would be required to travel to Boise, Idaho (at their own expense) to provide a presentation to the Proposal Review Team. See *Section 7: Evaluation Process* for more detailed information about the evaluation process.

2.9. Award Notice

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

Successful Offeror receiving award notification agrees to enter immediately into good faith contract negotiations consistent with procedures and processes to be established by YHI.

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

2.10. Contract Negotiation Process

Upon completion of the evaluation process, YHI will select one Offeror with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision is in the best interest of YHI and the State of Idaho. In the event that YHI is not successful in negotiating a contract with a selected Offeror within fifteen (15) days from the date that contract negotiations begin, YHI reserves the option of negotiating with another Offeror.

2.11. Protest Policy and Procedures

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

A Protest Notification must be made in writing to the Issuing Officer and must be received no later than five (5) working days from the notice of non-award. The Protest Notification must contain specific grounds for the protest. Supporting documentation must be included with the protest. A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived.

Only the following are acceptable grounds for protest:

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

Disallowed grounds include:

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

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

3. BACKGROUND INFORMATION

3.1. Affordable Care Act (ACA) Impact

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

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

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

Idaho has chosen a hybrid approach to implementing its HIX. While the Centers for Medicaid and Medicare Services (CMS) has conditionally approved Idaho to implement a state-based exchange, in 2014 the state utilized the federal marketplace to manage both the individual and SHOP markets. YHI has been working on a full implementation of a state based exchange to go live on January 1, 2015 (open enrollment beginning October 1, 2014). The services being requested in this RFP are to assist with this implementation.

3.2. Idaho Health Insurance Exchange (YHI)

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

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

YHI received a Federal grant in November 2011 to begin establishment activities for an Exchange. An extension of the original Level 1 Establishment Grant was granted on November 27, 2012 to continue establishment activities and move towards the procurement of a Health Insurance Exchange (HIX) solution. Finally, on October 23, 2013, YHI received a second Federal establishment grant, which runs from October 23, 2013 through October 23, 2014.

3.3. YHI Stakeholders

It is important for the IV&V Offeror to understand the environment and the stakeholders involved with and/or impacted by the implementation of the HIX. The primary stakeholders in Idaho include YHI and its Board of Directors, the State of Idaho Department of Health and Welfare (DHW), the State of Idaho Department of Insurance (DOI), Issuers, Agents and Brokers, and consumer assistance resources.

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

3.3.1. Department of Health and Welfare (DHW)

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

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

3.3.2. Idaho Department of Insurance (DOI)

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

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

3.3.3. Carriers

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

3.3.4. Agents and Brokers

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

3.4. Information Technology (IT) Landscape

3.4.1. Guiding Principles for the YHI

In order to provide the IV&V Offeror some context, this section includes some guiding principles that YHI has utilized to approach the implementation of its HIX solution.

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

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

In defining the procurement strategy for the Exchange, YHI sought to develop guiding principles for the HIX procurement based upon those goals. These guiding principles denote that the Exchange procured:

- Be financially and operationally sustainable – Idaho wishes to establish a fully-functioning Exchange that is of higher quality and lower cost than any other SBM;
- Leverage implementations already in place in many States, including prioritizing out-of-the-box functionality;
- Provide affordable long term maintenance and operations, while delivering the best product support and upgrades;
- Enable seamless integration and interoperability with other systems, as required;
- Produce a high level of service, support, and ease of use to all consumers – including leveraging Idaho-based resources whenever possible;
- Be adaptable to new products and services as they become available through federal or State-based regulations;
- Be modular and componentized but function as a single service;
- Enable the right information to be accessible at the right time, by the right people while maintaining exceptional privacy and security levers; and,

- Be developed such that it leans to the future and not simply replicate the "as is" while demonstrating scalability and flexibility.

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

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

4. SCOPE OF WORK

4.1. Overview

The overall goal of the HIX IV&V project is to assess whether YHI and its HIX vendor partners are on track to implement the requisite technology for the HIX in time for enrolling consumers into qualified health plans (QHPs) by October 1, 2014, as well as meeting all the other specified requirements for Exchanges under the Affordable Care Act. The State requires the IV&V service provider to plan its work activities and deliverables around two major checkpoint reviews, each with similar process steps and deliverables:

1. Pre-Operational IV&V Review
2. Operational Readiness IV&V Review

The **Pre-Operational IV&V Review** focuses on supporting YHI's effort to achieve approval by CMS CCIIO according to the Agency's "*Draft Blueprint for Approval of Affordable State-based and State Partnership Insurance Exchanges.*" The IV&V service provider will conduct interviews, assessments, and issue reports according to the detailed tasks and deliverables listed in this RFP. YHI will require the IV&V vendor to provide its assessments to CMS/CCIIO and YHI as to whether the designated Exchange activities in the Blueprint are built and operating as designed and in compliance with documented requirements and within the specified timelines of the certification process. The exact date of this Pre-Operational Review with CMS CCIIO has not yet been scheduled, but is expected to take place in the first half of calendar 2014.

The **Operational Readiness IV&V Review** focuses on assessing YHI's readiness to implement the new HIX system and attendant operational processes prior to full implementation in Q3, 2014. The IV&V service provider will be required to conduct the same assessments in the Pre-Operational IV&V review updating findings based on progress made in 2014. A final report, including a Corrective Action Plan (CAP), as needed, will be produced by the IV&V Service Provider at the end of this assessment period.

In addition to the two main IV&V review checkpoints, YHI may optionally award a single six (6) month extension period as an optional task order for additional IV&V assessment and recommendation tasks. This optional task order may require the support of the IV&V vendor to assist in implementing their recommendations in the CAP. Additionally, YHI may decide that it will assign additional deliverables to the IV&V service provider. Any optional task order award will result in an official authorization of additional scope and may include budget to perform those tasks. Additionally, the Exchange at its option may also issue a no-cost extension to the IV&V service provider to complete the work for either the fixed price portion of the contract or the optional task order period.

4.2. Goals for this Procurement

This IV&V Contractor will assess YHI's HIX implementation effort with particular focus in the following areas:

- A) **Project management processes** consistent with:
 - o Adherence to YHI's PMO methodology; and,

- Project management documents provided by the HIX IT vendors and subsequently approved by YHI.
- B) **Project governance**, meaning the extent to which YHI and its HIX contractors have effectively:
 - Defined roles and expectations among all internal and external stakeholders;
 - Implemented an appropriate flow of project information among stakeholders;
 - Instituted a process for review and response to project issues including escalation to the appropriate YHI leadership; and,
 - Instituted a process for YHI leadership approvals (for example, sign-off on SDLC documents) at appropriate project milestones.
- C) **Technical conformance of the IT solution with the project requirements**, specifically:
 - All functional requirements defined by YHI and required by CCIIO as conditions of operating a state-based Exchange;
 - The architectural and non-functional requirements of YHI and the federal government as specified in the IT Vendor RFP, which can be found on YHI's website
 - YHI and federal standards and guidelines addressing software development methodologies, security and privacy requirements, accessibility, and other relevant standards.
- D) **Quality of implementation planning for the HIX**, with particular emphasis on ensuring that YHI and its IT vendors are performing the requisite quality assurance tasks to achieve CCIIO certification in accordance with the *"Draft Blueprint for Approval of Affordable State-based and State Partnership Insurance Exchanges."*
- E) **Feasibility of the project schedule**, in light of project constraints, the need to integrate contractor managed activities and YHI managed activities, and the established timelines for the delivery of the system.

4.3. Offeror Organization and Staffing

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

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

The Offeror shall deliver in its proposal an initial Staffing Plan. The Staffing Plan must include an organization chart showing how the Offeror proposes to staff the project. The Staffing Plan must name key Offeror staff and for each staff member, provide a resume, current job title, and a description of the

staff member's anticipated role in this project, and estimated time dedicated to this project. If the staff member is provided by a sub-contractor, the Offeror shall also note the staff member's organization in the Staffing Plan. The Offeror shall deliver a final Staffing Plan within five (5) calendar days from contract award. Review and updates to this plan are expected periodically, at the request of YHI.

Ideal key staff candidates shall have the qualifications and experience commensurate with performing an IV&V assessment with the scope and complexity of the Your Health Idaho (YHI) HIX program.

Minimally, the Staffing plan must include the following positions:

- **IV&V Project Manager** – The Offeror shall include the name and resume of a qualified PMI-certified project manager who will be the principal contact with the State for the IV&V project. This individual should have at least five (5) years of experience performing IV&V or equivalent work on IT development projects with similar size and complexity.
- **Privacy & Security Manager** - The Offeror shall include an individual with expertise with regard to ACA Privacy and Security. This person must have practical demonstratable experience in Privacy & Security for projects similar in size and scope to this procurement.
- **Other Key Staff** – The Offeror shall include names, resumes, and labor cost in a consistent format; shall assure that key staff meet the qualification requirements for duties and assigned; and shall assure that key staff bid shall be devoted to the contract as bid.

4.4. Project Management

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

4.4.1. Project Management Description

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

Project Management includes performing the tasks associated with:

- Project Initiation – Perform the initial tasks associated with determining the nature and scope of the project and identifying key stakeholders
- Project Planning – Plan time, cost, quality, resources, risks, and communications adequately to estimate the work needed to effectively execute project work
- Project Execution – Execute project work according to the project management plan (PMP)
- Project Monitoring and Controlling – Monitor and control all areas of the project defined in this RFP. This includes monitoring and controlling processes to ensure that potential problems can be identified in a timely manner and corrective action can be taken
- Project Closing – Ensure the orderly closeout of the contract

At a minimum, specific Project Management tasks shall include:

4.4.1.1 Preliminary Planning

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

4.4.1.2 Project Kick-Off

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

The project kick-off meeting shall occur within ten (10) business days of contract execution, the Contractor shall provide a memorandum documenting meeting minutes, decisions, and outcomes.

4.4.1.3 Project Deliverable Management

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

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

- Acronyms – Provides a list of all acronyms identified in the deliverable, along with the literal translation and definition

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

4.4.1.4 Status Meetings

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

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

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

4.4.1.5 IV&V Contractor Deliverable Review and Acceptance

Upon receipt of a deliverable, the YHI Project Manager shall review the deliverable to validate completeness and quality in meeting requirements. The YHI Project Manager shall issue to the IV&V Service Provider notice of acceptance or rejection of the deliverables. The quality of IV&V deliverables shall take precedence over the IV&V project schedules. In the event of deliverable rejection, the IV&V Service Provider shall correct the identified deficiencies or non-conformities within five working days from rejection. At the discretion of YHI's Project Manager, subsequent project tasks may not continue until deficiencies are rectified and the deliverable is formally accepted by the Contract Monitor as provided herein.

