



## **REQUEST FOR PROPOSALS**

**for**

### **MARS-E v2.0 Security Assessment Report (SAR)**

**IDAHO HEALTH INSURANCE EXCHANGE**

**dba**

**YOUR HEALTH IDAHO**

**Project:** Idaho Health Insurance Exchange - YHI Security Assessment Report (SAR)

**Response Date:** By February 19, 2021, 12:00 PM Mountain Time

January 8, 2021

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## INTRODUCTION AND BACKGROUND

### **BACKGROUND**

The Idaho Health Insurance Exchange doing business as Your Health Idaho (“YHI”) is seeking qualified and experienced respondents (“Respondents”) to submit a written response (“Proposal”) to this Request for Proposals (“RFP”) to provide Security Assessment Report (“SAR”) services (“Services”) to conduct a MARS-E (NIST 800-53 Rev 5) Assessment, which follows the Framework for Independent Assessment of Security Controls (see Appendix A) issued by the U.S. Department of Health and Human Services Centers for Medicare and Medicaid Services (“CMS”). This RFP process is intended to solicit binding proposals from Respondents who have demonstrated an interest in the Services and have been determined to be qualified to perform the work. This RFP process is expected to rapidly result in the selection by YHI of a Respondent to provide the Services and upon execution of the Contract Confirmation attached as Appendix B by both parties, to result in a binding agreement between YHI and a Respondent (that Respondent is the “SAR Vendor”).

YHI awarded the design, development, implementation and ongoing provision of the software system comprising the Idaho Health Insurance Exchange to Vimo, Inc., dba Getinsured.com (“GetInsured”). The system provided by GetInsured and the procedures, processes and operations of the Idaho Health Insurance Exchange based on that system comprise the scope of Services.

YHI completed a SAR in 2020 based on MARS-E v2.0 as a part of Idaho’s Authority to Connect (ATC) package, and obtained a 3-year ATO (Authority to Operate) by CMS in October 2020. YHI seeks respondents to perform SAR Services for MARS-E v2.0/NIST 800-53 Rev 5 as part of YHI’s next ATC package submission.

### **STATEMENT OF WORK (SOW)**

This Section sets forth the scope of Services to be provided. Proposals may include additional Services as long as the cost for such additional Services is separately presented.

The SAR Vendor will supply a MARS-E v2.0 (NIST 800-53 Rev 5) Security Assessment Report (SAR) following guidance outlined within the CMS Framework for the Independent Assessment of Security & Privacy Controls, a copy of which is attached hereto as Appendix A. Any and all recommendations will be documented within the current CMS Plan of Actions & Milestones (“CMS POA&M”) template for YHI, a copy of which is attached as Appendix F hereto. YHI requires a three-phased approach to meeting this SAR. The SAR Vendor will also complete the CMS Administering Entity Security and Privacy Assessment Plan (“CMS SAP”) template for YHI, a copy of which is attached as Appendix G hereto.

### **Phase One**

YHI seeks to test 1/3 of the MARS-E v.2.0 controls as well as mandatory yearly controls as outlined within the CMS Annual Security & Privacy Attestation Procedures for the Affordable Care Act Information Systems, a copy of which is attached as Appendix E hereto, commencing in April 2021. A SAR covering Phase One is the primary deliverable, coupled with suggested findings documented within the CMS POA&M template and CMS Annual Attestation document filled out to reflect all tested controls.

### **Phase Two**

Test second 1/3 of the MARS-E v2.0 controls as well as mandatory yearly controls as outlined within the CMS Annual Security & Privacy Attestation Procedures for the Affordable Care Act Information Systems commencing in April 2022. A SAR covering Phase Two is the primary deliverable, coupled with suggested findings documented within the CMS POA&M template and CMS Annual Attestation document filled out to reflect all tested controls.

### **Phase Three**

The remaining 1/3 of the MARS-E v2.0 controls as well as mandatory yearly controls as outlined within the CMS Annual Security & Privacy Attestation Procedures for the Affordable Care Act Information Systems will be tested commencing in April 2023. A SAR combining Phase One, Phase Two and Phase Three is the primary deliverable, coupled with suggested findings documented within the CMS POA&M template and CMS Annual Attestation document filled out to reflect all tested controls.

