



**Request for Proposals (RFP)  
HBE 17-002**

**Consumer Decision-Support Tool(s) Services  
for  
Washington Health Benefit Exchange**

**Released by  
Washington Health Benefit Exchange  
810 Jefferson Street SE  
P.O. Box 657  
Olympia, Washington 98507**

**RFP RELEASE DATE: February 1, 2017**

**RESPONSES DUE: March 1, 2017 - 3:00 p.m. PST (electronically *received*)**

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## 1. INTRODUCTION

### 1.1. Consumer Decision-Support Tool(s) Project

The Washington Health Benefit Exchange (hereafter known as “HBE” or “The Exchange”) is initiating this Request for Proposals (RFP) to solicit proposals from qualified Vendors for an integrated tool or tools that will assist customers with health plan selection in the Exchange’s *Washington Healthplanfinder* (HPF). This tool is hereafter known as “Decision Support Tool(s)” or “DST”.

The goal of this project is to provide consumers with optional DST tools to assist their shopping for individual market qualified health plans (“QHP”) offered through HPF. The DST will provide consumers with comparison information between QHPs and offer consumers resources personalized to support informed decision-making on which health plan best meets their needs and budget. The Exchange may expand to this to include Washington Apple Health Medicaid and dental plans in the future years.

The Exchange seeks to offer customers at minimum, prior to November 1, 2017, a DST that offers a total out-of-pocket cost calculator and formulary search look-up; and is integrated into the HPF platform. The tool must also have the capability to provide a provider look-up that integrates with HBE provider directory. The ideal vendor will have the capability to build additional components into the DST tool in the future, such as quality rating scores. The Exchange will consider proposals from Vendors interested in providing a broader suite of tools alongside the total out-of-pocket cost calculator and formulary search, such as a stand-alone provider directory tool or other tools that support plan shopping and enrollment.

The DST will be used by individuals and families shopping for subsidized and unsubsidized individual market health plans through HPF (“Consumers” or “Users”). The selected Vendor shall provide consumer DST that can operate as stand-alone tools hosted by the Vendor and accessed by users via the HPF system and be fully integrated with the HPF.

### 1.2. HBE Background

The Washington Health Benefit Exchange was created in state statute in 2011 as a public-private partnership. The Exchange is a health insurance marketplace where consumers may enroll in individual, small-employer group and family dental coverage. The Exchange is also the marketplace where newly eligible adults may enroll in Washington Apple Health Medicaid coverage and where families renew their coverage in Washington Apple Health. The Exchange is responsible for the operation of *Washington Healthplanfinder*, which provides consumers with online access to the Exchange’s marketplace. The marketplace also provides in-person assistance made available statewide by the Exchange’s Customer Service Center (call center), agents and brokers, certified assistors, and community partners.

The Exchange continues to grow as it prepares for its fifth open enrollment. Since becoming the single point of entry for Washington Apple Health (WAH) and QHP customers, the Exchange now serves more than 1.7 million residents annually. As of November 2016, more than 168,000 Washington residents were enrolled in private health insurance – an 8 percent increase from this time last year – and more than 1.6 million were enrolled in WAH.

For further information on HBE, please use the following link:

<http://wahbexchange.org/about-us/what-exchange/>

### **1.3. Vendor Information**

For the purposes of this RFP, Vendor can assume a QHP user base of 200,000 covered lives or more, in addition to a substantial quantity of anonymous shoppers through the “anonymous browsing” feature of HPF. Vendor can also assume the Exchange will have fewer than 200 health plans on its product shelf. For reference, please see the existing Exchange plans at: [http://www.wahbexchange.org/wp-content/uploads/2015/10/HBE\\_EB\\_160915\\_Plan\\_Certification\\_Packet.pdf](http://www.wahbexchange.org/wp-content/uploads/2015/10/HBE_EB_160915_Plan_Certification_Packet.pdf)

Vendors should understand that during the course of this project, the tool(s) may be expanded to include use by over 1.6 million WAH customers (see Section 6.4 – Future Functionality).

In providing the DST services, the Vendor will need to collaborate with Exchange staff, Exchange partners and stakeholders. The Vendor will be required to work with a variety of stakeholders throughout the project, primarily during the design and development phases.

The Vendor must manage the activities of its team so that the DST is developed and implemented prior to the 2018 plan year open enrollment period. The Vendor will be required to work with a variety of stakeholders throughout the project, primarily during the design and development phases.

### **1.4. Award**

The Exchange will award one (1) contract to the responding firm most capable of providing the Exchange the Consumer Decision-Support Tool(s) services.

### **1.5. Period of Performance**

The initial period of the Contract resulting from this RFP is tentatively scheduled to begin on or May 1, 2017 and end on June 30, 2019. At HBE’s sole discretion, the contract may be amended and extended for up to three (3) additional years, in whatever time increments HBE deems appropriate, not to exceed June 30, 2023.

### **1.6. Scope of Work and Project Requirements**

Vendor shall provide services, tools, and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below: The scope of work includes the required services below:

#### **1.6.1. Summary of Services**

The DST must provide customized results to consumers to support plan shopping based on:

- a. Data input by consumers in response to criteria established by the Vendor in collaboration with the Exchange;
- b. The applicable plan design of each health plan available on HPF; and,
- c. Any federal or state subsidies available to consumers, such as, but not limited to, federal advance premium tax credits (“APTC”) for eligible consumers under 400% of the Federal Poverty Level (“FPL”), federal cost-sharing reductions (“CSR”) for eligible consumers under 250% FPL, and additional premium and cost-sharing subsidies available for eligible consumers under 300% FPL and, estimate

eligibility cost-sharing reduction (CSR) plan variants for members of Federally Recognized Tribes.