4.5. IV&V Standards

Applicable tasks and activities will be performed in accordance with the Institute of Electrical and Electronics Engineers (IEEE) Standard 1012-2012. The IV&V Contractor will also use all other

applicable, lifecycle-appropriate IEEE Standards (e.g., 12207 Software Life Cycle Process; 703 Software QA Plans; 1074 Developing Software Project Lifecycle Process; 828 Configuration Management Plans; and, 830 Requirement Specifications, etc., to name a few) in assessing YHI’s HIX Project. Further, the IV&V Contractor will employ the Capability Maturity Model Integrated (CMMI), and the PMBOK Third Edition, and the PMBOK - Government Extension, as additional standards by which to assess the HIX Project. Finally, the IV&V Service Provider will validate that all the State and federal standards cited in the IT Vendor RFP and included in section 2.9 of this document such as the MITA Seven Standards and Conditions are fully adhered to by the HIX Project team.

4.6. IV&V Project Tasks

The following section contains lists of individual IV&V activities. All listed activities are mandatory and considered part of this solicitation. The State anticipates that the majority of task activities will be performed in both the Pre-Operational and Operational Readiness review periods, as appropriate, and has provided preliminary guidance on the mapping between tasks and review periods in the chart below. Upon review of the HIX implementation project plan and the schedule for the two separate IV&V review periods (Pre-Operational and Operational Readiness), the vendor shall make recommendations as to whether any specific tasks should be moved or deferred to a different review period. This task activity assignment will be reviewed and approved by the Contract Monitor.

When addressing these requirements, YHI requests that vendors explain how they will accomplish verification. For example, task PM-6 states that the successful vendor will be responsible for verifying that YHI has bought-in to all changes which impact project objectives, cost, or schedule. YHI requests responses that be beyond affirming such verification will be performed and explain how it will be accomplished. Such explanations will be on-going requirements of the work of the successful responder to this RFP.

IV&V Project Management		
TASK ITEM	#	TASK DESCRIPTION
IV&V Management Plan	PM-1	Develop an IV&V Management Plan that describes the activities, personnel, schedule, standards, and methodology for conducting the IV&V reviews.
Conduct Initial Review	PM-2	Prepare and deliver an Initial IV&V report on the required activities. Report on status of each activity.
Conduct Ongoing Review(s)	PM-3	Prepare and deliver weekly IV&V reports on the required activities.
Management Briefing	PM-4	Prepare and deliver a formal presentation(s) on the status of the IV&V project. Presented as required.
Project Sponsorship	PM-5	Assess and recommend improvement, as needed, to assure continuous stakeholder buy-in, participation, support and commitment, and that open pathways of communication exist among all stakeholders.

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	PM-6	Verify that YHI has bought-in to all changes which impact project objectives, cost, or schedule and explain the verification methodology in detail.
Management Assessment	PM-7	Verify and assess project management and organization, verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project and explain the verification methodology in detail.
	PM-8	Evaluate project progress, resources, budget, schedules, work flow, and reporting and explain the evaluation methodology.
Project Management	PM-9	Verify that a Project Management Plan is created and being followed. Evaluate the project management plans and procedures to verify that they are developed, communicated, implemented, monitored and complete. The verification methodology must be explained in detail.
	PM-10	Evaluate project reporting plans and actual project reports to verify project status is accurately traced using project metrics. Written reports verifying these project plans must be provided.
	PM-11	Verify that milestones and completion dates are planned, monitored, and met. The verification methodology must be explained in writing.
	PM-12	Verify the existence and institutionalization of an appropriate project issue tracking mechanism that documents issues as they arise, enables communication of issues to proper stakeholders, documents a mitigation strategy as appropriate, and tracks the issue to closure. This should include but is not limited to technical and development efforts. The methodology for this verification must be provided.
	PM-13	Evaluate the system's planned life-cycle development methodology or methodologies (waterfall, evolutionary spiral, rapid prototyping, incremental, etc.) to see if they are appropriate for the system being developed. The process used for making this determination must be provided.
	PM - 14	Develop and maintain a Corrective Action Plan.
	PM - 15	Develop and conduct a post-implementation audit and report.
	PM - 16	Analyze and report on ongoing level of effort required to produce project vendors' deliverables. This will be an on-going report kept and updated by the IV&V vendor.
	PM - 17	Provide up to five additional reports (e.g. 834/820 reconciliation report) to YHI as requested.
Risk Management	PM-18	Verify that a Project Risk Management Plan is created and being followed in writing
Change Management	PM-19	Verify that a Change Management Plan is created and being followed. Evaluate the change management plans and procedures to verify they are developed, communicated, implemented, monitored, and complete, and that resistance to change is anticipated and prepared for. Ensure that the change management plan has standard steps to identify, vet, assess impact, and approve / decline the change via a change control board and appropriate sign-offs. The verification methodology must be provided.
Communication Management	PM-20	Verify that a Communication Plan is created and being followed. The verification methodology must be provided.
Configuration Management	PM-21	Review and evaluate the configuration management (CM) plans and procedures associated with the development process.

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	PM-22	Verify that all critical development documents, including but not limited to requirements, design, code, rule sets, and configurations maintained under an appropriate level of control. The verification methodology must be provided.
	PM-23	Verify that the processes and tools are in place to identify code versions and to rebuild system configurations from source code. The verification methodology must be provided.
	PM-24	Verify that appropriate source and object libraries are maintained for training, test, and production and that formal sign-off procedures are in place for approving work products. The verification methodology must be provided.
	PM-25	Verify that mechanisms are in place to prevent unauthorized changes being made to the system and to prevent authorized changes from being made to the wrong version. The verification methodology must be provided.
Project Estimating and Scheduling	PM-26	Evaluate and make recommendations on the estimating and scheduling process of the project to ensure that the project budget and resources are adequate for the work-breakdown structure and schedule.
	PM-27	Review schedules to verify that adequate time and resources are assigned for planning, development, review, testing and rework. The verification methodology must be provided.
Project Personnel	PM-28	Examine the job assignments, skills, training and experience of the personnel involved in program development and make recommendations as applicable. A report on this examination must be provided as directed by YHI.
	PM-29	Monitor staff turnover and report on the effectiveness of staff replacement policies for both SI and YHI staff and the impacts of staff turnover. Updates on this must be provided as requested by YHI.
Project Organization	PM-30	Verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project. The verification methodology must be provided.
	PM-31	Verify that the project's organizational structure supports training, process definition, independent Quality Assurance, Configuration Management, product evaluation, and any other functions critical for the project's success. The verification methodology must be provided.
	PM-32	Verify that the obligations of sub-contractors and external staff (terms, conditions, statement of work, requirements, standards, development milestones, acceptance criteria, delivery dates, etc.), if applicable are clearly defined. The verification methodology must be provided.
	PM-33	Verify that the subcontractors' software development methodology and product standards, if applicable, are compatible with the system's standards and environment. The verification methodology must be provided.
	PM-34	Verify that the subcontractor, if applicable, has and maintains the required skills, personnel, plans, resources, procedures and standards to meet their commitment. This will include examining the feasibility of any offsite support of the project. The verification methodology must be provided.
	PM-35	Verify that any proprietary tools used by subcontractors, if applicable, do not restrict the future maintainability, portability, and reusability of the system. If such situation is found, YHI must be alerted. The verification methodology must be provided.

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YHI Oversight	PM-36	Verify that YHI oversight is provided in the form of periodic status reviews and technical interchanges. The verification methodology must be provided.
	PM-37	Verify that YHI has defined the technical and managerial inputs the subcontractor(s), if applicable need (reviews, approvals, requirements and interface clarifications, etc.) and has the resources to supply them on schedule. The verification methodology must be provided.
	PM-38	Verify that YHI staff has the ultimate responsibility for monitoring project cost and schedule. The verification methodology must be provided.

Quality Management		
TASK ITEM	TASK #	TASK DESCRIPTION
Quality Assurance	QA-1	Evaluate and make recommendations on the project's Quality Assurance plans, procedures and organization.
	QA-2	Verify that the QA function has an appropriate level of independence from project management. The verification methodology must be provided.
	QA-3	Verify that the QA function monitors the fidelity of all defined processes in all phases of the project. The verification methodology must be provided.
	QA-4	Verify that the quality of all products produced by the project is monitored by formal reviews and sign-offs. The verification methodology must be provided.
	QA-5	Verify that project self-evaluations are performed and that measures are continually taken to improve the process. The verification methodology must be provided.
	QA-6	Monitor the performance of the QA function by reviewing its processes and reports and performing spot checks of system documentation; assess findings and performance of the processes and reports. A report on this activity must be provided as directed by YHI.
	QA-7	Verify that QA has an appropriate level of independence; evaluate and make recommendations on the project's Quality Assurance plans, procedures and organization. The verification methodology must be provided.
	QA-8	Evaluate if appropriate mechanisms are in place for project self-evaluation and process improvement. A report on this activity must be provided as directed by YHI.
Process Definition and Product Standards	QA-9	Review and make recommendations on all defined processes and product standards associated with the system development. A report on this activity must be provided as directed by YHI.
	QA-10	Verify that all major development processes are defined and that the defined and approved processes and standards are followed in development. The verification methodology must be provided.
	QA-11	Verify that the processes and standards are compatible with each other and with the system development methodology. The verification methodology must be provided.

	QA-12	Verify that all process definitions and standards are complete, clear, up-to-date, consistent in format, and easily available to project personnel. The verification methodology must be provided.
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Training		
TASK ITEM	TASK #	TASK DESCRIPTION
User Training and Documentation	TR-1	Review and make recommendations on the training provided to system users. Verify sufficient knowledge transfer for maintenance and operation of the new system.
	TR-2	Verify that training for users is instructor-led and hands-on and is directly related to the business process and required job skills. The verification methodology must be provided.
	TR-3	Verify that user-friendly training materials and help desk services are easily available to all users. The verification methodology must be provided.
	TR-4	Verify that all necessary policy and process and documentation is easily available to users. The verification methodology must be provided.
	TR-5	Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed. The verification methodology must be provided.
Developer Training and Documentation	TR-6	Review and make recommendations on the training provided to system developers.
	TR-7	Verify that developer training is technically adequate, appropriate for the development phase, and available at appropriate times. The verification methodology must be provided.
	TR-8	Verify that all necessary policy, process and standards documentation is easily available to developers. The verification methodology must be provided.
	TR-9	Verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed. The verification methodology must be provided.

