

PROCUREMENT POLICY

IDAHO HEALTH INSURANCE EXCHANGE

October 30, 2013

The Board of the Idaho Health Insurance Exchange ("Board"), by resolution, has adopted the following Procurement Policy for the Idaho Health Insurance Exchange. This Policy is adopted pursuant to Idaho Code § 41-6104(10). This Policy replaces the Interim Procurement Policy approved by the Board on May 9, 2013 and amended by the Board on October 22, 2013. This Policy addresses the Exchange's procurement process and outlines when Board approval is necessary for contracts procured pursuant to this Policy. The execution of contracts or the authorization of disbursements pursuant to such contracts shall be consistent with: (a) this Policy; (b) Board resolutions authorizing the same; (c) the Delegation of Authority ("DOA") approved simultaneously herewith and attached hereto as Exhibit A; and (d) other policies approved by the Board.

1. FEDERAL REGULATIONS. As a recipient of a federal grant funding, and for expenditures funded by those grant funds, the initial procurement practices of Board and Exchange must meet the requirements of federal law. The requirements of federal law for the use of grant funds are defined by regulations promulgated by the United States Department of Health and Welfare, 45 C.F.R Part 92. Section 92.36 of those regulations provides that "[w]hen procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-federal funds."¹ Thus, these federal regulations require that the Exchange follow state procurement law. These grant regulations also provide that "every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations." The federal contract clauses, which must be incorporated into any contract or purchase order where grant funds will be expended, are attached as Exhibit B to this Policy.

2. IDAHO REQUIREMENTS. Under Idaho law, the Exchange is specifically exempt from the purchasing statutes and rules of the state of Idaho or any subdivision of the state. Idaho Code § 41-6104(2). The Exchange is authorized, under Idaho law, to develop, adopt and implement procurement policies and guidelines. Idaho Code § 41-6104(10). Also, the Exchange is authorized to "enter into contracts to effectuate and implement a health insurance exchange and shall accept requests for proposal to bid on such contracts." Idaho Code § 41-6105(1)(f).

3. GENERAL AUTHORITY. Subject to the terms of this Policy, the Exchange, acting through its Executive Director or another duly authorized officer, shall have the authority to purchase equipment, software and other items of personal property or to obtain professional, information technology or other services on any terms necessary or incidental to carrying out the purposes of the Exchange.

¹ Under these federal regulations, a "State" means an "instrumentality of a State exclusive of local governments." According, for purposes of these regulations, the Exchange is defined as a "state." 45 C.F.R. § 92.3.

4. PROCUREMENT PROCESS. Contracts for the purchase of equipment, software or other items of personal property or for professional, information technology or other services shall be awarded by the Exchange as follows: (a) for contracts where the anticipated expenditure during a twelve-month period or for a particular project is less than \$15,000, Board approval is not needed as provided in Section 6 below, and the Executive Director may award such contract as the Executive Director determines to be appropriate and in the best interests of the Exchange under the circumstances; (b) for contracts where the anticipated expenditure during a twelve-month period, or for a particular project, exceeds \$15,000, Board approval may be required pursuant to Section 6 below, and such contract shall be awarded on the basis of a competitive process which includes the solicitation of responses to requests for proposals, either by publication or from at least three qualified and interested vendors; and (c) for contracts where the anticipated expenditure during a twelve-month period or for a particular project exceeds \$15,000, and when the Board determines that there is only one vendor reasonably available to provide the equipment, software or other items of personal property or the professional, information technology or other services, the Board may authorize the Executive Director to enter into such a contract without the solicitation of responses to requests for proposal.

5. CONTRACTS WITH GOVERNMENTAL ENTITIES. When it is in the best interest of the Exchange, the Exchange may, without competition, enter into an agreement to procure goods or services from an agency or unit of (a) the state of Idaho, (b) a political subdivision of the state of Idaho, (c) the federal government, or (d) another state government, including another state's health insurance exchange. Notwithstanding any other provision of this Agreement, any inter-governmental agreement described in this Section, where the anticipated expenditure during a twelve-month period, or for a particular project, exceeds \$15,000, must be approved by the Board. The Executive Director shall have authority to approve any such agreement where the anticipated expenditure during a twelve-month period, or for a particular project, is less than \$15,000.

6. BOARD APPROVAL THRESHOLDS. Except as provided in Section 5 above, the Board shall review, and in its discretion approve, any new contract for a budgeted expenditure where the expenditure is expected to exceed \$100,000 in any given fiscal year of the contract term. The Board shall review, and in its discretion approve, any new contract for a non-budgeted expenditure where the expenditure is expected to exceed \$15,000 in any given fiscal year of the contract term. The Executive Director may, in his or her discretion, approve any new contracts where the anticipated expenditure is less than the respective thresholds described in this Section.