At minimum, the Vendor will provide:

- a. A tool that can estimate and depict the aggregate financial costs a consumer may incur under a health plan during the plan's benefit period based on a number of factors including, but not limited to, the health status and anticipated health care usage of the user. This estimate should include any premiums, deductibles, and cost-sharing for both anonymous browsing and for the application, and;
- b. A tool that can identify whether a consumer's prescription medication is covered by a health plan during the plan's benefit period (including periodic updates to formularies, at minimum quarterly) and related consumer cost-sharing or benefit utilization limitations ("Formulary Search"), and;
- c. The ability to perform provider look-up capabilities through integrating with HPF's central provider directory, or provide provider directory search tool capabilities.

#### **1.6.2. Vendor Responsibilities**

- a. The Vendor will use the Exchange's centralized Provider Directory information.
- b. The Vendor shall utilize the plan design information for any individual QHPs within HPF and will incorporate modifications that may occur in a timely manner.
- c. The Vendor shall integrate the DST with the HPF User Interface (UI). To support this, the HPF will collect relevant user information, and send the results to the vendor via an Application Programming Interface (API). The Vendor will define the information that is required to be sent and received for this DST and HPF integration. Any necessary updates to Washington Healthplanfinder will be updated by our Systems Integrator in parallel to this project.
- d. The Vendor shall be available for consultation about user experience/user interface in order to best display the Vendor's data to consumers.
- e. At the Exchange's option, the Vendor shall implement its tool(s) in Spanish, in addition to English.

#### **1.6.3. HBE Responsibilities**

- a. HBE will supply detailed plan design information including: benefits; rates based on age, geographic location, and smoking status; deductibles; cost-sharing; network type; and SBCs) for each health plan available on HPF for initial implementation, and will also provide subsequent updates, at least annually, to new plans or any plans for which plan design has changed.
- b. HBE will provide the Vendor with federal and state subsidies estimates.

#### **1.6.4. Project Requirements**

The Vendor shall perform the following tasks during the initial engagement with the Exchange and *Washington Healthplanfinder's* systems integrator:

- a. Develop and customize functionality to implement DST tools that meet the Exchange and HPF requirements. The Vendor must use the agreed-upon approach detailed in the Vendor's Proposal and outlined in the final negotiated Agreement to develop any DST tools proposed.

- b. Vendor will provide criteria for user-specific data input as needed to support Vendor methodology in determining out-of-pocket cost estimates and other plan comparison decision results.
- c. Facilitate testing of DST tools by the Exchange, and other Exchange partners prior to consumer use. This will include access from HPF development and several test environments.
- d. The Vendor must allow HBE partners, including health plan issuers and consumer representatives, the opportunity to test the DST tools for usability at the sole discretion of the Exchange. The Vendor must also perform its own usability testing.
- e. Maintain and utilize up-to-date actuarial and claims data and analytics sufficient to calculate results specific to users for the duration of the engagement.
- f. Proactively manage the project, including making HBE staff aware of risks related to timely and successful completion of deliverables. Vendor must identify a project manager for implementation, follow established project management methodologies (e.g., milestones), participate in regularly scheduled meetings with HBE staff, and provide ad-hoc progress reports, data, or other information as requested. Vendor must notify HBE staff of any subcontractors used to perform under this agreement.
- g. Submit an implementation project plan in conjunction with HBE staff to adhere to implementation schedule.
- h. Before transition of the contract, upon the request of the HBE, or in the event the contract is terminated, Vendor must develop a transition plan, if applicable, for continued operations and knowledge transfer sufficient to assist the Exchange in accomplishing the tasks described in this RFP. This includes providing to HBE all materials including: studies; reports; use cases; scripts; and technical documentation developed for this project. All materials provided will become and remain property of HBE.
- i. The Vendor shall supply HBE recurring status reports, indicating usage statistics and analytics in an agreed-upon format. Usage statistics should include items including, but not limited to, the number of successful and failed requests to the DST tools.
- j. The Vendor will provide feedback on UI and how to successfully engage consumers. The Vendor will also be partner in designing HPF screens to ensure these screens collect the data which will need to be consumed by the DST tool and which will be passed through a web service
- k. The Vendor will be expected to provide DST services for auto-renewal and manual renewal consumers.

#### **1.6.5. Technical Requirements**

- a. The Vendor shall be responsible for obtaining, implementing and maintaining the software and tools required for the development, implementation and maintenance of DST.
- b. The Vendor must be able to provide DST within the time requirements identified in this RFP. Please see Appendix A for the design and development timeline.
- c. The Vendor's DST tools must be compatible with the HPF, including meeting federal and state web content standards, such as disability accessibility, privacy and security standards.
- d. The Vendor must be able to use and integrate plan data in a format specified by the Exchange.

- e. The DST tool should be compatible with the HPF anonymous browsing feature, which allows Consumers to view information about plans, including cost, before filling out an application.
- f. Vendor must make these DST tools easily accessible to users within HPF.
- g. Vendor must be prepared to send data via an API, or other mutually agreed upon integration method, that will populate on the HPF UI. The Vendor shall supply the Exchange with all technical documentation required to integrate the DST tools with the HPF. System architecture information for the HPF can be provided as needed.
- h. The vendor's DST tools must store plan and provider information or be ready to receive this information via a web service call.
- i. The DST web service must respond in no more than 0.5 seconds with up to 10 calls per second.
- j. The DST tool must be available 24 hours per day, 7 days per week, with the exception of scheduled maintenance. Technical and security details of the hosted site must be provided to HBE.
- k. DST tool planned maintenance must be scheduled in collaboration with HBE and outside of normal business hours.
- l. The look and feel of DST tools will be consistent with the *Washington Healthplanfinder* UI and Branding Guidelines to ensure consistency
- m. Design will adhere to the *Washington Healthplanfinder* UI and Branding guidelines to ensure a consistent look.
- n. Vendor to provide a creative direction pitch to include wireframes of proposed User Interface (UI) and User Experience (UX) design elements.
- o. Designed tools will be responsive to Tablet and Mobile Devices.
- p. Content will adhere to provided Plain Talk guidelines to ensure a consistent voice. All design and copy must be approved by HBE communications prior to development and implementation.
- q. The DST will be cloud based and hosted outside of HBE. The vendor is responsible for cloud hosting.