Requirements Management		
TASK ITEM	TASK #	TASK DESCRIPTION
Requirements Management	RM-1	Evaluate and make recommendations on the project's process and procedures for managing requirements.

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	RM-2	Verify that system requirements are well-defined, understood and documented. The verification methodology must be provided.
	RM-3	Evaluate the allocation of system requirements to hardware and software requirements. The results of this evaluation must be provided.
	RM-4	Verify that software requirements can be traced through design, code and test phases to verify that the system performs as intended and contains no unnecessary software elements. The verification methodology must be provided.
	RM-5	Verify that requirements are under formal configuration control. The verification methodology must be provided.
Security Requirements	RM-6	Evaluate and make recommendations on project policies and procedures for ensuring that the system is secure and that the privacy of client data is maintained. The results of this evaluation must be provided.
	RM-7	Evaluate the projects restrictions on system and data access. The results of this evaluation must be provided.
	RM-8	Evaluate the projects security and risk analysis. The results of this evaluation must be provided.
	RM-9	Verify that processes and equipment are in place to back up client and project data and files and archive them safely at appropriate intervals. The verification methodology must be provided.
Requirements Analysis	RM-10	Verify that an analysis of YHI and federal needs and objectives has been performed to verify that requirements of the system are well understood, well defined, and satisfy federal regulations. The verification methodology must be provided.
	RM-11	Verify that all stakeholders have been consulted to the desired functionality of the system, and that users have been involved in prototyping of the user interface. The verification methodology must be provided.
	RM-12	Verify that all stakeholders have bought-in to all changes which impact project objectives, cost, or schedule. The verification methodology must be provided.
	RM-13	Verify that performance requirements (e.g. timing, response time and throughput) satisfy user needs. The verification methodology must be provided.
	RM-14	Verify that user's maintenance requirements for the system are completely specified. The verification methodology must be provided.
Interface Requirements	RM-15	Verify that all system interfaces are exactly described, by medium and by function, including input/output control codes, data format, polarity, range, units, and frequency. The verification methodology must be provided.
	RM-16	Verify that approved interface documents are available and that appropriate relationships (such as interface working groups) are in place with all agencies and organizations supporting the interfaces. The verification methodology must be provided.
Requirements Allocation and Specification	RM-17	Verify that all system requirements have been allocated to either a software or hardware subsystem. The verification methodology must be provided.

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	RM-18	Verify that requirements specifications have been developed for all hardware and software subsystems in a sufficient level of detail to ensure successful implementation. The verification methodology must be provided.
Reverse Engineering	RM-19	If a legacy system or a transfer system is or will be used in development, Verify that a well-defined plan and process for reengineering the system is in place and is followed. The process, depending on the goals of the reuse/transfer, may include reverse engineering, code translation, re-documentation, restructuring, normalization, and re-targeting. The verification methodology must be provided.

Operating Environment		
TASK ITEM	TASK #	TASK DESCRIPTION
System Hardware	OE-1	Evaluate new and existing system hardware configurations to determine if their performance is adequate to meet existing and proposed system requirements. A report on this evaluation must be provided if requested.
	OE-2	Determine if hardware is compatible with YHI's and the State's (as necessary) existing processing environment, if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers and storage devices.
	OE-3	Evaluate current and projected vendor support of the hardware, as well as the YHI's hardware configuration management plans and procedures. A report on this evaluation must be provided if requested.
System Software	OE-4	Evaluate new and existing system software to determine if its capabilities are adequate to meet existing and proposed system requirements. A report on this evaluation must be provided if requested.
	OE-5	Determine if the software is compatible with YHI's existing hardware and software environment (as needed), if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to, operating systems, middleware, and network software including communications and file-sharing protocols. A report on this evaluation must be provided if requested.
	OE-6	Current and projected vendor support of the software will also be evaluated, as well as the YHI's software acquisition plans and procedures. A report on this evaluation must be provided if requested.
Database Software	OE-7	Evaluate new and existing database products to determine if their capabilities are adequate to meet existing and proposed system requirements. A report on this evaluation must be provided if requested.

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	OE-8	Determine if the database's data format is easily convertible to other formats, if it supports the addition of new data items, if it is scalable, if it is easily refreshable and if it is compatible with the YHI's existing hardware and software, including any on-line transaction processing (OLTP) environment. A report on this evaluation must be provided if requested.
	OE-9	Evaluate any current and projected vendor support of the software, as well as the YHI's software acquisition plans and procedures. A report on this evaluation must be provided if requested.
System Capacity	OE-10	Evaluate the existing processing capacity of the system and verify that it is adequate for current statewide needs for both batch and on-line processing. A report on this evaluation must be provided if requested.
	OE-11	Evaluate the historic availability and reliability of the system including the frequency and criticality of system failure. A report on this evaluation must be provided if requested.
	OE-12	Evaluate the results of any volume testing or stress testing. A report on this evaluation must be provided if requested.
	OE-13	Evaluate any existing measurement and capacity planning program and will evaluate the system's capacity to support future growth. A report on this evaluation must be provided if requested.
	OE-14	Make recommendations on changes in processing hardware, storage, network systems, operating systems, COTS software, and software design to meet future growth and improve system performance.
	OE-15	Verify that the system is tested for system stress, load, and performance testing. The methodology for this verification must be provided.

Development Environment		
TASK ITEM	TASK #	TASK DESCRIPTION
Development Hardware	DE-1	Evaluate new and existing development hardware configurations to determine if their performance is adequate to meet the needs of system development. A report on this evaluation must be provided if requested.
	DE-2	Determine if hardware is maintainable, easily upgradeable, and compatible with the YHI's existing development and processing environment. This evaluation will include, but is not limited to CPUs and other processors, memory, network connections and bandwidth, communication controllers, telecommunications systems (LAN/WAN), terminals, printers and storage devices. A report on this evaluation must be provided if requested.
	DE-3	Current and projected vendor support of the hardware will also be evaluated, as well as the YHI's hardware configuration management plans and procedures. A report on this evaluation must be provided if requested.
Development Software	DE-4	Evaluate new and existing development software to determine if its capabilities are adequate to meet system development requirements. A report on this evaluation must be provided if requested.

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	DE-5	Determine if the software is maintainable, easily upgradeable, and compatible with the YHI's existing hardware and software environment. A report on this evaluation must be provided if requested.
	DE-6	Evaluate the environment as a whole to see if it shows a degree of integration compatible with good development. This evaluation will include, but is not limited to, operating systems, network software, CASE tools, project management software, configuration management software, compilers, cross-compilers, linkers, loaders, debuggers, editors, and reporting software. A report on this evaluation must be provided if requested.
	DE-7	Language and compiler selection will be evaluated with regard to portability and reusability (ANSI standard language, non-standard extensions, etc.). A report on this evaluation must be provided if requested.
	DE-8	Current and projected vendor support of the software will also be evaluated, as well as the States software acquisition plans and procedures. A report on this evaluation must be provided if requested.

Software Development		
TASK ITEM	TASK #	TASK DESCRIPTION
High-Level Design	SD-1	Evaluate and make recommendations on existing high level design products to verify the design is workable, efficient, and satisfies all system and system interface requirements. A report on this evaluation must be provided if requested.
	SD-2	Evaluate the design products for adherence to the project design methodology and standards. A report on this evaluation must be provided if requested.
	SD-3	Evaluate the design and analysis process used to develop the design and make recommendations for improvements. Evaluate design standards, methodology and CASE tools, if applicable used will be evaluated and make recommendations. A report on this evaluation must be provided if requested.
	SD-4	Verify that design requirements can be traced back to system requirements. A report on this evaluation must be provided if requested.
	SD-5	Verify that all design products are under configuration control and formally approved before detailed design begins. A report on this evaluation must be provided if requested.
Detailed Design	SD-6	Evaluate and make recommendations on existing detailed design products to verify that the design is workable, efficient, and satisfies all high level design requirements. A report on this evaluation must be provided if requested.
	SD-7	The design products will also be evaluated for adherence to the project design methodology and standards. A report on this evaluation must be provided if requested.
	SD-8	The design and analysis process used to develop the design will be evaluated and recommendations for improvements made. A report on this evaluation must be provided if requested.
	SD-9	Design standards, methodology and CASE tools, if applicable, used will be evaluated and recommendations made. A report on this evaluation must be provided if requested.

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	SD-10	Verify that design requirements can be traced back to system requirements and high level design. A report on this evaluation must be provided if requested.
	SD-11	Verify that all design products are under configuration control and formally approved before coding begins. A report on this evaluation must be provided if requested.
Job Control	SD-12	Perform an evaluation and make recommendations on existing job control and on the process for designing job control. A report on this evaluation must be provided if requested.
	SD-13	Evaluate the system's division between batch and on-line processing with regard to system performance and data integrity. A report on this evaluation must be provided if requested.
	SD-14	Evaluate batch jobs for appropriate scheduling, timing and internal and external dependencies. A report on this evaluation must be provided if requested.
	SD-15	Evaluate the appropriate use of OS scheduling software. A report on this evaluation must be provided if requested.
	SD-16	Verify that job control language scripts are under an appropriate level of configuration control. A report on this evaluation must be provided if requested.
Code	SD-17	Evaluate and make recommendations on the standards and process currently in place for code development. A report on this evaluation must be provided if requested.
	SD-18	Evaluate the existing code base for portability and maintainability, taking software metrics including but not limited to modularity, complexity and source and object size. A report on this evaluation must be provided if requested.
	SD-19	Code documentation will be evaluated for quality, completeness (including maintenance history) and accessibility. A report on this evaluation must be provided if requested.
	SD-20	Evaluate the coding standards and guidelines and the projects compliance with these standards and guidelines. This evaluation will include, but is not limited to, structure, documentation, modularity, naming conventions and format. A report on this evaluation must be provided if requested.
	SD-21	Verify that developed code is kept under appropriate configuration control and is easily accessible by developers. A report on this evaluation must be provided if requested.
	SD-22	Evaluate the project's use of software metrics in management and quality assurance. A report on this evaluation must be provided if requested.
	SD-23	Evaluate custom and COTS software for the ability to manage business rules and user workflows through end-user configurable tools verses coding changes. A report on this evaluation must be provided if requested.
Configuration and Rules	SD-24	Evaluate the process for updating rule sets and configurations in a sustainable and auditable manner. A report on this evaluation must be provided if requested.
	SD-25	Evaluate the overall plan for maintaining product configurations and rules. Evaluate the framework used for categorizing HIX work products into various categories of reuse by other states inclusive of clear pre-requisites for re-usable components (e.g. purchase of COTS software licenses, similar underlying technology stack, etc.). A report on this evaluation must be provided if requested.
Reuse and Shared Services	SD-26	Evaluate the process for developing agreements with other States in reusing YHI software components. A report on this evaluation must be provided if requested.