**Proposals must include Services for Phase One, Phase Two and Phase Three (the “2021-2023 Term”), as detailed above and as each phase is required for Idaho’s ATC renewal package submission to CMS. YHI reserves the right to extend the Services beyond the 2021-2023 Term, including for an additional three phases of work (the “2024-2026 Term”) on such terms as are mutually agreeable between YHI and the SAR Vendor and as are otherwise consistent with the general scope of this RFP. To this end, Respondent may, at its option, provide pricing for the 2024-2026 Term as part of its Proposal; provided however, nothing herein shall obligate YHI to extend the Services beyond the 2021-2023 Term or limit YHI’s discretion with respect to the same.**

## **TIMING**

### **Phase One:**

The timeline for this phase of the project is expected to commence in April 2021 and continue no more than 4 weeks (to allow YHI and GetInsured time for remediation, if necessary), but additional time may be required to address CMS or YHI requirements, and the Proposal must include a commitment to support YHI at least through June 30, 2021, for required Services, should YHI need a follow up assessment to remediate findings.

**Phase Two:**

The timeline for this phase of the project is expected to commence in April 2022 and continue no more than 4 weeks (to allow YHI and GetInsured time for remediation if necessary), but additional time may be required to address CMS or YHI requirements, and the Proposal must include a commitment to support YHI at least through June 30, 2022, should YHI need a follow up assessment to remediate findings.

**Phase Three:**

The timeline for this phase of the project is expected to commence in April 2023 and continue no more than 4 weeks (to allow YHI and GetInsured time for remediation, if necessary), but additional time may be required to address CMS or YHI requirements, and the Proposal must include a commitment to support YHI at least through June 30, 2023, for required Services, should YHI need a follow up assessment to remediate findings.

*In order to meet CMS requirements, the Proposal should include the following schedule:*

**Phase One:**

March 2021 – Initial Kick Off Meeting/Call

April 2021 – Fieldwork at GetInsured begins

May 2021 – Draft CMS SAR, CMS Annual Attestation and CMS POA&M recommendations due to YHI

June 16, 2021 – Phase 1 SAR, Phase 1 CMS POA&M recommendations and completed CMS Annual Attestation document due to YHI

***NOTE: Potential findings must be communicated to YHI during each phase of the assessment, during a weekly meeting established by the SAR Vendor. YHI reserves the right to require additional Services to assist in its efforts to meet CMS security assessment report requirements, should CMS make changes to the MARS-E v2 framework during any phase of the project or if follow up validation is needed from the SAR Vendor to validate remediated findings during or after fieldwork.***

**Phase Two:**

March 2022 – Kick Off Meeting

April 2022 – Fieldwork at GetInsured (and limited DHW procedures, if necessary)

May 2022 – Draft CMS SAR, CMS Annual Attestation and CMS POA&M recommendations due to YHI

June 2022 – Phase 2 SAR, Phase 2 CMS POA&M recommendations and completed CMS Annual Attestation document due to YHI

***NOTE: Potential findings must be communicated to YHI during each phase of the assessment, during a weekly meeting established by the SAR Vendor. YHI reserves the right to require additional Services to assist in its efforts to meet CMS security assessment report requirements, should CMS make changes to the MARS-E v2 framework during any phase of the project or if follow up validation is needed from the SAR Vendor to validate remediated findings during or after fieldwork.***

**Phase Three:**

March 2023 – Kick Off Meeting

April 2023 – Fieldwork at GetInsured (and limited DHW procedures, if necessary)

May 2023 – Draft CMS SAR, CMS Annual Attestation and CMS POA&M recommendations due to YHI

June 2023 – Final SAR (Phases 1 – 3 combined in single deliverable), Phase 3 CMS POA&M recommendations and completed CMS Annual Attestation document due to YHI

***NOTE: Potential findings must be communicated to YHI during each phase of the assessment, during a weekly meeting established by the SAR Vendor. YHI reserves the right to require additional Services to assist in its efforts to meet CMS security assessment report requirements, should CMS make changes to the MARS-E v2 framework during any phase of the project or if follow up validation is needed from the SAR Vendor to validate remediated findings during or after fieldwork.***

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The scope includes (number of servers may fluctuate depending on timing of procedures):