7. FORM OF REQUEST FOR PROPOSAL. Any request for proposal issued by the Exchange shall be in substantially the form attached hereto as Exhibit C. In evaluating responses to requests for proposals the Exchange shall consider the vendor's qualifications and experience as well as the cost of the items or services to be purchased.

8. AWARD FINALITY. No contract shall be deemed awarded until actual execution of the contract.

9. STATE CONTRACTS. Any contract entered into by a state agency for the benefit of the Exchange may be assigned to the Exchange and subsequently amended and/or funded by the Exchange.

10. IDAHO PREFERENCE. In accordance with Idaho Code § 41-6108, the Exchange shall, to the fullest extent practicable and consistent with state and federal law, contract with businesses in Idaho that employ Idaho citizens.

11. OTHER STATE POLICIES. In its sole discretion and as it determines may be in the best interest of the Exchange, the Board may adopt, in whole or in part, any procurement practice, policy or procedure currently in effect for the state of Idaho or its political subdivisions.

12. CONFLICT OF INTEREST. No contract shall be awarded unless such contract will be in compliance with the Exchange's conflict of interest policy then in effect.

13. COMPLIANCE WITH FEDERAL POLICIES. To the extent that Federal policies, procedures and/or requirements apply to any contract based on the use of Federal funding for such contract, the Exchange shall comply with any and all such policies, procedures and/or requirements.

14. COOLING-OFF PERIOD. Unless approved by a two-third's majority of the Board, for a period of 12 months from the date of a Board Member's separation from the Exchange, the Exchange will not contract with or employ such former Board member. Further, unless approved by a two-thirds majority of the Board, for a period of 12 months from the date of the separation from or the termination of an individual's engagement with the Exchange, the Exchange will not enter into a New Contract with such individual or with a company which is owned by, managed by, or employs such (a) individual who is a former member of the Board; (b) individual who has been an employee of the Exchange; or (c) individual who has been an employee or owner of an Independent Contractor (as defined below) to the Exchange. For purposes of this Section only, an "Independent Contractor" is a company that receives a majority of its revenue from the Exchange. "New Contract" shall not include modifications to or renewals of existing contracts.

EXHIBIT A
Delegation of Authority

Your Health Idaho: Delegation of Authority (“DoA”) Policy

Version	DRAFT
Version Date	December 2015
Document Sponsor	Controller
Document Owner	Controller
Next Review Date	February 2017

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Subject to employee confidentiality obligations

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1.0 Purpose

This Delegation of Authority ("DoA") establishes (1) spending authority limits for the approval of financial expenditures by Your Health Idaho and (2) a framework for approval of (a) new contracts; (b) employment decisions; and (c) banking decisions. This DoA supplements Your Health Idaho's Procurement Policy and should be read in conjunction with that policy.

2.0 Scope

This DoA should be consistently applied by Your Health Idaho. The approval of financial expenditures and the other operational decisions set forth above is limited to the authority granted in this document and in the Procurement Policy. Exceptions, that are not inconsistent with this DoA or the Procurement Policy, may be granted with written approval of (1) the Board Chair and (2) either the Board Vice-Chair or Treasurer.

This Policy is monitored by the accounting department to ensure proper approvals and controls for expenditures. All expenditures must be approved in accordance with YHI policies and procedures.

3.0 Bank Accounts

Your Health Idaho uses the following bank accounts, with the following individuals authorized to sign on each account:

Bank, Account Type, and Reference No.	Authorized Signator(s)
Idaho Independent Bank Checking Last four digits - 9479	Board Chair Board Vice-Chair Treasurer Executive Director Director of Operations Director of IT, Privacy and Security
Idaho Independent Bank Daily Investment Sweep Last four digits - 0311	Board Chair Board Vice-Chair Treasurer Executive Director
Idaho Independent Bank Line of Credit (up to \$100K) Last four digits - 0453	Executive Director Controller (transaction authority only)

The Board has previously adopted signature authority for YHI bank accounts, which authority is consistent with this DoA and therefore remains in effect. Checks, ACH's, EFTs and any other cash disbursements require the following signatures:

- >=\$15,000 requires dual signature from either the Executive Director, Director of Operations, Director of IT, Privacy and Security, Board Chair, Board Vice-Chair, and/or Treasurer
- <\$15,000 a single signature from either the Executive Director, Director of Operations, Director of IT, Privacy and Security, Board Chair, Board Vice-Chair, or Treasurer.