#### **1.6.6. Decision-Support Tool(s) Testing Requirements**

- a. Facilitate testing of DST tools by the Exchange, and other Exchange partners prior to consumer use. The Vendor must develop a written plan to populate its DST tool with its own test data prior to having production data available from the Exchange. The Vendor must allow the Exchange staff the ability to test the DST tools for accuracy using this test data, as well as the final production data. The DST tools test environments must allow access from the HPF development, integration test, stress test, and user acceptance test environments.
- b. Vendor will develop a plan to populate the DST tool with its own test data prior to having production data available from the Exchange. Vendor will not have access to production data for 2018 plan year until the fall of 2017. Vendor will provide a written proposal with its plan for this testing and present this proposal to HBE for feedback and revisions based on HBE requirements.
- c. Vendor must allow HBE staff the ability to test the DST tool for accuracy using 2017 plan data, as well as the final production data. Exchange staff must be able to review the underlying data and the final input/output.
- d. Vendor must allow HBE partners, including insurance carriers, the opportunity to test the DST tools for accuracy at the discretion of HBE. Carriers must be able to view and test only their own data during this testing phase. HBE and our partners must be able to review the underlying data and the final input/output.



- e. Vendor is expected to be available during the all stages of the Integration, stress, and UAT testing.
- f. Vendor must provide a separate testing environment. Testing support needed in multiple environments

#### **1.6.7. Consumer Experience**

Vendor will test the consumer usability of and as a result of findings, refine the design of any DST tool integrated with *Washington Healthplanfinder* before go live. This usability testing will evaluate the discoverability, comprehension and relevance of a DST tool created for HBE. Consumers recruited to participate in these testing sessions must include a diverse racial, ethnic and socioeconomic population and be a representative sample of Washington QHP customers.

- a. The Vendor must submit a written usability testing plan covering research questions, methodology and measures; participant characteristics; recruitment methodology; testing schedule; test procedure; test materials; and data analysis and reporting approach.
- b. The Vendor must reserve and pay for the cost of facility space appropriate to conduct consumer testing. The facility must be in Washington State and must allow for external viewers to observe the sessions. Alternatively, the vendor has the option to collaborate with HBE to reserve a usability lab in Olympia, WA at a reduced cost.
- c. The Vendor must recruit representative participants for usability testing. Vendor must provide appropriate reimbursement for time and travel: consistent with the [Washington State Administrative & Accounting Manual- Reimbursement Rates for Lodging, Meals, and Privately-Owned Vehicle Mileage](#).
- d. The Vendor must provide a clickable prototype of the DST tools integrated with *Washington Healthplanfinder* to be used in usability testing by consumers.
- e. The Vendor must conduct usability testing based on the testing plan document.
- f. The Vendor must provide a written usability testing report covering consumer feedback and any related recommendations for modifications to HBE.
- g. Vendor will incorporate high severity usability findings to final design before go live.

#### **1.6.8. Security Requirements**

- a. For Severity 1 site availability or performance issues, our expectation would be that correction or repair be completed within 24 hours. For changes needed to correct inaccurate data, our expectation would be that corrections are completed within same business day and treated as priority. HBEs expected hours of business operation during Open Enrollment are 7AM – 10PM PST
- b. Data processing must meet CMS and IRS security requirements applicable to Exchanges (e.g. IRS Pub 1075).
- c. The Vendor must demonstrate the ability to meet the data and privacy requirements as outlined in the attached contract template.

## 2. SCHEDULE AND AUTHORITY

### 2.1. Acquisition Authority

The Washington Health Benefit Exchange issues this Request for Proposal acting under the authority pursuant to CH. 43.71 RCW. CH. 43.71 RCW is the statute that establishes the Exchange and the Exchange Board.

### 2.2. RFP Schedule

This RFP is being issued under the following Schedule. Required Response deadlines are mandatory and non-negotiable. Failure to meet any of the required deadlines (dates and times) will result in disqualification from participation. The schedule outlines the process for important action dates and times. HBE reserves the right to revise this schedule at any time.

Item	Action	Date
1	Exchange issues RFP.	February 1, 2017
2	Vendor Optional Letter of Intent. Submitting the letter of intent is a courtesy to the Exchange.	February 10, 2017
3	Vendors may submit written questions until 3:00 p.m. PST.	February 14, 2017
4	Exchange will issue final responses to Vendor questions in an addendum by close of business.	February 21, 2017
<b>6</b>	<b>Vendors must submit responses to RFP Coordinator by 3:00 p.m. PST.</b>	<b>March 1, 2017</b>
7	Exchange evaluation of responses.	March 6-17, 2017
8	Target date for oral presentations (should the Exchange opt to hold them)	March 27-31
9	Exchange notifies Apparently Successful Vendor (ASV) and begins contract negotiations. Non-ASV's may request a debriefing.	April 5, 2017
10	Target date for contract execution.	April 20, 2017
11	Project Start Date.	May 1, 2017

### 3. ADMINISTRATION/GENERAL INFORMATION

#### 3.1. COMMUNICATION THROUGH RFP COORDINATOR

Upon release of this RFP, all Vendor communications concerning this solicitation must be directed to the RFP Coordinator listed below. If the Vendor communicates with any other employees of the Washington Health Benefit Exchange concerning this RFP, unless such communication is otherwise required or allowed by law or written HBE policy, HBE may disqualify the Vendor from responding to this RFP.

Erin Hamilton  
Washington Health Benefit Exchange  
HBE Contracts Office  
RE: HBE17-002  
Email: [contracts@WAHBExchange.org](mailto:contracts@WAHBExchange.org)

Reponses should be based on the material contained in the RFP, any related amendments/addenda, and any questions and written answers directed through the RFP Coordinator. All oral communications will be considered unofficial and non-binding on the HBE. Vendors should rely only on written statements issued by the RFP Coordinator or his designee.