	<b>Scope (system component, etc.)</b>	<b>Managed By</b>
Applications	Applications consist of: <ul style="list-style-type: none"> <li>• Web Business intelligence</li> <li>• Front end GI Data Warehouse</li> <li>• Backend server applications</li> </ul>	GetInsured
Servers	<ul style="list-style-type: none"> <li>• Web Servers / Application Servers</li> <li>• Batch Servers</li> <li>• Database Servers</li> <li>• Couchbase Servers</li> <li>• Secure File Transfer Protocol Servers</li> <li>• Anti-Virus Servers</li> <li>• Reporting Servers</li> <li>• Security Information Event Management Servers</li> </ul> Interfaces: <ul style="list-style-type: none"> <li>• Federal HUB (Proxy between GI and DHW – managed by DHW)</li> </ul>	GetInsured
Servers	Identity Management Servers	DHW
Users	15-25 Privileged Admin Users (YHI/GI)  Approximately 100 Customer Service accounts	GetInsured
Datacenters	Rackspace Ashburn, VA (Production)  iLand Dallas, TX (Disaster Recovery)	Rackspace * iLand*

\*SSAE16 Type SOC2 (Security and Availability only), and SOC3 are available from Rackspace and iLand.

Services include all project governance for the performance of Services, including overall project management for the completion of the SAR, with all decisions subject to YHI approval. The SAR Vendor is not authorized to act on behalf of or commit YHI, but will manage the process to meet the deadlines of YHI and CMS.

The Services include the following:

1. The Services must adhere to version MARS-E V2.0 NIST Special publications 800-53 Rev 5 and 800-37. (Note: NIST 800-53A not in scope).
2. YHI is categorized under the moderate severity control baseline.

3. During Phase One, 1/3 of the MARS-E v2.0 controls must be assessed. In addition to the 1/3 controls, the SAR Vendor must test all required Annual Controls set forth by the CMS Framework for the Independent Assessment of Security & Privacy Controls and the Annual Security & Privacy Attestation Procedures for the Affordable Care Act Information Systems.
4. During Phase Two, an additional 1/3 of the remaining 2/3 MARS-E v2.0 controls must be assessed. In addition to the 1/3 controls, the SAR Vendor must test all required Annual Controls set forth by the CMS Framework for the Independent Assessment of Security & Privacy Controls and the Annual Security & Privacy Attestation Procedures for the Affordable Care Act Information Systems.
5. During Phase Three, the remaining 1/3 MARS-E v2.0 controls must be assessed that were not tested during Phases 1 or 2. In addition to the final 1/3 controls, the SAR Vendor must test all required Annual Controls set forth by the CMS Framework for the Independent Assessment of Security & Privacy Controls and the Annual Security & Privacy Attestation Procedures for the Affordable Care Act Information Systems.
6. YHI expects all MARS-E v2.0 controls to be tested between Phases One and Three, in order that the SAR Vendor may issue a final combined SAR in Q2 of 2023. The final SAR will reflect all work performed during Phases 1, 2 and 3 combined.
7. Controls are categorized as Technical, Operational, and Administrative. These controls span 26 Control Families (Ex. Access Control – AC, Contingency Planning – CP, etc.). Please see Appendix A for more details.
8. Disaster Recovery sites are part of the scope of this project.
9. Implementation responsibilities span all project work streams. Communication and coordination with the work stream leads designated by YHI will be necessary. Security control implementation details are contained in the System Security Plan (SSP) which will be provided after award.
10. Judgmental sampling is acceptable and anticipated where appropriate, and each Proposal must include if and where the Proposal proposes to use this technique. In cases where a sample-based approach is utilized, YHI would expect 10% sampling or a minimum of 5 and maximum of 25 for each system component where applicable.
11. This SAR is based on assessment of controls. Security testing and verification details are included in Appendix A, and Services include all services and activities to meet Appendix A.