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	SD-27	Evaluate the implementation of shared services with other States. A report on this evaluation must be provided if requested.
Unit Test	SD-28	Evaluate the plans, requirements, environment, tools, and procedures used for unit testing system modules. A report on this evaluation must be provided if requested.
	SD-29	Evaluate the level of test automation, interactive testing and interactive debugging available in the test environment. A report on this evaluation must be provided if requested.
	SD-30	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented. A report on this evaluation must be provided if requested.

System And Acceptance Testing		
TASK ITEM	TASK #	TASK DESCRIPTION
System Integration Test	ST-1	Evaluate the plans, requirements, environment, tools, and procedures used for integration testing of system modules. A report on this evaluation must be provided if requested.
	ST-2	Evaluate the level of automation and the availability of the system test environment. A report on this evaluation must be provided if requested.
	ST-3	Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented, including formal logging of errors found in testing. A report on this evaluation must be provided if requested.
	ST-4	Verify that the test organization has an appropriate level of independence from the development organization. A report on this evaluation must be provided if requested.
Interface Testing	ST-10	Evaluate interface testing plans and procedures for compliance with industry standards. A report on this evaluation must be provided if requested.
Acceptance and Turnover	ST-11	Acceptance procedures and acceptance criteria for each product must be defined, reviewed, and approved prior to test and the results of the test must be documented. Acceptance procedures must also address the process by which any software product that does not pass acceptance testing will be corrected.
	ST-12	Verify that appropriate acceptance testing based on the defined acceptance criteria is performed satisfactorily before acceptance of software products. A report on this evaluation must be provided if requested.
	ST-13	Verify that the acceptance test organization has an appropriate level of independence from the contractor. The verification methodology must be provided as requested.
	ST-14	Verify that training in using the contractor-supplied software is be on-going throughout the development process, especially If the software is to be turned over to YHI or another vendor's staff for operation. The verification methodology must be provided as requested.
	ST-15	Review and evaluate implementation plan. A report on this evaluation must be provided if requested.

Data Management		
TASK ITEM	TASK #	TASK DESCRIPTION
Data Conversion	DM-1	Evaluate YHI's existing and proposed plans, procedures and software for data conversion. A report on this evaluation must be provided if requested.
	DM-2	Verify that procedures are in place and are being followed to review the completed data for completeness and accuracy and to perform data clean-up as required. The verification methodology must be provided as requested.
	DM-3	Determine conversion error rates and if the error rates are manageable. A report on this evaluation must be provided if requested.
	DM-4	Make recommendations on making the conversion process more efficient and on maintaining the integrity of data during the conversion.
Database Design	DM-5	Evaluate new and existing database designs to determine if they meet existing and proposed system requirements. A report on this evaluation must be provided if requested.
	DM-6	Recommend improvements to existing designs to improve data integrity and system performance.
	DM-7	Evaluate the design for maintainability, scalability, refreshability, concurrence, normalization (where appropriate) and any other factors affecting performance and data integrity. A report on this evaluation must be provided if requested.
	DM-8	Evaluate the project's process for administering the database, including backup, recovery, performance analysis and control of data item creation. A report on this evaluation must be provided if requested.

Operations and Maintenance		
TASK ITEM	TASK #	TASK DESCRIPTION
Systems Operations	OM-1	Evaluate YHI's existing and proposed plans and procedures for systems operations and performance monitoring. A report on this evaluation must be provided if requested.
	OM-2	Verify that procedures are in place and are being followed to track performance metrics according to established systems service level agreements. The verification methodology must be provided as requested.
	OM-3	Verify that procedures are in place for systems monitoring, security, back-up, and recovery including disaster recovery and business continuity. The verification methodology must be provided as requested.
	OM-4	Determine whether system administration roles and responsibilities are clearly defined and staff levels are adequate to perform systems operations and achieve operational service levels
	OM-5	Make recommendations on bolstering systems maintenance procedures and staffing levels to ensure that service levels are met.

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Systems Maintenance	OM-6	Evaluate the YHI's existing and proposed plans, procedures and software for systems maintenance. A report on this evaluation must be provided if requested.
	OM-7	Verify that procedures are in place and are being followed to manage issues, defects, and risks from initial capture through resolution and disposition. The verification methodology must be provided as requested.
	OM-8	Determine whether system maintenance roles and responsibilities are clearly defined and staff levels are adequate to achieve maintenance activities. The verification methodology must be provided as requested.
	OM-9	Verify that the software maintenance agreements are in place with the COTS vendors and that the support provided by those vendors conforms to licensing and software maintenance agreements and are adequate to support Maryland's software maintenance needs. The verification methodology must be provided as requested.
	OM-10	Make recommendations on optimizing systems maintenance activities ensuring that performance targets are met and risks to operations are minimized
Systems Enhancements/ Upgrades	OM-11	Evaluate the Vendor's existing and proposed plans for applying the latest COTS products and releases to YHI. The evaluation methodology must be provided as requested.
	OM-12	Verify that the Vendor has adequate technical environments in place to support development, testing, production staging, production operations, etc. as well as adequate processes and procedures to manage those environments. The verification methodology must be provided as requested.
	OM-13	Determine whether systems enhancements and upgrades roles and responsibilities are clearly defined and that staff levels or the ability to bring in as-needed contract support are adequate to perform necessary software enhancements and upgrades with minimum business operations disruption
	OM-14	Make recommendations on optimizing the process for applying systems enhancements and upgrades to minimize risk to business operations

CMS BluePrint Management		
TASK ITEM	TASK #	TASK DESCRIPTION
BluePrint Management	BP-1	Verify that the BluePrint Plan is created and being followed. Evaluate the CMS BluePrint plan and procedures to verify that they are developed, communicated, implemented, monitored and complete. The verification methodology must be provided as requested.
	BP-2	Evaluate and make recommendations on the estimating and scheduling process of the project to ensure that the project budget and resources are adequate for the work-breakdown structure and schedule.
	BP-3	Review schedules to verify that adequate time and resources are assigned for planning, development, review, testing and rework. The verification methodology must be provided as

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		requested.
	BP-4	Verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the project. The verification methodology must be provided as requested.
	BP-5	Verify that CMS BluePrint is being followed and tracked by the Connector and all updates are provided to CMS during an agreed timeframe. The verification methodology must be provided as requested.
BluePrint Testing	BP-6	Demonstrate SHOP readiness through IV&V testing. The verification methodology must be provided as requested.
	BP-7	Demonstrate Eligibility Notices readiness through IV&V testing. The verification methodology must be provided as requested.
	BP-8	Demonstrate Eligibility Verification readiness through IV&V testing. The verification methodology must be provided as requested.
	BP-9	Demonstrate capacity to determine individual, employer, and employee eligibility, including capacity to assess or determine eligibility for Medicaid and CHIP based on MAGI rules through IV&V testing. The verification methodology must be provided as requested.
	BP-10	Demonstrate capacity to develop sample notices for individuals, employers, and employees through IV&V testing. The verification methodology must be provided as requested.
	BP-11	Demonstrate capacity to determine eligibility for APTC and CSR either independently or through Federally-managed services through IV&V testing. The verification methodology must be provided as requested.
	BP-12	Demonstrate capacity of operational processes for QHP selections and terminations, APTC/CSR information processing through IV&V testing. The verification methodology must be provided as requested.
	BP-13	Demonstrate capacity to electronically report results of eligibility and exemption assessments and determinations, and provide associated information to HHS, IRS, other agencies administering Insurance Affordability Programs (including APTC/CSR) through IV&V testing.
	BP-14	If state is performing premium aggregation: Demonstrate functionality for SHOP premium aggregation through IV&V testing. The verification methodology must be provided as requested.
	BP-15	Demonstrate (through an agreement) the ability to receive payments from employers and dispense to issuers through IV&V Testing. The verification methodology must be provided as requested.
	BP-16	Demonstrate capacity for SHOP to electronically report information to IRS for tax administration purposes through IV&V testing. The verification methodology must be provided as requested.

	BP-17	Complete independent verification and validation (IV&V) of security testing and submit results to CMS.
	BP-18	Complete independent verification and validation (IV&V) of testing and submit results to CMS

4.7. IV&V Project Deliverables

The following table identifies the anticipated work products that the successful IV&V service provider will produce under the resultant IV&V contract. All the task activities listed in Section 4.6 should be addressed comprehensively within these work products. YHI reserves the right to request additional analyses, as needed. Likewise, the IV&V Offeror may propose the development of additional work products in specific areas. YHI must authorize in advance the development of any additional work products.

Where applicable, the deliverable must be developed in accordance with CMMI, PMBOK, and IEEE (or substantially and acceptably similar) standards. When no applicable standard exists, the methodology and processes used in the analysis and creation of the deliverable must be delivered to the Exchange prior to its use, and described in the final deliverable. All work products, standards, processes, plans, and applicable reference materials will be made available upon request of the Exchange.

Copies of all work products will be delivered to YHI’s Contract Manager. Frequencies of work products are provided in the table below. The Exchange reserves the right to extend the due date if appropriate, due to document size, schedule or changes in scope. The IV&V Service Provider must notify the Exchange of an anticipated delay of a deliverable, within one business day of identifying a delay.

A general deliverable is an explanation of how verifications were performed, evaluations undertaken and reports on these as requested. The following chart details other deliverables.