#### 3.2. OPTIONAL LETTER OF INTENT

Vendors are encouraged to submit by email an optional Letter of Intent to respond to RFP-HBE17-002. Failure to submit a Letter of Intent will not disqualify the Vendor's organization from further participation in the RFP; however, it will assure that the Vendor's firm will promptly receive all addenda and announcements concerning the acquisition.

The Letter of Intent should:

- State that the Vendor wishes to respond to HBE17-002
- Include the Vendor's mailing address, telephone number, and e-mail address.

Email the Letter of Intent to:

Erin Hamilton  
RFP Coordinator  
Health Benefit Exchange  
RE: HBE17-002  
Email: [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org)

The Letter of Intent should be received on the date stated in Section 2.2; Schedule.

#### 3.3. VENDORS' QUESTIONS AND HBE ANSWERS

Vendor questions regarding this RFP will be accepted until the dates and times specified in RFP Section 2.2: *RFP Schedule*. Early submission of questions is encouraged. Vendor questions must be submitted in writing via e-mail to the RFP Coordinator at the email address listed below:

Erin Hamilton  
Washington Health Benefit Exchange

RE: Questions Regarding HBE17-002  
Email: [contracts@WAHBExchange.org](mailto:contracts@WAHBExchange.org)

HBE's official written answers to the Vendor's questions will be posted to Washington Electronic Business Solution (WEBS) website at <https://fortress.wa.gov/ga/webs/> Please check WEBS regularly for updates, amendments and other RFP addenda.

The Vendor that submitted the questions will not be identified. Verbal responses to questions will be non-binding on the HBE. Only written responses posted to WEBS and the HBE's Procurement Web Site will be considered official and binding.

Vendors are requested to use the following format when submitting their written questions:

Question #	Document Name	Section # and Title	Page or Paragraph#	Question

### 3.4. E-MAIL

E-mail is to be used for all communications required in this RFP. HBE may also communicate with the Vendor utilizing the same methods. HBE will also post any formal communications to WEBS.

HBE does not take responsibility for any problems in the e-mail or Internet delivery services, either within or outside HBE. The Vendor is responsible for ensuring timely and complete delivery of any communications related to this RFP.

### 3.5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

The HBE is subject to Washington State's Public Records Act (Chapter 42.56 RCW). Vendor's Response can be disclosed through the process set forth in this section. Portions of a Vendor's Response may be protected from disclosure through the process set forth in this section.

**A Vendor cannot restrict its entire Response or entire sections of the Response from disclosure. A Vendor also cannot restrict its pricing from disclosure.** Attempts to restrict disclosure using footer on every page to restrict disclosure will not be honored and may require the Vendor to resubmit the Response or subject the Vendor to disqualification.

If the Vendor wants to protect any Proprietary Information that is included in its Response from disclosure, the information shall be clearly designated by the Vendor as Proprietary Information. "Proprietary Information" is defined as information owned by Vendor to which Vendor claims a protectable interest under law. Propriety Information may include, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

To the extent consistent with Chapter 42.56 RCW, the Public Records Act, the HBE shall maintain the confidentiality of Vendor's information marked Proprietary Information. If a public disclosure request is made to view Vendor's Proprietary Information, the HBE shall notify Vendor of the request and of the date that the Proprietary Information shall be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain a court order enjoining disclosure, the HBE will release the Proprietary Information on the specified date.

The HBE's sole responsibility shall be limited to maintaining the Vendor's identified Proprietary Information in a secure area and to notify Vendor of any request(s) for disclosure for so long as the HBE retains Vendor's information in the HBE records. Failure to label materials as Proprietary Information or failure to timely respond after notice of a public disclosure request has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

All requests for information should be directed to the RFP Coordinator.

### **3.6. COSTS OF RESPONSE PREPARATION**

HBE will not pay any Vendor costs associated with preparing or presenting any Response in response to this RFP.

### **3.7. RESPONSE PROPERTY OF THE HBE**

All materials submitted in response to this solicitation become the property of the HBE, unless received after the deadline in which case the Response is returned to the sender. The HBE has the right to use any of the ideas presented in any material offered. Selection or rejection of a Response does not affect this right.

### **3.8. WAIVER OF MINOR IRREGULARITIES**

Read all instructions carefully. If the Vendor does not comply with any part of this RFP, HBE may, at its sole option, reject the Vendor's Response as non-responsive. HBE reserves the right to waive minor irregularities contained in any Response.

### **3.9. ERRORS IN RESPONSE**

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter Response documents after the deadline for Response submission. The HBE is not liable for any errors in Responses. The HBE reserves the right to contact Vendor for clarification of Response contents. HBE reserves the right to correct minor obvious error contained in any Response.

In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team(s) may, at their discretion and acting through the RFP Coordinator, contact a Vendor to clarify specific points in the submitted Response. However, under no circumstances will the responding Vendor be allowed to make changes to the proposed items after the deadline stated for receipt of Responses

### **3.10. RFP AMENDMENTS**

HBE reserves the right to amend this RFP. Amendments and all communications regarding this RFP will be posted to the Washington Electronic Business Solution (WEBS) website at <https://fortress.wa.gov/ga/webs/>

If a conflict exists between amendments, or between an amendment and the RFP, the document issued last shall take precedence. The published Vendors' questions and HBE's official answers are an amendment to the RFP.

### **3.11. WITHDRAWAL OF RESPONSE**

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time (identified in Section 2.2: RFP Schedule). To accomplish Response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFP Coordinator. After withdrawing a previously submitted Response, Vendor may submit another Response at any time up to the Response submission due date and time.

### **3.12. RIGHT TO CANCEL**

With respect to all or part of this RFP, the HBE reserves the right to cancel or reissue at any time without obligation or liability.

### **3.13. RIGHT TO REJECT ALL RESPONSES**

HBE may, at any time and at its sole discretion and without penalty, reject any and all Responses and issue no contract as a result of this RFP.