**DELIVERABLES**

The following Deliverables are required for **each** phase (unless otherwise noted), and the Proposal may include additional proposed Deliverables:

<b>Deliverable #</b>	<b>Deliverable Name</b>	<b>Description</b>
1	Assessment Preparation	Develop, review, and approve a plan to assess the security controls. See Appendix A for details, including an initial request list <b>one week prior</b> to the Kick Off.
2	Security Assessment	Assess the security controls in accordance with the assessment procedures defined in the security assessment plan. (See Appendix A for details)
3	Security Assessment Report <b>(Each phase will include a SAR for controls tested during that period. A final SAR will be issued during Phase 3 which includes all controls from Phases 1 -3.)</b>	Prepare the security assessment report documenting the issues, findings, and recommendations from the security assessment. Prepare and complete the CMS Administering Entity Security and Privacy Assessment Plan and CMS Annual Attestation documentation. (See Appendix A and G for details)
4	Remediation Recommendations – CMS POA&M report	Describe initial remediation actions on security controls based on the findings and recommendations of the security assessment report. Work with YHI to document the initial finding and YHI’s remediation actions and timeframes in the CMS Plan of Actions and Milestone report (CMS POA&M). (See Appendix A for details)
5	Weekly Status Reports	Provide a weekly status report, which includes ongoing assessment findings by severity rating. This report may feed into a weekly status meeting with YHI, the SAR Vendor, and any other stakeholders that YHI sees fit to include. (See Appendix A for details)

## ADMINISTRATIVE

### PROPOSAL INQUIRIES

Potential Respondents may make inquiries regarding this RFP any time during the inquiry period listed below. YHI may not respond to any improperly formatted inquiries. YHI will not respond to any inquiries received after 12:00 PM Mountain Time (MT) on the inquiry period end date (event 2 in the table below). YHI may extend the proposal due date.

To make an inquiry, vendors can send an email to [RFP@YourHealthIdaho.org](mailto:RFP@YourHealthIdaho.org). Answers will be addressed in the public phone call on February 5, 2021 at 1:00 PM MT (see below for dial in details) and may be provided publicly in writing by posting to the YHI website.

### DUE DATES

All Proposals are due by 12:00 pm, MT, on February 19, 2021. Any Proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. Any late Proposals will not be evaluated for award; provided that YHI reserves the right to revise the due date for all Proposals by notice posted at <https://www.yourhealthidaho.org/>.

### SCHEDULE OF EVENTS

Event	Date	Time (MT)
1. RFP Distribution to Potential Respondents	January 8, 2021	5:00 PM
2. Questions from Potential Respondents Due	January 29, 2021	12:00 PM
3. Responses to Potential Respondents Due (in Public Call)	February 5, 2021	1:00 PM
4. Proposal Due Date	February 19, 2021	<b>12:00 PM</b>
5. Target Date for Review of Proposals	February 22 – 24, 2021	N/A
6. Interviews of Candidates, If Needed	February 22 - 24, 2021	TBD
7. Anticipated Decision and Selection of Vendor	February 26, 2021	N/A
8. Anticipated Commencement Date of Work	<b>Phase One:</b> April 2021 <b>Phase Two:</b> April 2022 <b>Phase Three:</b> April 2023	TBD

### PROPOSAL SUBMITTAL

Each Respondent must submit signed copies of its Proposal to [RFP@YourHealthIdaho.org](mailto:RFP@YourHealthIdaho.org). The Proposal is a binding offer to contract with YHI that remains open and irrevocable for a period of 60 days after submission.

The Proposal must follow this format:

- Cover Letter (include phone and e-mail contact)
- Respondent Information:

- Respondent References (3 minimum)
- Respondent Resumes
- Proposed charges including hourly rates and any fixed price for all or a portion of the Proposal
- If interested, separately provide within the Proposal proposed charges for the 2024-2026 Term (\*OPTIONAL)
- Deliverables
- Deliverable Timeline
- Conflict of Interest Statement
- Payment Address
- Proof of Insurance
- W-9 Form
- Signed Contract Confirmation
- Signed Independent Contractor Agreement
- Signed Rackspace Nondisclosure Agreement in the form attached as Appendix D

**No hard copies are required.**

YHI recommends emailing RFP@YourHealthIdaho.org after initial submission with a text-only email to confirm receipt, and each such confirmation email will receive a confirmation of receipt email by February 22, 2021. YHI is not responsible for any emails not received due to file-size restrictions (by sender or receiver).

Hard copies may be submitted, but are not required, and, if submitted, must be received by the deadline above at the following address:

Your Health Idaho  
Attn: Chief Information Officer - Kevin M. Reddish  
1501 S. Federal Way  
Suite 100  
Boise, ID 83705

**Restrictions on Communications**

From the issue date of this RFP until the SAR Vendor is selected, Respondents and their 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, Kevin M. Reddish, or his designee. For violation of this provision, YHI reserves the right to reject any Proposal.