Description of IV&V Deliverables			
TASK	WORK PRODUCT	FREQUENCY	DESCRIPTION AND TIMING
IV&V Project Kick-Off	<ul style="list-style-type: none"> • IV&V Kick-Off Meeting • Presentation Slides • Stakeholder Contact Information Sheet 	Once, within 10 business days of contract execution	<p>The purpose of this meeting is to educate and obtain buy-in from participants in the IV&V process. The meeting shall accomplish the following:</p> <ul style="list-style-type: none"> a. Define roles and responsibilities; b. Establish logistical details and communication expectations; and,

	<ul style="list-style-type: none"> • IV&V Project Team Contract Sheet 		<p>c. Clarify IV&V tasks and time frames.</p> <p>The IV&V Contractor shall facilitate the meeting, providing an agenda, sign-in sheet, presentation, and other relevant materials for the meeting to the Project Manager in advance. The following topics, at a minimum will be discussed:</p> <ul style="list-style-type: none"> I. Roles & Responsibilities II. IV&V Processes III. IV&V Methodology IV. IV&V Objectives V. IV&V Schedule VI. Documentation Needs <p>Prior to and in preparation for the kick-off meeting, the IV&V Contractor shall provide a draft copy of the kick-off materials, begin independent research for the IV&V and obtain pertinent project documents and information from the YHI Project Manager.</p>
<p>Develop IV&V Management Plan</p>	<p>IV&V Management Plan</p>	<p>Once, within 10 business days of the contract execution</p>	<p>To be initially delivered within the first ten (10) business days from the date of contract award, and updated monthly. The IV&V Management Plan shall contain the following:</p> <ul style="list-style-type: none"> a. Resumes of all Key IV&V Contractor personnel; b. A schedule describing the next two-IV&V Review periods, including tasks, activities, work products, and milestones, and will show the schedule's critical path reflecting both IV&V Contractor's and YHI's delivery and response milestones; c. An organization chart reflecting the IV&V Contractor's team, including the team's place within the IV&V Contractor's corporate structure, and providing the key names, addresses and other contact information to be used for dispute resolution and customer feedback; d. A narrative description of all work products, including expected format, content, and organization, to be developed and delivered during the next two IV&V Reviews; and, e. As Appendices, all applicable, Project lifecycle-appropriate IV&V Checklists to be utilized during the next two IV&V Reviews.

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Develop IV&V Review Checklists	IV&V Checklists	Once, within 10 business days of the contract execution	The IV&V Checklists shall be presented in Question and Answer format, and will cover the elements to be reviewed, observed, monitored, and commented on, with regard to all aspects of industry standards for Project Management, Software and Systems Development, and Engineering disciplines as found in IEEE, CMI, and PMBOK industry standards, at a minimum.
Conduct Initial IV&V Review	<ul style="list-style-type: none"> • IV&V Review Activities • Stakeholder Meetings 	February/March 2014	<p>The Initial IV&V Review for the Pre-Operational Readiness period will commence within ten (10) calendar days from the date of contract award. This portion of the Initial IV&V Review will include the following activities:</p> <ul style="list-style-type: none"> a. Submit to IV&V Project Manager a schedule of review activities; b. Submit to IV&V Project Manager a list of Project Team and Stakeholder interviews to be performed, documentation required to review; and; c. Submit to IV&V Project Manager a list of Project Documentation to be provided for IV&V Contractor review, and d. Submit to IV&V Project Manager a list of Project Meetings, etc., to be attended and observed by the IV&V Contractor. <p>Upon completion of the initial review, the IV&V Contractor will review and analyze collected Project artifacts and draft the Initial IV&V Review Report. If prior to the Review report draft completion, the IV&V finds severe risks (high probability / high impact), the IV&V Contractor shall notify the Project Manager accordingly.</p>
Prepare Initial IV&V Review Report	Initial IV&V Review Report (Draft and Final)	March 2014	<p>An Initial IV&V Review Report (Draft Version) will be delivered to the IV&V Contract Manager thirty (30) calendar days after the start of the Initial IV&V Review. If prior to the Review report draft completion, the IV&V finds severe risks (high probability / high impact), the IV&V Contractor shall notify the Project Manager accordingly.</p> <p>YHI comments to the Draft Version of the Initial IV&V Review Report will be returned to the IV&V Contractor within five (5) calendar days of receipt of the Draft Version of the Initial IV&V Review Report.</p>

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Conduct Ongoing Review(s)	<ul style="list-style-type: none"> • Ongoing IV&V Review Activities • Stakeholder Meetings 	Monthly	<p>The IV&V Contractor will perform ongoing review of the YHI HIX project progress. To the extent the following activities are not covered under the initial review, the IV&V Service Provider shall, as necessary:</p> <ul style="list-style-type: none"> a. Submit to IV&V Project Manager a schedule of review activities; b. Submit to IV&V Project Manager a list of Project Team and Stakeholder interviews to be performed, documentation required to review; c. Submit to IV&V Project Manager a list of Project Documentation to be provided for IV&V Contractor review; and, d. Submit to IV&V Project Manager a list of Project Meetings, etc., to be attended and observed by the IV&V Contractor.
Prepare Monthly IV&V Review Report	Monthly IV&V Review Report (Draft and Final)	Monthly	<p>A Monthly IV&V Review Report (Draft Version) will be delivered to the IV&V Project Manager by the 15th of each month, or the first workday immediately following the 15th, if the 15th falls on a weekend or holiday.</p> <p>YHI comments to the Draft Version of the Periodic IV&V Review Report will be returned to the IV&V Service Provider within five (5) calendar days of receipt of the Draft Version of the Monthly IV&V Review Report.</p> <p>The IV&V Contractor will correct errors of fact or omission to the Draft Version of the Monthly IV&V Review Report, and append to the Draft Version all other State comments, and redeliver the Monthly IV&V Review Report within five (5) calendar days from receipt of YHI's comments, marked as Final to the IV&V Project Manager.</p>
Prepare and deliver debriefing	Formal debriefing presentation(s) to the HIX project, YHI, DHW, DOI, CMCS and CCIIO on the IV&V Review Report.	Ad Hoc	<p>The IV&V Contractor will prepare and deliver a debriefing related to the latest, respective (Initial or Periodic) IV&V Review Report's results to YHI. Any such debriefing must be conducted within three (3) business days of the request.</p>
Prepare and deliver Monthly Status Reports.	Contract Status Reporting To IV&V Project Manager.	Monthly	<p>No more than once a month, inform the IV&V Project Manager of current contract status, availability of IV&V Contractor key personnel, work and work products expectations covering the next 60 days in contract schedule.</p>

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<p>Deliverable Observation Report (DOR)</p>	<p>Performed reviews of project artifacts, processes or work products not otherwise defined in this scope of work, as-needed in a special scope of work between State and IV&V Service Provider.</p>	<p>As requested</p>	<p>If desired and requested by YHI, the IV&V Contractor will prepare and deliver a one-time, focused, specific Deliverable Observation Report to the IV&V Contractor, presenting an analysis of a prescribed deliverable or other task not specifically referenced by this scope of work. Examples of such focused Work Products Observation Reports could include:</p> <ul style="list-style-type: none"> a. Detailed Design Document, b. Database Design Document; and, c. independent analysis of compliance of a project deliverable with contract specifications, etc.
<p>Archive Documents</p>	<p>Periodic Archive Creation and Delivery of all project artifacts and research materials and contract work products</p>	<p>Quarterly, due 5 business days after the end of the quarter</p>	<p>Prepare a complete a portable media (e.g. CD-ROM, Flash Drive) archive of all IV&V Documents including draft and final reports, status briefings, exception reports, all versions of the Project Management Plan, Deliverable Observation Review (DOR) Reports, Monthly (Financial) Invoicing, Project Status Reports, and all project materials, documentation, artifacts, data, reports, forms, etc., collected by the IV&V Contractor during the course of their latest IV&V Review. This complete archive is to be submitted with the respective final invoice for the IV&V Review period in question.</p>
<p>Prepare Final IV&V Review Report for Pre-Operational Phase</p>	<ul style="list-style-type: none"> • Final IV&V Review Report for Pre-Certification Phase (Draft and Final) • Stakeholder debrief between draft and final report 	<p>Due to YHI 2 weeks prior to scheduled Pre-Operational Readiness Review with CMS CCIO</p>	<p>A final IV&V Review Report (Draft Version) will be delivered to the IV&V Contract Monitor on a date specified by YHI.</p> <p>YHI comments to the Draft Version of the Initial IV&V Review Report will be returned to the IV&V Contractor within five (5) calendar days of receipt of the Draft Version of the Initial IV&V Review Report.</p> <p>The IV&V Contractor will correct errors of fact or omission to the Draft Version of the Initial IV&V Review Report, and append to the Draft Version all other YHI comments, and redeliver the Initial IV&V Review Report, marked as Final to the State within five (5) calendar days of receipt of YHI's comments. This Final Version of the Initial IV&V Review Report deliverable concludes the Final IV&V Review for the Pre-Certification Review period.</p>

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<p>Prepare Final IV&V Review Report for Operational Readiness Phase</p>	<p>Final IV&V Review Report Operational Readiness Phase (Draft and Final)</p>	<p>Due to YHI 2 weeks prior to scheduled Operational Readiness Review with CMS CCIO</p>	<p>A final IV&V Review Report (Draft Version) will be delivered to the IV&V Project Manager by a date commensurate with the scheduled Operational Readiness review by CCIO.</p> <p>YHI comments to the Draft Version of the Initial IV&V Review Report will be returned to the IV&V Contractor within five (5) calendar days of receipt of the Draft Version of the Initial IV&V Review Report.</p> <p>The IV&V Contractor will correct errors of fact or omission to the Draft Version of the Initial IV&V Review Report, and append to the Draft Version all other YHI comments, and redeliver the Initial IV&V Review Report, marked as Final to the YHI within five (5) calendar days of receipt of YHI's comments. This Final Version of the Initial IV&V Review Report deliverable concludes the Final IV&V Review for the Operational Readiness Review period.</p>
<p>Develop a Corrective Action Plan (CAP)</p>	<p>IV&V Corrective Action Plan (CAP)</p>	<p>As needed</p>	<p>If a Corrective Action Plan (CAP) is necessary, the IV&V Contractor will develop a Corrective Action Plan (CAP) that includes the following elements:</p> <ul style="list-style-type: none"> a. The table of deficiencies and recommended corrective actions from the IV&V Final Findings Report; b. A breakdown of planned YHI tasks and time frames to implement each recommended corrective action; c. A breakdown of planned IV&V Service Provider tasks and time frames for providing IV&V On-Site Assistance
<p>Security and Privacy Pre-Implementation Assessment Report</p>	<p>Pre go-live Privacy and Security Report</p>	<p>One time report delivered 6 to 8 weeks prior to go-live</p>	<p>The report must provide the methodology for determining that the storage mechanism for all private and corporate data housed on the exchange meets privacy and security standards. The Report must affirm that all data meets these standards according to the defined methodology. If anything is not found to meet the standards, strategies for successfully securing the data meeting privacy and security standards must be provided.</p>

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IV&V Assistance	IV&V Assistance	Ad hoc	The IV&V service provider will provide assistance to YHI toward implementing corrective actions identified in the CAP. A breakdown of planned IV&V Contractor tasks and time frames for providing assistance shall be provided. Assistance may include but not be limited to technical assistance, SDLC documentation writing / editing, training or mentoring on project management best practices, or other corrective action support tasks agreed to by the Agency.
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For each validation area described in section 4.6, the IV&V Offeror should include in its monthly report the current state of YHI’s effort, including any pertinent historical background information. The report should also contain a detailed analysis of each area, which answers, at the least, the following general questions:

- What is YHI’s current process in this area?
- In what respect is YHI’s process or technology effective or appropriate?
- In what respect does YHI’s process or technology needs improvement?
- What are the risks to the project and how should YHI respond to each risk?
- Is YHI making measurable progress in this area?
- Is the effort within the triple constraints of budget, scope, and schedule?
- What standards is the project following (State, industry [IEEE, SEI, ISO, etc.,]) internally?
- Are the appropriate documentation and other project artifacts accurate and up-to-date?
- Is there adequate Stakeholder involvement in the Project?
- Are best practices and metrics employed to identify issues, progress, and performance?