### **3.14. AUTHORITY TO BIND HBE**

The HBE Chief Executive Officer and the HBE Chief Executive Officer's designees are the only persons who may legally commit HBE to any contracts. The Vendor shall not incur, and HBE shall not pay, any costs incurred before a Contract is fully executed.

### **3.15. CONTRACT**

HBE will award one Contract to the Vendor most capable of providing the services and/o products required. The Apparently Successful Vendor will be expected to sign a Contract which is substantially the same as the Contract included in this RFP as Exhibit C. The Contract will also incorporate this RFP and the Vendor's Response.

Either party may propose additional Contract terms and conditions during negotiation of the final Contract. However, as stated in 4.5.1.9 of this RFP, proposed language alternate to the attached Sample Contract must be included in the Vendor's Letter of Transmittal. The Vendor may not substitute their own contract for the HBE Contract.

If the Apparently Successful Vendor(s) refuses to sign the final Contract within ten (10) calendar days of delivery, HBE may revoke the award and award the Contract to the next-highest-ranked Vendor(s), or not make an alternate award.

## **4. INSTRUCTIONS; VENDOR RESPONSE**

Vendors must follow these instructions exactly or their Response may be deemed non-responsive.

### **4.1. PREPARATION OF PROPOSALS (MANDATORY)**

The following requirements are mandatory in responding to this RFP. Failure to follow these requirements may result in Vendor disqualification.

- 4.1.1. Vendor must respond to each question/requirement contained in Sections 4 – 7 of this RFP. Failure to comply with any applicable item may result in disqualification of the Response
- 4.1.2. Each of the RFP requirements are numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:
  - a) For Mandatory requirements (M), the Response must always indicate explicitly whether or not the Vendor's proposed Product meets the requirement. A statement, "(Vendor Name) has read, understands, and fully complies with this requirement" is acceptable, along with any additional information requested.

b) For Mandatory Scored (MS) , the Response must always indicate explicitly whether or not the Vendor's proposed Product meet the requirement, and describe how the proposed Vendor's Product will accomplish each requirement or are desirable as it relates to the service(s) proposed.

- 4.1.3. Pages must be numbered consecutively within each section of the Response showing Response section number and page number.
- 4.1.4. Figures and tables must be numbered and referenced in the text of the Response by that number.
- 4.1.5. Cost responses (Section 7) must be submitted using the Vendor Cost Proposal worksheet provided in Exhibit B. Separate price quotes attached to this document or submitted in some other form will not be accepted as a valid Response.
- 4.1.6. The Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.
- 4.1.7. The Response must be in Word, Excel, Visio, or PDF. Other file formats may be accepted with prior approval of the RFP Coordinator.

#### **4.2. RESPONSE FORMAT (MANDATORY)**

- a. The Letter of Transmittal and responses are to be submitted via email in unrestricted Word, Excel or PDF format.
- b. State responding organization's name on the first page of all RFP responses.
- c. Pages are to be formatted as standard 8.5" x 11" white paper. Font size can be no less than 11 point. Margins can be no less than 1 inch. Each page must be numbered.
- d. Figures and tables must be numbered and referenced in the text of the Response by that number. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.
- e. The Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.
- f. Write the RFP response in the order given in section 4.3. Title and number each item in the same way it appears instructions. The Vendor must respond to every element, except where otherwise stated.
- g. Some elements may have page limitations that will be enforced.

#### **4.3. RFP RESPONSE CONTENT AND SUBMITTAL**

The Response must contain information responding to all mandatory requirements in Sections 4 through 7, and must include the signature of an authorized Vendor representative on all documents required in the appendices.

The Response must be submitted in two (2) electronic folders containing what is listed below. This separation of documentation protects the integrity of HBEs evaluation process.

**Folder 1:**

- Signed Letter of Transmittal (Section 4.5.1)
- Certifications and Assurances (signed) (Section 4.5.2 / Exhibit A)
- Completed Vendor Cost Proposal Worksheet (Section 7 / Exhibit B)

**Folder 2:**

- The Response to the Vendor Qualification Requirements (Section 5)
- The Response to the Technical Proposal Requirements (Section 6)

Failure to provide any requested information in the prescribed format may result in disqualification of the Vendor.

**4.4. DELIVERY OF RESPONSES (MANDATORY)**

Email Response(s) to:

RFP Coordinator  
Erin Hamilton  
Washington Health Benefit Exchange  
RE: RFP 17-002 Response  
Email: [contracts@WAHBExchange.org](mailto:contracts@WAHBExchange.org)

The Response must arrive at the HBE, to the RFP Coordinator, no later than 3:00pm, PST, on the Response Due Date stated in Section 2.2, RFP SCHEDULE.

Late Responses will not be accepted and will automatically be disqualified from further consideration.

HBE does not take responsibility for any problems in the email delivery services. The responding Vendor is responsible for ensuring delivery in accordance with the specifications in this RFP. Transmission of the Response to any other email address is not equivalent to receipt by HBE.

For your Proposal to be considered complete you must respond to all requirements of this RFP. Vendors must provide a Proposal to all sections of the RFP. Vendor's failure to comply with any part of HBE's RFP may result in the Vendor's Proposal being disqualified for being non-responsive.

**4.5. ADMINISTRATIVE CONTENTS**

Responses must contain, in the order given:

**4.5.1. Letter of Transmittal (MANDATORY)**

A Letter of Transmittal should be prepared on Vendor letterhead and signed by an individual who is authorized to commit the Vendor to the services and requirements as stated in this RFP. The Letter of Transmittal must be submitted as a separate document and include, in the order given:

4.5.1.1. Identifying information about the Vendor to include the following:

- a. The Vendor's business name, address, telephone number, email address (if any) and fax number.