4.0 Grant of Authority

Authority limits set forth below are for approval of expenditures, new contracts and employment and banking decisions.

Area	Description	Board	Executive Director	Finance Director
Employment (as treated as Operating expenditure as referenced below)	New hires within budget and expenditures related thereto	Unlimited ¹	Unlimited	N/A
	Terminations for cause ⁴	Unlimited ¹	Unlimited	N/A
	Workforce reductions	Unlimited ²	N/A	N/A
Execution of Contracts ³ <i>which have been procured and approved pursuant to the Procurement Policy</i>	Execution of contracts - approved budget	Unlimited ²	Up to \$100,000 annual value	N/A
	Execution of contracts - unapproved budget	Unlimited ²	Up to \$15,000 annual value	N/A
Banking <i>Signature requirements for any cash disbursements remain as described in section 3 above</i>	Opening of new Operating accounts	Unlimited ²	N/A	N/A
	Opening of new Credit facilities	Unlimited ²	N/A	N/A
	Closing accounts	Unlimited ¹	Unlimited with \$0 balance or balance transferred to existing YHI account	Unlimited with \$0 balance or balance transferred to existing YHI account

Invoice Approvals	>= \$500,000	\$50,000 - \$500,000	up to \$50,000
Expenditures pursuant to approved contract or otherwise approved	Director responsible for vendor, and Executive Director, and Controller	Executive Director, and Controller	Controller

Notes:

1. Requires Board Chair, Vice-Chair or Treasurer approval
2. Requires majority approval
3. Requires legal sign-off prior to execution of contract
4. May require legal review

5.0 Delegates

Delegates should be designated when the Approver is expected to be out of the office for more than 1 business day and will not have electronic connectivity. For vacation time, Approvers should designate delegate regardless of the number of days away from the office. Delegates must be designated based on the table below.

Approver	Delegate
Executive Director	Controller
Controller	Executive Director

In order for the delegation to be effective, email notification must be sent by the individual delegating the authority and acknowledged by the designee.

In the absence of both the Executive Director and Controller, delegation would be transferred to the Board Chair.

EXHIBIT B
Federal Clauses

REQUIRED FEDERAL CONTRACT CLAUSES **FOR EXPENDITURE OF FEDERAL GRANT FUNDS**

The following clauses govern contracts between the Idaho Health Insurance Exchange dba Your Health Idaho ("**Exchange**") and other parties (each a "**Contractor**") when federal grant funds are used to pay Contractor.

1. REMEDIES.

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

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

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

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

2. TERMINATION.

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

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

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

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

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

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

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

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

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

3.3 Subcontractor Selection. In the event the Exchange permits Contractor to contract with any third party to perform any of Contractor's obligations to the Exchange, Contractor must make positive efforts to use small businesses, minority-owned firms, and women-owned businesses as sources of goods and services whenever possible. To this end, Contractor must

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

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

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

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

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

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

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

to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this Section 6.3.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C
Form of Request for Proposal

REQUEST FOR PROPOSALS

for

_____ SERVICES

IDAHO HEALTH INSURANCE EXCHANGE

Project: _____ **Services**

Response Date: _____, 2013, 12:00 noon.

[insert date]

I. GENERAL INFORMATION

PROPOSAL – The Idaho Health Insurance Exchange (“Exchange”) is seeking qualified and experienced respondents to submit a written response to this Request for Proposals (“RFP”) to perform _____ (“Services” or “Project”) for the Exchange, as required by the Patient Protection and Affordable Care Act (“ACA”). This RFP process is intended to solicit binding proposals from the pre-qualified candidates who have demonstrated an interest in the Project and have been deemed qualified to perform the work.

The Services will comply with all applicable rules, standards and specifications of the State of Idaho, the federal government and other regulatory agencies. The successful respondent to this RFP must be licensed, if applicable, qualified, and must have the demonstrated ability to provide similar services for other projects similar in size and complexity to the Project. The successful respondent must provide evidence of financial stability and capability to fund and/or guarantee all costs associated with its proposal. As much as is practical and to the extent allowed by Idaho and federal law, the Exchange requests that respondents to this RFP team with companies that have a significant presence in Idaho.

GENERAL TERMS – This RFP does not commit the Exchange to enter into an agreement, to pay any costs incurred in the preparation of this proposal or in subsequent negotiations, or to procure or contract for any Services.

REVISIONS TO RFP – In the event that it is necessary to revise or amend any part of the RFP, timely addenda will be issued by email to those firms that have been pre-qualified to respond to the RFP.