**Disposition of Proposals**

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.

## **Release of Claims**

By submitting a Proposal, the Respondent 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 Respondent with pertinent information as intended by this RFP; or 3) YHI's decision to select a different party as the SAR Vendor.

## **Subcontractors**

In the event a Proposal is submitted that involves more than one organization, one organization shall be designated as the Respondent. 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 Respondent 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 Respondent and meet all the relevant requirements.

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

## **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](http://yourhealthidaho.org). It is the responsibility of the Respondent to monitor the website for amendments and other communications from the Issuing Officer.

As part of the cover letter included with the Proposal, the Respondent shall acknowledge receipt of amendments, if any, to the RFP by identifying all amendment numbers and dates of posting.

## **Withdrawals**

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

A Respondent 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, except as stated in this RFP or any amendment thereto.

### **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 Respondent in the event this RFP is cancelled or a Proposal is rejected.

### **Additional Materials and Documentation**

Upon request from YHI, each Respondent shall submit any additional materials and documentation reasonably required by YHI in its evaluation of the Proposal.

### **Acceptance of Proposals**

All Proposals properly submitted will be accepted by YHI. However, YHI reserves the right to request amendments from a Respondent, 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 Proposal, such waiver shall in no way modify the requirements of this RFP or excuse the Respondent from full compliance with the specifications of this RFP nor excuse the SAR Vendor from any contract requirement. At the discretion of YHI, YHI may contact the Respondent to clarify irregularities or provide missing requirements. The Respondent 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 under this RFP.

### **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 individuals selected by YHI. The register of Proposals and Proposals shall be open to public inspection after a SAR Vendor has been selected.

### **Irregular Proposals**

Proposals may be considered irregular and rejected for the failure to comply with the instructions herein or demonstrating a failure to comply with applicable law.

## **Proposal Considerations**

Each Proposal shall remain a valid Proposal for 60 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 this RFP.

By responding to this RFP, each Respondent acknowledges that YHI is working under significant time constraints 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 below. 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 Respondent.

A Proposal Review Team will be charged with evaluating proposals based on the criteria set forth below. During the evaluation process, YHI may contact a Respondent for the purpose of obtaining clarification of its Proposal. YHI may, at its discretion, select finalists to provide a presentation to the Proposal Review Team either in person or remotely.

## **Award**

Notification of intended contract award, if any, shall be provided to the selected Respondent on or about the date specified in this RFP. Such notification shall be subsequently confirmed in writing. The contract award is subject to availability of funding. Until YHI returns a countersigned Contract Confirmation and Independent Contractor Services Agreement, there is no binding agreement and YHI retains the freedom to determine how to proceed, notwithstanding any notification of intended contract award it may have provided.

Neither YHI nor the State of Idaho are liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the SAR Vendor 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 SAR Vendor.

## **Contract Negotiation Process**

Upon completion of the evaluation process, YHI may select one Respondent to be the SAR Vendor, 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 for any reason YHI does not complete the contract with the selected Respondent within three (3) days of such selection, YHI reserves the option of negotiating with another Respondent.

## **Protest Policy and Procedures**

Respondents 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 YHI, attention Chief Information Officer, and must be received no later than two (2) working days from the notice of non-award. If no such Notice of Intent to Protest is timely filed, the Respondent 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. A protest that is incomplete or not submitted within the prescribed time limits will be summarily dismissed.

Only the following are acceptable grounds for protest:

- Failure to follow YHI procedures established in this RFP or YHI rules of procurement
- Errors in computing scores which contributed to the incorrect selection of a Respondent
- Bias, discrimination, or conflict of interest on the part of an evaluator

For clarification, but without any limitation, the following are not acceptable grounds for protest:

- 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 RFP

## **EVALUATION FACTORS FOR AWARD**

### **REQUIREMENTS**

The following will be considered in determining the Respondent to be selected for this project, according to a standardized scoring methodology determined by YHI:

- Scope and completeness of Proposal (10% of score)
- Relevant experience with State-Based Marketplaces in MARS-E assessments, or similar NIST/FISMA assessments (15% of score)
- Relevant skill level (15% of score)