- b. The legal status of the bidding entity (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized as it now substantially exists.
  - c. The name, address, email address and telephone number of any sole proprietor, and of the partners or principal officers as appropriate.
  - d. The name of the person who will have primary contact with the Health Benefit Exchange in carrying out the responsibilities of this Contract.
  - e. The name(s) and titles of all persons authorized to speak on behalf of the Vendor on matters related to this procurement.
  - f. The name and address of the entity that receives legal notices for the Vendor.
- 4.5.1.2. If Response is being submitted in partnership with one or more entities, identify the entities and their primary responsibilities if selected as the Apparently Successful Vendor. Provide brief description of the relationship with the Vendor and the process for determining which entity will perform the work.
- 4.5.1.3. Provide a statement affirming that by submitting a response to this solicitation, the Vendor and its key subcontractors represent that they are not in arrears in the payment of any obligations due and owing the State of Washington, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of the Contract if selected for Contract award.
- 4.5.1.4. The Vendor's Washington Uniform Business Identification (UBI) number. The Vendor must be licensed to do business in the state of Washington before any resulting Contract is executed. Provide the Vendor organization's UBI number issued by the Washington State Department of Licensing or an affirmation that the organization will obtain a business license before executing a Contract.
- 4.5.1.5. State Vendor's Federal Employer Tax Identification Number. If Vendor is a sole proprietor, they may use the following format when submitting the Federal ID number: xxx-xx-1234. For the "1234", please use the last 4-digits of Vendor's social security number. If the Vendor is selected as a successful Vendor, HBE will send a W-9 to obtain the complete Federal ID/SSN number.
- 4.5.1.6. Conflict of Interest information:
- a. If any of the Vendor's employees or officers or subcontractors employees or officers were employed by the Washington Health Benefit Exchange or the state of Washington during the last two years, state their positions within the organization, state their proposed duties under any resulting Contract, their duties and position during their employment with HBE or the state, and the date of their termination from HBE/state employment.
  - b. If any owner, key officer or key employee of the Vendor is related by blood or marriage to any employee of HBE or has a close personal relationship to same, identify all the parties, identify their current or proposed positions and describe the nature of the relationship.
  - c. Vendor must disclose if they have a business relationship with Deloitte Consulting, or other major HBE Contractor

- d. If the Vendor is aware of any other real or potential conflict of interest, the Vendor must fully disclose the nature and circumstances of such potential conflict of interest. If, after review of the information provided and the situation, HBE determines that a potential conflict of interest exists, HBE may, at its sole option, disqualify the Vendor from participating in this procurement. Failure to fully disclose any real or potential conflict of interest may result in the disqualification of the Vendor or the Termination for Default of any contract with the Vendor resulting from this procurement with the Vendor.
- 4.5.1.7. Vendors must indicate whether they have had a contract terminated for default in the last five years. Termination for default is defined as a notice to stop work due to the Vendor's nonperformance or poor performance, where the issue of performance was either not litigated due to inaction on the part of the Vendor, or litigated and determined that the Vendor was in default.

If the Vendor has had a contract terminated for default in the last five years, the Vendor must submit full details including the other party's name, address and telephone number. The Vendor must specifically grant HBE permission to contact any and all involved parties and access any and all information HBE determines is necessary to satisfy its investigation of the termination. HBE will evaluate the circumstances of the termination and may at its sole discretion, bar the participation of the Vendor in this procurement.
- 4.5.1.8. The page numbers and names of any Response elements being claimed as "Proprietary" or "Confidential" (see Section 3.5). Include an explanation for each claim of confidentiality.
- 4.5.1.9. Any alternate contract language the Vendor wishes to propose (see section 3.15). If alternate contract language is longer than one page, attach it to your Letter of Submittal as a separate document.
- 4.5.1.10. A list of all RFP amendments received by amendment issue date. If no RFP amendments were received, write a statement to that effect. Vendor questions/ HBE responses are considered an amendment to the RFP.
- 4.5.1.11. A detailed list of all materials and enclosures being sent in the Response.

**4.5.2. Certifications and Assurances (MANDATORY)**

Certifications and Assurances (Exhibit A) signed by a person authorized to bind the Vendor to a contract.

**5. VENDOR QUALIFICATIONS PROPOSAL**

**5.1. Organizational and Managerial Qualifications (MANDATORY SCORED)**

In no more than five (5) pages, provide examples of two vendor reference accounts where similar services and DST tools have been implemented and performed within the last four years using the following format:

Name of the engagement/project and customer

When: The time period of the engagement, for example, January through July, 2013.

Description: Briefly describe the engagement. Note if the services were performed in the health care arena.

Leaders: Provide the names and titles of your project sponsor and project manager. Provide a brief summary of the roles each played in the engagement.

Management and guidance: Describe how your firm managed the engagement. Highlight how the engagement was organized to enhance timely completion of quality work. Describe how the engagement set the scope of the project and your firm's role in establishing and managing the scope. Describe any external stakeholders involved in the project and your firm's role in working with them or advising the client on stakeholder issues. Describe how your firm organized the project to manage risk and respond to unknown events.

Other: Vendor must also inform the Exchange of any contract(s) signed in the last five years, but for which all deliverables were not successfully delivered and for which the contract was terminated.

## 5.2. Qualifications of Vendor's proposed team (MANDATORY SCORED)

In no more than eight (8) pages, provide your proposed team to perform all aspects of the services in sections 1.6, Scope of Work. An organizational chart with team member names and titles for the project must be provided. If the design and implementation team are different team members please identify both project teams. Provide the team's expertise in the following format:

- Identify a project team, including capabilities and depth of resources that would be available for the project, and each team member's resume and time dedicated to the project.
- Identify partner(s) – where applicable – who will be responsible for the work required by this Scope of Work, including the partner's name, title, corporate address, email, and telephone number.
- Identify the individual by name, title, corporate address, email, and telephone number who will serve as the point-of-contact at the organization and as project manager for the contract awarded as a result of this Scope of Work, if different from the individual identified above.
- Submit resumes or curriculum vitae setting forth the qualifications of the organization's management, professional, and technical personnel who will work on this Scope of Work, if the project is awarded to the organization.