Responses should be quantified whenever possible. The report should also contain detailed recommendations in each area specifying what can be done immediately and in the long term to improve YHI’s operation. The report should also include a table of risks, recommend responses, and estimated time frames for implementing responses. Any technologies, methodologies, or resources recommended should reflect industry standards and be appropriate for the unique circumstances and constraints of the HIX Project. The recommendations should also specify a method of measuring YHI’s progress against the recommendations.

Final written deliverables shall not contain structural errors such as poor grammar, misspellings, or incorrect punctuation, and must:

- A. Be presented in a format appropriate for the subject matter and depth of discussion;
- B. Be organized in a manner that presents a logical flow of the deliverable's content; and,
- C. Be based upon relevant, factual information that is current and accurate at the time of submittal.

5. TECHNICAL PROPOSAL REQUIREMENTS

5.1. Introduction

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

The format and content requirements for each section of the Technical Proposal are described below. The Technical Proposal shall include complete responses to all required items listed under each heading. Without providing overly lengthy descriptions, the Technical Proposal must provide clear descriptions and/or responses so that the Proposal Review Team members can adequately evaluate the Offeror’s response and intent. The Offeror is mandated to follow the defined format outlined at *Section 5.2*. At the sole discretion of YHI, YHI may request written clarification to an Offeror’s response in the Technical Proposal to better assist the Proposal Review Team members in evaluating the Offeror’s response and intent.

5.2. Format of Proposal

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

Offerors’ Proposals must be received by YHI on the date and time specified in Section 2.2.

Table 5-1: Formatting Requirements

Subject	Requirement
Paper Size	8½ X 11 inch paper (letter size) and double-sided. While the appearance of proposals is important and professionalism in proposal presentation should not be neglected, the use of non-recycled or non-recyclable or glossy materials is discouraged.
Font	Text font must be no smaller than 12 points. Tables and Figures may be in smaller font but must be legible.
Spacing	Proposals must be single-spaced.
Cover Page	The cover page of each Proposal document must include the following information: <ul style="list-style-type: none"> • Name and address of the Offeror • Date of submission • Title “(Technical or Cost) Proposal for the Your Health Idaho Health Insurance Exchange Solution and Operations”
Page Limit	While there is no page limit, YHI discourages overly lengthy proposals. Offerors should limit the amount of extra material they submit.

Subject	Requirement
Number of Proposals	<p>Offerors will submit two (2) Proposals including:</p> <ul style="list-style-type: none"> • One (1) Technical Proposal • One (1) Cost Proposal
Number of copies	<p>Technical Proposal:</p> <ul style="list-style-type: none"> • One (1) original hard copy and 5 (5) identical copies of the original, each in a three-ring binder with tabbed sections • One (1) electronic copy (flash drive) <p>Cost Proposal:</p> <ul style="list-style-type: none"> • One (1) original hard copy and two (2) identical copies of the original, each in a three-ring binder with tabbed sections • One (1) electronic copy (flash drive)
Shipment	<p>All Proposals must be sealed and addressed to:</p> <p style="padding-left: 40px;">Amy Dowd Executive Director Your Health Idaho 714 West State Street Boise, Idaho 83702 Telephone: 208-991-4911 (for overnight shipping purposes only)</p>
Delivery Method	<p>The following hard copy Proposal delivery methods are acceptable:</p> <ul style="list-style-type: none"> • U.S. Mail: Offerors are cautioned that it is their responsibility to mail Proposals in sufficient time to ensure receipt by the YHI prior to the Proposal due date and time. • Express Delivery: If bids are being sent via an express delivery service, Offerors are responsible for clearly designating the Proposal delivery contact and address, including telephone number, on the outside of the delivery envelope or box. • Hand Delivery: Hand-carried bids shall be delivered to Amy Dowd at the address above prior to the Proposal due date and time. <p>YHI will not accept Offeror Proposals submitted by e-mail or fax.</p>
Envelope Contents and Labeling	<p>Technical Proposals and Cost Proposals must be sealed in separate envelopes or boxes within the “Sealed Bid.” Proposals should be clearly marked “SEALED BID” and should include the following items:</p> <ul style="list-style-type: none"> • Indicate if it is the Technical or Cost Proposal • Title - “Your Health Idaho Health Insurance Exchange IV&V “ • Proposal Due Date • Name of the Offeror

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

5.3. Tab 1 – Transmittal Letter

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

- A statement indicating that the Offeror is a corporation or other legal entity;
- A statement confirming that the Offeror is registered to do business in the State of Idaho and providing its corporate charter number to work in the State of Idaho;
- A statement identifying the Offeror’s federal tax identification number;
- A statement identifying any prior project where the Offeror was terminated before the project was formally completed;
- A statement that no attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal;
- A statement that the Offeror has or has not retained any person or agency to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent arrangement except as disclosed in the Offeror’s proposal;
- A statement of Affirmative Action, that the Offeror does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability;
- A statement that no cost or pricing information has been included in the Transmittal Letter or any other part of the Technical Proposal;
- A statement that the Offeror has read, understands, and agrees to all provisions of this RFP without reservation;
- Certification that the Offeror’s offer will be firm and binding for 180 days from the proposal due date;
- A statement naming any outside firms responsible for writing the proposal

- A statement agreeing that the Offeror and all subcontractors will sign the Drug Free Workplace Certificate;
- A statement that the Offeror has acknowledged and accepts the terms found in the YHI Security Standards for Third Parties (*Appendix A*);
- A statement confirming that the IV&V Offeror has no relationship whatsoever with any potential HIX IT firms that may be awarded a contract with YHI upon if said potential companies at public at time of response.
- All proposals submitted by corporations must contain certifications by the secretary, or other appropriate corporate official other than the corporate official signing the Technical Proposal, that the corporate official signing the Technical Proposal has the full authority to obligate and bind the corporation to the terms, conditions, and provisions of the Technical Proposal;
- All proposals submitted must include a statement that the Offeror presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services under this Contract, and it shall not employ, in the performance of this Contract, any person having such interest;
- If the proposal deviates from the detailed specifications and requirements of this RFP, the Transmittal Letter must identify and explain these deviations. YHI reserves the right to reject any Technical Proposal containing such deviations or to require modifications by the Offeror before acceptance.

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

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

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

5.4. Tab 2 – Mandatory Requirements Checklist

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

5.5. Tab 3 – Executive Summary

The Executive Summary shall be a brief summation of the Offeror’s proposal, highlighting relevant contents of the Proposal to provide YHI with a broad understanding of the Offeror’s Technical Proposal. The Executive Summary shall clearly and concisely highlight the contents of the Technical Proposal.

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

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

5.6. Tab 4 – Corporate Experience

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

5.6.1. Company Background

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

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

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

5.6.2. Company Experience

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

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

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

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

5.6.3. Corporate References

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

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

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

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

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

5.6.4. Company Financial Condition

The Offeror must demonstrate that its organization is in sound financial condition or that appropriate corrective measures are being taken to address and resolve any identified financial problems. The Offeror shall provide financial information in such a manner that YHI can reasonably formulate a determination about the stability and financial strength of the organization. This must include company size, organization, date of incorporation, ownership, number of employees, and revenues for the previous two (2) fiscal years, as well as Audited Financial Statements from the previous two years.

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

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

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

Additional financial information may be requested during the evaluation process.

5.7. Tab 5 – Organization and Staffing Plan

The Organization and Staffing section shall include: 1) project team organization; 2) charts of proposed personnel and positions; and 3) identification and resumes of key personnel, as required in this RFP. The Offeror shall identify location that the staff will be “based” during the contract period. While YHI is not requiring the Offeror’s Project Manager or Staff to be based in Boise, Idaho, preference may be given to Idaho-based staff. Regardless of location, the Project Manager is required to be available to travel to Boise, Idaho, at YHI’s request.

Key personnel must include, at a minimum, one full-time person to serve as the Offeror’s Project Manager. Additional knowledgeable staff as deemed necessary by the Offeror to fulfill the roles and responsibilities for all phases of the project, including each major activity as listed in *Section 4: Scope of Work*, shall also be discussed. The Offeror shall acknowledge that key personnel are not to be replaced, substituted, or removed from the position and/or phase proposed without explicit approval from YHI. Any attempt by the Offeror to replace, substitute, or removed key personnel as proposed without approval from YHI may result in YHI invoking its rights to pursue liquidated damages and/or nullification of award.

5.7.1. Organization

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

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

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

5.7.2. Resumes

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

Each project referenced in a resume should include the customer name, the time period of the project, and the time period the person performed, as well as a brief description of the project and the person's responsibilities.

5.7.3. Staff References

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

5.8. Tab 6 – Project Management and Control

Offerors must include a Project Management and Control section that includes a summary description of the methodology to be used in planning and control of the project, project activities, and progress reports. This section should include the Offeror's:

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

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

5.9. Tab 7 – Work Plan

Offerors must provide a Work Plan and Schedule that includes:

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

5.10. Tab 8 – Approach

The Offeror must address the Offeror's approach to completing all activities described in *Section 4: Scope of Work*. The Offeror must describe their methodology to achieve all tasks and complete all deliverables. The Offeror may suggest alternative tasks and/or deliverables, provided they explain their reasoning and any associated ramifications. They are also encouraged to identify any major risks associated with each completing each phase on time and describe their corresponding mitigation strategies.