- Proposed contractor rate(s) and charges (***Please break the total cost into Phase One costs, Phase Two costs and Phase 3 costs to arrive at a single total cost***) (40% of score)
- Acceptance of terms of the Independent Contractor Agreement set forth in Appendix C (20% of score)

The successful Respondent will provide a complete Proposal meeting the requirements of this RFP, which may also include additional Services appropriate for the scope and subject matter of the project. The successful Respondent will have demonstrated experience in healthcare, technology, and IT Security. The successful Respondent will have an understanding of the PPACA, health insurance exchanges, healthcare regulations, insurance exchanges, insurance company and Medicaid information systems, and business operations, processes, and performance measurements. The successful Respondent will demonstrate a full understanding of the MARS-E security requirements and other CMS security requirements and procedures.

The successful Respondent will be required to pass a background check conducted by YHI, if requested. YHI also reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent’s capability and performance under other contracts.

Each Proposal is required to include a signed Contract Confirmation in the form attached as Appendix B, signed copies of the Independent Contractor Agreement attached as Appendix C, and the Rackspace Nondisclosure Agreement attached as Appendix D. Each Proposal may propose changes to the Independent Contractor Agreement by submitting a signed copy marking the changes made and including an editable and unlocked Word version also marking such changes. Respondents are encouraged to make few or no changes, as the extent of changes will be a significant factor in determining the successful Respondent.

Each Proposal must include a minimum of three (3) references with contact information for each reference. Reference contacts must be from a client who managed or supervised you or your firm’s work or who had oversight responsibility for you or your firm’s performance for that work experience. The reference contact must be available to validate the experience provided on the dates specified in the resume. Include the following information for each reference:

1. Engagement name
2. Brief description of the engagement
3. Contact name and title
4. Contact phone numbers and email address

The Proposal should also propose the governance model and procedures to ensure a well-run project, including any expectations of the commitment and availability of resources from YHI, GetInsured, and any other entities outside the Respondent’s own team. The Proposal should



describe how Respondent would initially engage with YHI and its stakeholders to organize and perform this 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 solutions project.

As much as is practical and to the extent allowed by Idaho and federal law, YHI requests that Respondents team with companies that have a significant presence in Idaho.

## **GENERAL INFORMATION**

### **GENERAL TERMS**

This RFP does not commit YHI to enter into an agreement, to pay any costs incurred in the preparation of the Proposal or in subsequent negotiations, or to procure or contract for any Services. Each Proposal is submitted as an offer to contract with YHI that may be accepted by YHI by countersignature of the Contract Confirmation and the Independent Contractor Agreement, in the discretion of YHI, or YHI reserves the right to respond to any or all Respondents for their best and final offer, including guidance by YHI on those portions of the Proposal that it suggests be revised, and reserves the right to further negotiate with Respondents to achieve the best result for YHI.

### **RESERVATION OF RIGHTS BY YHI**

The issuance of this RFP does not constitute an assurance by YHI that any contract will actually be entered into by YHI and YHI expressly reserves the right to:

- Waive any immaterial defect or informality in any Proposal or Proposal 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 collusion or conflict of interest.
- Disqualify any Respondent on the basis of past performance on other projects, or being in arrears on existing contracts with the State of Idaho or having defaulted on a previous contract with the State of Idaho.

- Prior to the response time, YHI may meet with and consult with some or all of the potential Respondents to this request.
- YHI 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.
- YHI shall have the sole discretion to select one, none or several different Respondents to provide the Services, or portions thereof, as described in this RFP.

By responding to this RFP, each Respondent agrees that any finding by YHI regarding any fact in dispute as to this RFP or the Proposals shall be final and conclusive except as provided herein.

## **EVALUATION**

A Proposal Evaluation Team 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 its 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 Proposal Evaluation Team may choose to interview some, none or all Respondents.

## **PROPRIETARY MATERIAL**

YHI assumes no liability for disclosure of proprietary material submitted by Respondents. Proposal submittals may be considered public documents under applicable Idaho law except to the extent portions of the submittals are otherwise protected under applicable Idaho law. Any specific item 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, YHI will notify the Respondent and, upon the execution of an agreement to defend and indemnify YHI, will allow the Respondent to address the public records or other request on behalf of YHI in the appropriate forum.