## 6. TECHNICAL PROPOSAL

### 6.1. Functions and Methodology (MANDATORY SCORED)

Provide a proposed solution for providing the DST tool(s). The solution must be presented in the form of a high-level work plan. The work plan must present the basic steps the Vendor would take to formulate a solution for RFP Sections 1.6, Scope of Work. The Vendor must also define the proposed solution in sections 1.6 in the form of deliverables and their associated costs. In the response to this section, the Vendor should assume that work will begin May 1, 2017 through June 30, 2019. Identify any deliverables or work efforts not included in the RFP solicitation that should be included to assure success. **The Vendor's response to this section may be no more than sixteen (16) pages. The page limitation does not include graphics/diagrams.**

Specifically, in addition to addressing each requirement, Vendor must include the following information:

- A. Vendor must provide detailed information on their analytic process for determining out-of-pocket cost estimates. Data must be reliant on commercial market claims data and be representative of Washington. At a minimum, this will include Vendor's cost estimation process and methodology, how data provided to Vendor will be incorporated into cost calculation, ongoing maintenance and updating of data, and definition of proposed data input requested from the user. If using a third party vendor, Vendor must ensure data is secure and that all third parties with access to Exchange data can meet the security requirements as outlined in the RFP.
- B. Vendor must provide detailed information on their overall methodology for recommending or presenting plans to consumers using the DST tool. This should include how provider directory and formulary information is incorporated into the overall recommendation or presentation of plans. In addition, this will include any demographic and profile questions that are incorporated into the tool results.
- C. Vendor will provide detailed information on their process and methodology for populating and maintaining other decision support tools proposed to HBE. At a minimum, this will include Vendor's process for collection, maintenance and updating of claims data used by Vendor to populate corresponding DST tools, definition of any proposed data input requested from user, definition of any data input requested from HBE. Data must be reliant on commercial market claims data and be representative of Washington.
- D. Vendor will describe and provide a visual image of what the consumer will see from start to finish and what results will be displayed for the user in both anonymous browsing and in the application.

## 6.2. Technical Requirements (MANDATORY SCORED)

Identify in eight (8) pages or less, the method for meeting the technical requirements described in section 1.6:

- Vendor must describe how the DST tool will:
  - a) Be integrated with *Washington Healthplanfinder*;
  - b) Describe the API / web service protocols the tool could be integrated through;
  - c) Describe how the DST tool would send data via an API, or other mutually agreed upon integration method, that will populate the HPF UI. Define the list of inbound and outbound data elements which the DST tool could process.
  - d) Describe how the DST tool's technical implementation will allow it to meet performance standards;
  - e) Describe how the DST tool's technical implementation will allow it to meet availability standards;
  - f) Describe the DST's tool ability to access plan and provider data;
  - g) Describe the ability to integrate with other tools including tools external to the *Washington Healthplanfinder* website
  - h) Using our publicly available *Washington Healthplanfinder* website anonymous browsing feature, provide an end-to-end storyboard of how a

user would interact with the DST tool within the HPF UI to obtain a plan recommendation or customized presentation of options. HPF and DST screenshots or mock ups may suffice.

- i) Vendor will provide information on the identity management access to the DST tool.
- j) Vendor will describe the hosted environment for the DST and include percentage of up-time, planned maintenance and release schedules, and reference the disaster recovery plan or other contingency plans.
- k) If applicable, identify any potential obstacles/challenges and mitigation strategies related to the technical requirements listed in Section 1.6.4 and 1.6.5, within the timeline outlined in Appendix A; and
- l) Explain how Vendor will obtain or provide any software, tools, or other intellectual property required for its proposed solution (e.g., if proprietary, licensed, etc.).
- m) Vendor will briefly describe the non-production environments (e.g. Testing, Training, Sandbox). Please specify what is available to HBE.

### **6.3. Consumer Experience and Functionality Review (MANDATORY SCORED)**

Vendor must submit a usability testing plan to HBE outlining how the Vendor will conduct consumer usability testing. See Section 1.6.7 for details. In addition, Vendor may submit previously completed testing results to demonstrate how testing has been conducted with past Vendors.

Vendor must also provide HBE access to a functional version of its DST to allow HBE to conduct a hands-on review of the tool. The review must occur on a version of the DST tool that allows for interactive use by the evaluation team, including user-generated data. Submission of only video demonstrations, static screenshots or PowerPoint presentations will be considered nonresponsive to the RFP. Additionally, failure to provide the access to such DST tools described herein will eliminate Vendor from consideration.

HBE will review DST tools to evaluate the user experience. This will include, but is not limited to, the following factors: ease of understanding information presented, completeness of information, diversity of comparison points, extra features not required by the RFP, usability, ease of navigation, speed of page/data loading, etc.

Vendor must submit the following information:

- Proposed design and layout of plan display (shopping pages) to ensure a smooth transition from the Customer Decision Support Tool to the shopping pages.
- Proposed design and layout of the compare plans page to ensure a smooth transition from the Customer Decision Support Tool to plan compare page.

### **6.4. Future Functionality (MANDATORY SCORED)**

If the Vendor has any plans to expand current tools in the near future or build separate tools, please explain these future capabilities in eight (8) pages or less. HBE views the DST tool as being able to be adapted as consumer needs evolve and the market changes. HBE is interested in what the Vendor may be able to offer in the future. For example, if Vendor does not currently incorporate quality scores but

intends to build this into their scoring methodology in the future, explain Vendor's plans and timeline in developing this ability.

In addition to the minimum tool requirements, the Vendor may propose to provide additional DST, such as:

- A tool that incorporates quality information such as star ratings for plans into decision support tool methodology, in accordance with the Exchange's Quality Rating System standards or other quality criteria developed by the Exchange ("Plan Quality Rating");
- A tool that permits users to understand the network type and network breadth of each plan ("Network Compare"),
- A tool that permits users to understand the quality associated with each provider/facility that is available in-network with each plan ("Provider Quality Rating");
- A tool that includes Medicaid plans
- A tool that permits users to select a health care provider or facility, such as a primary care physician or primary care practice, immediately following plan enrollment to be transmitted to the health plan with the enrollment file ("Provider Selector");
- Value based purchasing
- Other tools that support consumer plan shopping.

