
YOUR HEALTH IDAHO REQUEST FOR APPLICATIONS

ENROLLMENT ENTITY SERVICES FOR YOUR HEALTH IDAHO

Addendum No. 1

PROPOSAL DUE DATE and TIME: **August 15, 2014 @ 4pm PST/5pm MST**

LOCATION OF BID OPENING: **Your Health Idaho
1010 West Jefferson St.
Boise, Idaho 83702**

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

Contact:
Jennifer Dickey
Lead Program Specialist
Your Health Idaho
1010 West Jefferson St.
Boise, Idaho 83702

The Idaho Health Insurance Exchange dba as Your Health Idaho (“YHI”) issues this Addendum No. 1 to the Request for Applications (“RFA”) for Enrollment Entity Services for Your Health Idaho, issued by the YHI on August 1, 2014.

The RFA is amended as follows.

The fourth bullet point in Section D. APPLICATIONS, Part 1. General Guidelines and Additional Information should read:

All final contracts with Applicants will include YHI’s required federal contract clauses. A copy of the federal contract clauses is included as an Exhibit A to this addendum.

A PDF version of the Application is due to RFA@yourhealthidaho.org by 5:00 PM MDT on August 15, 2014. Two hard copies must be delivered to Jennifer Dickey at Your Health Idaho by 5:00 PM MDT on August 15, 2014, or mailed to Jennifer Dickey and post marked on August 15, 2014.

Section C. Communications should read:

From the issue date of this RFA until successful Applicants are selected and announced, Applicants may communicate only with the Lead Program Specialist, Jennifer Dickey for questions, information and clarification. RFA questions or requests for clarification must be submitted in writing to RFA@yourhealthidaho.org no later than **August 11, 2014**. Responses to questions received by August 5, 2014, will be posted on YourHealthIdaho.org on August 7, 2014 and questions received by 5 PM MDT on August 11, 2014 will be posted on YourHealthIdaho.org August 12, 2014.

Exhibit A

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 of damage.

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

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

2. TERMINATION.

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

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

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

2.4 Termination Opportunity to Cure. The Exchange in its sole discretion may, in the case of a termination for breach or default, allow Contractor 10 days in which to cure the defect. In such case, the

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

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

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

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

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

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

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

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. If Contractor performs more

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

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

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

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

7. NOTICE OF 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.