RESERVATION OF RIGHTS BY EXCHANGE – The issuance of this RFP does not constitute an assurance by the Exchange that any contract will actually be entered into by Exchange and Exchange expressly reserves the right to:

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

- Prior to the response time, the Exchange may meet with and consult with some or all of the potential respondents to this request.
- The Exchange may negotiate with any respondent to this RFP and shall have the sole discretion to choose the best combination of qualifications and price for the Project and Services.
- The Exchange shall have the sole discretion to select one, none or several different vendors to provide the Services, or portions thereof, as described in this RFP.

By responding to this request, each respondent agrees that any finding by the Exchange regarding any fact in dispute as to this proposal or the responses thereto shall be final and conclusive except as provided herein.

EVALUATION – An Evaluation Committee will evaluate and determine the individual and comparative merits of each of the proposals received. It is the responsibility of the respondent to ensure that the proposal complies with this RFP, demonstrates qualifications, and provides the information requested. If the respondent fails to provide any information requested in this RFP, such failure may result in either non-qualification of a particular category of service or rejection of the proposal. The Evaluation Committee may choose to interview some, none or all respondents.

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

CONTRACT – The successful respondent firm will enter into a standard Professional Services Agreement, a copy of which is attached as Exhibit B.

II. RESPONSES TO RFP AND EVALUATION CRITERIA

The basic scope of the Services is set forth in Exhibit A. Exhibit A includes _____ distinct scopes of work. Respondents may respond to any or all of the various scopes of work. Responses to this RFP shall consist of two parts, a technical proposal and a price proposal. The technical proposal will include a detailed description of your Company’s plan for providing the Services described in Exhibit A, a proposed schedule for performing those services on an immediate and expedited basis and any other information which will assist the Exchange in

understanding your Company's plan for successfully achieving the goals in stated in the RFP. The Exchange will also consider information submitted by your company in response to the Request for Information ("RFI") issued by the Exchange on _____, 2013.

The price proposal will provide a summary of the types of fees and costs as well as the pricing model your Company will charge to provide the Services and any associated materials, including a total estimated cost for the Project. You must separately disclose and itemize any commissions or fees anticipated to be received by your Company, any mark-ups for products and services from other vendors which would be charged to the Exchange, and any consideration or compensation provided to your Company from contracted vendors that you anticipate using on this Project. The technical proposal and price proposal will be evaluated separately.

RESPONSE TIME: Responses to this RFP must be to the following individual:

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

Questions or requests for clarification must be submitted by _____, _____, 2013. Questions and requests for clarification must be sent to Amy Dowd in writing (Amy.Dowd@yourhealthidaho.org) with any questions. No questions will be answered orally. Relevant questions and the corresponding answers will be made available to all proposers.

Responses to this RFP must be received by 12:00 noon, _____, 2013. Responses submitted beyond this date may be deemed non-responsive and not subject to consideration by Exchange. Responses should include five bound copies and two electronic copies. The electronic copies should consist of a single PDF file on two flash drives or other similar portable media.

EVALUATION CRITERIA: The Exchange will use the following criteria to evaluate the responses to this RFP:

CRITERIA 1 – CORPORATE STRUCTURE AND EXPERIENCE (from RFI Response, plus any supplementation you deem necessary).

CRITERIA 2 – EXPERIENCE AND QUALIFICATIONS (from RFI Response, plus any supplementation you deem necessary)

CRITERIA 3 – PRICING MODEL/FEES AND COSTS (see above)

CRITERIA 4 – PROPOSED PLAN AND SCHEDULE. (see above)

CRITERIA 5 – FINANCIAL WHEREWITHAL (from RFI Response, plus any supplementation you deem necessary).

WEIGHTED EVALUATIONS: The Exchange will evaluate responses to this RFP that conform to the proposal instructions outlined in this RFP and will assign scores of zero (0) to five (5) with

5 - Excellent

4 - Good

3 - Satisfactory

2 - Marginal

0 – Unsatisfactory

The Exchange will weigh the criteria as follows and determine a Weighted Score:

CRITERIA 1 – CORPORATE STRUCTURE AND EXPERIENCE _____ x 2.0 = _____

CRITERIA 2 – EXPERIENCE AND QUALIFICATIONS _____ x 4.0 = _____

CRITERIA 3 – PRICING MODEL/FEES AND COSTS _____ x 5.0 = _____

CRITERIA 4 – PROPOSED PLAN AND SCHEDULE _____ x 7.0 = _____

CRITERIA 5 –FINANCIAL WHEREWITHAL _____ x 2.0 = _____

EXHIBIT A

BASIC SCOPE OF PROJECT AND SERVICES

The successful respondent(s) to this RFP will