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

6. COST PROPOSAL REQUIREMENTS

6.1. General

The Offeror must submit one (1) original hardcopy Cost Proposal and two (2) hardcopies. One electronic copy of the technical proposal is also requested. The Cost Proposal must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.). The original hardcopy of the Cost Proposal must contain original signatures in blue ink and be clearly marked as “Original Cost Proposal.” The Cost Proposal should also include one (1) electronic copy in Microsoft Office (Word, Excel, and PowerPoint) format or Adobe Acrobat Portable Document Format (PDF) saved to a flash drive.

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

6.1.1. Pricing Sheets

Two (2) worksheets compose the set of Price Sheets that will be provided to YHI. The worksheets are:

- Total Pricing by Deliverable (Price Sheet A)
- Hourly Rate Sheet by Position (mandatory but not evaluated) (Pricing Sheet B)

Templates for Pricing Sheets are included in the tables below. For Price Sheet A, Offeror’s asked to provide a deliverable-based payment schedule that assigns an appropriate cost to each deliverable produced and the total number of person hours estimated for the proposed work. The Deliverables detailed in the Pricing Sheet represent the core Offeror deliverables associated with this effort. Offeror’s can propose additional deliverables and their associated prices if needed to complement their proposed approach to the RFP scope of services.

In addition to Pricing Sheet A, Offerors are also requested to provide an hourly rate for optional and/or additional tasks that may be requested of the IV&V Contractor throughout the lifecycle of the project. In the event that YHI wishes to engage the IV&V Contractor for optional services, the rates provided in Price Sheet B combined with an estimated level of effort from the contractor will be used to establish the price associated with that request. In providing the hourly rates, reference the labor categories or personnel position descriptions/titles used in response to the project scope.

PRICE SHEET A: TOTAL PRICING BY DELIVERABLE

Deliverable	Hours	Total Price
IV&V Project Kick-Off	0	\$0
Develop IV&V Management Plan	0	\$0
Develop IV&V Review Checklists	0	\$0
Conduct Initial IV&V Review	0	\$0
Prepare Initial IV&V Report	0	\$0
Conduct Ongoing Review(s)	0	\$0
Prepare Monthly IV&V Report (s)	0	\$0
Prepare Final IV&V Review Report for Pre-Operational Readiness Phase	0	\$0
Develop Privacy and Security Pre-Implementation assessment report	0	\$0
Prepare Final IV&V Report for Operational Readiness Phase	0	\$0
Conduct IV&V Report Debriefings	0	\$0
Maintain IV&V Project Artifact Archive	0	\$0
<i>Others (Please Specify)</i>	0	\$0
Total	0	\$0

PRICE SHEET B: HOURLY RATE SHEET BY POSITION AND CALENDAR YEAR

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

Project Title	Hourly Rate
Project Manager	
<i>Other (Please Specify)</i>	

7. EVALUATION PROCESS

7.1. Evaluation Approach

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

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

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

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

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

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

7.2. Proposal Review Team

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

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

7.3. Evaluation of Proposals

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

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

7.3.1. Phase One – Mandatory Requirements Evaluation

In this phase, each proposal will be assessed to determine if the proposal is sufficiently responsive. This process will verify that Offeror proposals were received by the specified date and time. Proposals received in a timely and appropriate manner will then be opened and reviewed. Each proposal will be evaluated to determine if it is complete and whether it responds to the mandatory terms and conditions in the RFP. A responsive proposal shall comply with all instructions listed in this RFP, specifically in *Section 2: RFP Schedule and Procurement Requirements, Section 5: Technical Proposal Requirements, and Section 6: Cost Proposal Requirements.*

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

7.3.2. Phase Two - Technical Proposal Evaluation

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

Table 7-1: Point Distributions for Technical and Cost Proposals

Proposal Category	Maximum Points Allotted
Executive Summary	Pass/Fail
Corporate Experience	150
Organization and Staffing	250
Project Management and Control	50
Work Plan	50
Approach to Scope of Work	200
Total Technical Proposal	700
Total Cost Proposal	300

The Proposal Review Team will review each Technical Proposal to determine if it sufficiently addresses all of the requirements of this RFP and that the Offeror has developed a specific approach to meeting each requirement. High-level descriptions of each domain criteria and what will be evaluated are described in

this section. These descriptions provide Offerors guidance to prepare proposals, however they are not all-inclusive of evaluation criteria or factors to be considered by the Proposal Review Team in assigning scoring for each area.

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

Executive Summary (Pass/Fail)

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

Corporate Experience (150 Points)

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

Organization and Staffing (250 Points)

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

Project Management and Control (50 Points)

The Proposal Review Team will assess this section of the Offeror's proposal to determine if the proposed project management approach and methodologies conform to YHI's expectations and are appropriate for a project of this nature.

Work Plan (50 Points)

The Proposal Review Team will assess this section of the Offeror's proposal to determine if the proposed work plan is reasonable and meets YHI's and the Project's needs for timely information and data from the IV&V process.

Approach to Scope of Work (200 Points)

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

7.3.3. Phase Three - Cost Proposal Evaluation

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

A maximum of three hundred (300) points will be awarded to the responsive Cost Proposal with the lowest total price. Cost Proposal scores will then be normalized to one another, based on the lowest cost proposal evaluated. The normalization formula follows:

$$\text{Lowest Cost Proposal} / \text{Cost of Proposal Under Consideration} * \text{Maximum Number of Points} = \text{Score}$$

Cost proposals may additionally be considered for the cost as a relative value to the proposed staff and scope of work / work plan.

7.3.4. Phase Four - Selection

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

7.4. Contract Approvals

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

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

8. CONTRACT TERMS AND CONDITIONS

8.1. General

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

8.2. Applicable Law

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

8.2.1. Conformance with Federal and State Regulations

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

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

8.3. Term of Contract

This is a one-year contract solicitation, with an option for a six-month extension that has been deemed to be in the best interest of the citizens of the State of Idaho by YHI. The contract term shall begin upon execution of the Contract and shall continue through December 31, 2014, with a possible extension to June 30, 2015.

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

8.3.1. Stop Work Order

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

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

8.3.2. Cancellation or Expiration of the Order

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

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

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

8.3.3. Termination of Contract

The Contract may be terminated for the reasons below.

8.3.3.1 Bankruptcy or Insolvency

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

8.3.3.2 Default

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

8.3.3.3 Convenience

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

8.3.3.4 Non-availability of Funds

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

8.3.4. Force Majeure

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

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

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

8.4. Payment

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

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

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

8.4.1. Payment for Design, Development, Testing, Training, Conversion/ Migration, and Implementation

YHI will pay a firm fixed price upon its completion and YHI's written acceptance of each payment deliverable listed in *Price Sheet B in Section 6: Cost Proposal Requirements*. This list represents each and every payment deliverable for all activities described in *Section 4: Scope of Work*. Prices for each payment deliverable will be based on *Pricing Schedule B* in the Offeror's Cost Proposal as finalized in the Contract resulting from this procurement.

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

8.4.2 Other Payments

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

8.5. Performance Standards and Associated Liquidated Damages

8.5.1. Performance Damages

YHI will pay a firm fixed price upon its completion and YHI's approval of each payment deliverable listed in *Payment Schedule in Section 6: Cost Proposal Requirements* to be based on *Price Sheet A* in the Contractor's Cost Proposal as finalized in the Contract resulting from this procurement. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the Contract (including dates for deliverables and milestones found in the Work Plan provided in the Technical Proposal as finalized in the Contract resulting from this procurement), the Contractor shall be liable for liquidated damages in the amount(s) of \$2,500 per calendar day. Any liquidated damage amounts due and payable by Contractor pursuant to any paragraph of this Contract shall be payable, not as a penalty, but as liquidated damages representing an estimate of damages likely to be sustained by YHI, estimated at the time of executing this Contract.

8.5.2. Actual Damages and Liquidated Damages

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

8.5.3. Other Damages

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

8.6. Cost or Pricing Data

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

8.7. Subcontracting

8.7.1. Rights and Responsibilities

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

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

The Contractor may negotiate and enter into contracts or agreements with subcontractors (with prior written consent of YHI) to the benefit of the Contractor and the State as long as the subcontractors meet all established criteria and provide the services in a manner consistent with the minimum standards specified. All such agreements shall be in writing and shall specify the activities and responsibilities delegated to the subcontractor. The contracts must also include provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate. YHI reserves the right to approve any subcontractor utilized by the Contractor. YHI reserves the right to inspect all subcontract agreements at any time during the contract period. Any subcontract may be subject to the YHI's prior

review and approval. The Contractor's subcontractor shall submit to the Contractor evidence or other documentation from the State Tax Commission, State of Idaho, showing that all delinquent taxes, if any, levied or accrued under State law against the subcontractor/provider have been paid.

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

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

8.7.2. Anti-Assignment

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

8.8. Ownership Rights

8.8.1. Ownership of Proposal

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

8.8.2. Ownership of Documents

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

8.8.3. Ownership of Information and Data

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

8.9. Interpretations / Changes / Disputes

8.9.1. Conflict of Language

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

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

8.9.2. Waiver

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

8.9.3. Severability

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

YHI may at any time, by written order delivered to the Contractor at least 15 days prior to the commencement date of such change, make administrative changes within the general scope of the

contract. If such change(s) causes an increase or decrease in the cost of the performance of any part of the work under the contract, an adjustment commensurate with the change in the cost of performance under this contract will be made in the contract price or delivery schedule, or both. Any claim by the Contractor for adjustment under this clause must be asserted in writing to YHI within 15 days from the date of receipt by the Contractor of the notification of change. Nothing in this case, however, will in any manner excuse the Contractor from proceeding diligently with the contract as changed.

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

8.9.4. Disputes

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

8.9.5. Cost of Litigation

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

8.9.6. Attorney Fees

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

8.10. Status of the Contractor

8.10.1. Independent Contractor

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

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

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

8.10.2. Employment Practices

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

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

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

8.10.3. Conflict of Interest

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

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

8.11. Risk Management

8.11.1. Indemnification

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

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

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

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

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

default. The Contractor shall remain liable for ensuring that all operational performance standards remain satisfied.