## **AGREEMENTS**

Each Proposal must include signed copies of the following:

- A signed Contract Confirmation in the form attached as Appendix B.
- The YHI Independent Contractor Agreement attached as Appendix C, with any changes proposed by the Respondent marked clearly in the document signed (and Respondent must also submit an editable version in the form provided by Respondent).
- The Rackspace Nondisclosure Agreement attached as Appendix D, without any changes. This is required to permit inspection of Rackspace’s facilities and operations relating to the computer infrastructure provided by Rackspace for GetInsured.

## **PRICE PROPOSAL**

The Proposal must include all fees and charges for the provision of Services. Respondents should provide a detailed breakdown of all fees and costs. At a minimum, respondents should include hourly rates for the performance of the Services that are commercially competitive for the level of skill and experience of each category of personnel proposed to provide Services. YHI encourages fixed price Proposals, setting a single price for all or portions of the Services.

## **QUESTIONS AND RESPONSE TIME**

Questions or requests for clarification must be submitted by 12:00 PM Mountain Standard Time, January 29, 2021. Questions and requests for clarification must be sent to RFP@YourHealthIdaho.org. No questions will be answered orally unless emailed in advance. Relevant questions and the corresponding answers will be made available to all proposers at the following event:

There will be an open session to answer questions, which potential Respondents can dial into on February 5, 2021 from 1:00 PM – 2:00 PM MT. Dial in: 1(877) 309-2073 Access Code 879-941-917.

Responses to this RFP must be received by **12:00 PM, Mountain Time, February 19, 2021**, and should be sent to RFP@YourHealthIdaho.org. Again, we recommend following up with a text-only email thereafter to confirm receipt – YHI will respond by February 22, 2021 via email to confirm receipt. Respondents should assume no receipt absent an email confirmation from YHI.

#### **APPENDIX A: FRAMEWORK FOR INDEPENDENT ASSESSMENT OF SECURITY CONTROLS**

Each Proposal is required to incorporate and address all the requirements of the CMS Framework for Independent Assessment of Security Controls, a copy of which is attached.

#### **APPENDIX B: CONTRACT CONFIRMATION**

Respondent is required to submit a signed copy of the attached Contract Confirmation offering to contract with YHI on the terms of the Independent Contractor Agreement and NDA required to be submitted herein and the terms of this RFP and the Proposal submitted by the Respondent, which offer will remain open for sixty (60) days from submission by the Respondent.

#### **APPENDIX C: INDEPENDENT CONTACTOR AGREEMENT**

Respondent is required to submit a signed copy of the attached Independent Contractor Agreement, with any changes proposed by the Respondent marked in the copy it signs and submits. Respondents are encouraged not to make changes to this agreement, and changes to the agreement will be evaluated as set forth above.

#### **APPENDIX D: RACKSPACE NONDISCLOSURE AGREEMENT**

Respondent is required to submit a signed copy of the attached Nondisclosure Agreement with Rackspace, the company providing the computer infrastructure for GetInsured. Rackspace requires this agreement in order to permit inspection and review of its facilities and operations. No changes can be made in this agreement.

#### **APPENDIX E: CMS ANNUAL SECURITY & PRIVACY ATTESTATION PROCEDURES FOR THE AFFORDABLE CARE ACT INFORMATION SYSTEMS**

Respondent is required to follow and submit a completed copy of the attached CMS Annual Security & Privacy Attestation Procedures for the Affordable Care Act Information Systems upon the conclusion of each project phase as set forth above.

#### **APPENDIX F: CMS PLAN OF ACTIONS & MILESTONES (POA&M)**

Respondent is required to document any potential findings within the attached CMS Plan of Actions and Milestones template upon the conclusion of each project phase as set forth above.

#### **APPENDIX G: CMS ADMINISTERING ENTITY SECURITY AND PRIVACY ASSESSMENT PLAN (SAP)**

Respondent is required to complete the CMS Security and Privacy Assessment Plan template upon the conclusion of each project phase as set forth above.

#### **APPENDIX H: CMS ANNUAL ATTESTATION PLAN**

Respondent is required to complete the CMS Annual Attestation Plan template upon the conclusion of each project phase as set forth above.