8.11.2. Insurance

Contractor shall provide the Insurance described in *Appendix G*.

8.11.3. Limitation of Liability

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

8.12. Confidentiality of Information

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

8.13. Right of Inspection

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

8.14. Contractor Compliance Issues

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

8.14.1. Federal, State, and Local Taxes

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

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

8.14.2. License Requirements

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

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

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

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

8.14.3. Records Retention Requirements

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

8.14.4. HIPAA Compliance

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

8.14.5. Bribes, Gratuities, and Kickbacks Prohibited

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

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

8.14.6. Small and Minority Businesses

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

8.14.7. Suspension and Debarment

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

8.15. Project Work Schedule

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

8.16. Warranty

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

Contractor is unable to perform the services as warranted, the Contractor shall reimburse YHI the fees paid to the Contractor for the unsatisfactory services.

8.16.1. Warranty of Fiscal Integrity

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

8.16.2. Warranty of Solution

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

8.17. Federal Clauses

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

APPENDIX A: VENDOR CERTIFICATIONS

The Offeror agrees and will comply with the following:

1. All proposed capabilities can be demonstrated by the Offeror.

2. CONFLICT OF INTEREST:

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

3. COMPLIANCE WITH CERTAIN LAWS:

a. HIPAA:

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

b. Lobbying:

i. The Contractor certifies that none of the compensation under the Contract has been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the Idaho Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

ii. If any funds, other than funds provided by the Contract, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the Contract, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report

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

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

4. CONFIDENTIAL INFORMATION:

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

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

5. *QUALIFICATION:*

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

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

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

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

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

Signature

Title

Date

APPENDIX B: VENDOR INFORMATION SHEET

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

APPENDIX C: TECHNICAL REQUIREMENTS MATRIX

Please see attached Technical Requirements Matrix Excel document.

APPENDIX D: CORPORATE REFERENCES

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

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

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Client:		
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Name Prime Vendor and All Subcontractors and Role of Offeror:		
Funded Contract Cost:		
4. Client References	5. Client References	6. Client References
Name, Position: Client: Address: Email: Phone:	Name, Position: Client: Address: Email: Phone:	Name, Position: Client: Address: Email: Phone:
Description of Worked Performed:		
Project Personnel Requirements:		
# of FTEs and Total Staff Hours Expended:		

APPENDIX E: PROPOSED KEY STAFF RESUME TEMPLATE

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

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

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

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

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

APPENDIX F: STAFF REFERENCES TEMPLATE

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

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

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

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

Description of Work Performed:

APPENDIX G: INSURANCE

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

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

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

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

Additional Insurance Requirements. Each insurance policy required pursuant to this 0 shall be issued by insurance companies with a Best's Rating of no less than A-.

Certifications of Coverage. Contractor shall provide the Exchange with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this 0, and shall not do anything to invalidate such insurance. This 0 shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement, including without limitation the indemnification obligations provided in the Agreement.

APPENDIX H: FEDERAL CONTRACT CLAUSES

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

1. REMEDIES.

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

2. TERMINATION.

- (a) **Termination for Convenience.** YHI may terminate this contract, in whole or in part, at any time by written notice to Contractor. For a cost-based contract, Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. For a service contract, YHI shall be liable only for payment under the payment provisions of the Contract for services rendered before the effective date of termination. If termination occurs before payment would be due under the Contract, Contractor shall be entitled to the reasonable compensation for services accepted through the effective date of termination. Contractor shall promptly submit its termination claim to YHI to be paid to Contractor. If Contractor has any property in its possession belonging to YHI, Contractor will account for the same and return it or dispose of it in any manner YHI directs.
- (b) **Termination for Breach.** Either party may terminate for failure of the other party to fulfill its obligations, as set forth within a specific contract. Reasonable allowances will be made for circumstances beyond the control of Contractor or YHI. Written notice of the intent to terminate is required and shall specify the reasons supporting termination.
- (c) **Termination for Default.** If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, Contractor fails to perform in the manner

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

- (d) **Termination Opportunity to Cure.** YHI in its sole discretion may, in the case of a termination for breach or default, allow Contractor 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to YHI's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within 10 days after receipt by Contractor of written notice from YHI setting forth the nature of said breach or default, YHI shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude YHI from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- (e) **Non-Waiver of Remedies.** In the event that YHI elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this contract, such waiver by the YHI shall not limit the YHI's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

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

- (a) **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, Contractor agrees that it will not (i) discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability or (ii) operate any programs or activities for YHI in a manner that limits participation or access or otherwise discriminates against any person on the basis of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements HHS may issue, including any certifications of compliance required as a condition of using federal grant funds to pay Contractor.
- (b) **Equal Employment Opportunity.** Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the U.S. Department of Labor (DOL) regulations, 41 C.F.R. 60 et seq.
- (c) **Subcontractor Selection.** In the event YHI permits Contractor to contract with any third party to perform any of Contractor's obligations to YHI, Contractor must make positive efforts to use small businesses, minority-owned firms, and women-owned businesses as sources of goods and services whenever possible. To this end, Contractor must place qualified small, minority-owned,

and women-owned business enterprises on solicitation lists; ensure that small, minority-owned, and women-owned business enterprises are solicited whenever they are potential sources; consider contracting with consortia of small, minority-owned, or women-owned business enterprises when an intended contract is too large for any one such firm to handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations might compete; make information on contracting opportunities available and establish delivery schedules that encourage participation by small, minority-owned, and women-owned business enterprises; and use the services and assistance of the Small Business Administration and the Minority Business Development Agency, as appropriate.

4. **COPELAND ANTI-KICKBACK ACT.** Contractor agrees to comply with the Copeland Anti-Kickback Act, as amended, 18 U.S.C. 874, et seq., as supplemented in the DOL regulations 29 C.F.R. Part 3, which are hereby incorporated by reference.
5. **DAVIS-BACON ACT.** If Contractor performs more than \$2,000 in construction, alteration, or repair services on public buildings or public works on behalf of YHI, it must comply with the Davis-Bacon Act, 40 U.S.C. 3141 et seq., and implementing DOL regulations, 29 C.F.R. 5. The Davis-Bacon Act requires Contractors to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. The Davis-Bacon Act also requires Contractors to pay wages not less than once per week.
6. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** If Contractor performs more than \$2,000 in construction, alteration or repair services for YHI, or more than \$2,500 for other contracts which involve the employment of mechanics or laborers, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 327-330, and as supplemented by DOL regulations, 29 C.F.R. Part 5.
 - (a) **Overtime Requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
 - (b) **Violation, Liability for Unpaid Wages, Liquidated Damages.** In the event of any violation of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth above.
 - (c) **Withholding for Unpaid Wages.** Contractor shall upon its own action or upon written request of an authorized representative of the DOL withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this Section 6.

7. **NOTICE OF AWARDED AGENCY REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING.** YHI shall monitor Contractor's activities, and Contractor shall cooperate with YHI and furnish all information necessary to fulfill all reporting requirements imposed upon YHI under 45 C.F.R. 92.40 and 92.41. Contractor shall inform YHI as soon as the following types of conditions become known: (i) problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Contract, and (ii) favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated, or producing more beneficial results than originally planned. Contractor shall permit YHI and any appropriate Federal agency to make site visits as warranted by program needs.
8. **PATENT RIGHTS.** Irrespective of the status of the Contractor (for example, a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, individual, and so forth), Contractor agrees to comply with HHS requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract.
9. **COPYRIGHTS AND RIGHTS IN DATA.** This Contract is governed by the requirements of Federal law and regulations concerning ownership and licensing of copyrights and rights in data. Pursuant to 45 C.F.R. 92.36, HHS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for Federal Government purposes: (i) the copyright of any work developed under this Contract or any subcontract thereunder, and (ii) any rights of copyright to which YHI or Contractor purchases ownership of with Federal grant support. If, for any reason, the project is not completed, all data developed under the project is required to be delivered as YHI or HHS may direct.
10. **ACCESS TO RECORDS AND RETENTION.** Contractor agrees to develop and retain records identifying the basis for determining the valuation of personal services, materials, equipment, buildings, and land.
 - (a) **Inspection of Records.** Contractor agrees that the relevant books, documents, papers, and records of the Contractor which are directly pertinent to the Contract shall be subject to inspection, examination, review, audit, transcription and summarization by YHI, HHS, the Comptroller General of the United States, or any of their duly authorized representatives. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. This right of access shall last as long as the records are retained by Contractor in accordance with 45 C.F.R. 92.42.
 - (b) **Maintenance of Records.** Contractor agrees to maintain all books, records, accounts, and reports related to Contractor's work for YHI for a period of not less than three (3) years after the date of termination or expiration of this contract, except that in the event of litigation or settlement of claims arising from the performance of this contract, Contractor agrees to maintain same for any longer period required for YHI, HHS, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

- 11. CLEAN AIR ACT, CLEAN WATER ACT AND EPA REGULATIONS.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to: (i) the Clean Air Act, as amended, 42 U.S.C. 1875(h), et seq.; (ii) the Clean Water Act, as amended, 33 U.S.C. 1368, et seq.; and (iii) Executive Order 11738 and Environmental Protection Agency regulations, as amended, 40 C.F.R. Part 15. Contractor agrees to report each violation to YHI and understands and agrees that YHI will, in turn, report each violation as required to assure notification to HHS and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by HHS.
- 12. ENERGY EFFICIENCY.** Contractor shall comply with mandatory standards and policies relating to energy efficiency that are defined in Idaho’s energy conservation plans issued in accordance with the Energy Policy and Conservation Act.
- 13. GOOD STANDING.** Contractor certifies, by signing this Contract, that neither Contractor nor Contractor’s principals are presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, “Debarment and Suspension,” 28 C.F.R. 67.510, and any relevant program-specific regulations. Contractor shall require this certification from every subcontractor receiving any payment in whole or in part from federal funds.
- 14. SUBCONTRACTS.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Exhibit and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these terms, and any other clauses required by federal statute or executive order, and their implementing regulations.
- 15. COST PRINCIPLES.** If the agreement between YHI and Contractor is a “cost-type” contract, then allowable costs will be determined in accordance with the appropriate cost principles required as a condition of using federal grant funds, as set forth in the HHS Grants Policy Statement or other federal regulations, policies, or agreements between YHI and the applicable federal funding agency.