## **7. COST RESPONSE (MANDATORY SCORED)**

### **7.1. COST OF SERVICES**

Vendor must provide a budget for the proposed scope of work described in Section 1.6. The Vendor is to include in their cost proposal all direct and indirect costs associated with completing the project as described in Section 1.6 including, but not limited to: administrative; facilities; travel; labor; licenses; and taxes. No additional charges for other expenses will be allowed.

The budget must detail the costs for the following segments of work, using the Vendor's Cost Proposal worksheet attached as Exhibit B, for each DST tool the Vendor seeks to provide:

- Implementation of the integrated tool(s) included in the Vendor's proposal with the HPF user interface (UI) via API Include all costs, denoted by category, involved, including implementation or licensing costs. Include cost of testing technical and functional aspects of the tool(s) prior to go live, if these are separate costs. The time period will be from the award of the Agreement through implementation;
- Ongoing operations cost (i.e. maintenance fees, annual hosting fees, etc.) during time period from implementation through the end of the first contract term (These costs should be a fixed amount, not variable by the number of users using the tool);
- Any one-time fees (i.e. Branding, Spanish translations, etc.);
- Any anticipated cost for ongoing maintenance operations (4 years, in 1 year increments), running from July 1 through June 30 for each year for both standalone and integrated tool(s).

Pricing for each segment of work must include the following:

- Integration with a production environment, as well as up to 4 testing environments: Development, Integrated System Test, User Acceptance Test and Performance Test;
- Provisions for testing with dummy data that are not included in the production user base of 200,000 consumers;
- Provisions for variations in the number of health plans on the HPF (e.g., how is pricing affected if the number of QHPs increases or decreases by 10, 25, or 50 percent?).

## 8. EVALUATION

### 8.1. EVALUATION PROCEDURES PHASE I

Responsive Vendor responses will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued.

The evaluation of Vendor Responses shall be accomplished by an evaluation team designated by the Exchange, which will determine the ranking of the responses.

The RFP Coordinator will evaluate the Vendor Price Quotes.

#### 8.1.1. Clarification of Response

The RFP Coordinator may contact the Vendor for clarification of any portion of the Vendor's response.

#### 8.1.2. Administrative Screening

Responses will be reviewed initially by the RFP Coordinator to determine on a pass/fail basis. The evaluation team will only evaluate Responses meeting all administrative requirements.

#### 8.1.3. Qualitative Review and Scoring

Responses that pass the administrative screening review will be evaluated and scored based on responses to the requirements in the RFP.

### 8.2. Evaluation Weighting and Scoring

#### 8.2.1. Evaluation of Sections 5.1, 5.2, 6.1, 6.2, 6.3, and 6.4.

Evaluators will assign points based upon how well they believe the Vendor communicated their experience, knowledge and ability to meet the Exchange's needs.

Description	RFP Section	Maximum Possible Points
Vendors Organizational and Managerial Qualifications	Section 5.1	5
Qualifications of Vendor's proposed team	Section 5.2	5
Vendors Functions and Methodology	Section 6.1	25
Vendors ability to comply w/ Technical Requirements	Section 6.2	20

Vendors Consumer Experience and Functionality	Section 6.3	20
Future Functionality	Section 6.4	10
Cost	Section 7	15
Total	All Sections	100

Sections 5.1, 5.2, 6.1, 6.2, 6.3, and 6.4: Evaluators will assign points to each Scored requirement based on the effectiveness and completeness of the Vendor’s response to each requirement.

The Evaluation teams will assign scores for each of these sections based on the following:

- The Vendor receiving the highest number of points for section 5.1 will receive a baseline score of 5 points.
- The Vendor receiving the highest number of points for section 5.2 will receive a baseline score of 5 points.
- The Vendor receiving the highest number of points for section 6.1 will receive a baseline score of 25.
- The Vendor receiving the highest number of points for section 6.2 will receive a baseline score of 20.
- The Vendor receiving the highest number of points for section 6.3 will receive a baseline score of 20.
- The Vendor receiving the highest number of points for section 6.4 will receive a baseline score of 10.

Other Vendors in each of the four requirements sections will receive a score based on the following formula:

$$\text{Vendor Score} = (\text{Vendor Points} \div \text{Highest Vendor Points}) \times \text{Section Baseline}$$

A score of zero by all evaluators on any Scored Requirement will result in the Proposal being disqualified.

#### 8.2.2. Cost Proposal Evaluation

The Cost Proposal (section 7) will be worth 15 points in the scoring of the proposals.

The RFP Coordinator will score the Vendor’s price where:

- The Vendor submitting the lowest Total Cost will receive a score of 15 points.
- Other Vendors will receive a score based on the following formula:

$$\text{Operational Vendor Score} = (\text{Lowest Vendor Price} \div \text{Vendor Price}) \times 15$$



### **8.3. EVALUATION – PHASE II: OPTIONAL ORAL PRESENTATION/INTERVIEW**

Up to three (3) of the highest ranking candidates from Phase I may be submitted for consideration in Phase II. Phase II will consist of an interview with individuals selected by the Exchange. The Exchange may require candidates selected for Phase II to submit references to the RFP Coordinator. At the sole discretion of the Exchange, the Apparently Successful Vendor may be selected based upon the results of the interview(s).

### **8.4. NOTIFICATION TO PROPOSERS**

Firms whose responses have not been selected for award will be notified by e-mail.

## **9. POST AWARD**

### **9.1. OPTIONAL VENDOR DEBRIEFING**

Only Vendors who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference shall occur on or before the date specified in Section 2.2: *RFP Schedule*. The request shall be in writing (e-mail acceptable) addressed to the RFP Coordinator.

The optional debriefing will not include any comparison between Vendor's Response and any other Responses submitted. However, the Exchange will discuss the factors considered in the evaluation of the requesting Vendor's Response and address questions and concerns about Vendor's performance with regard to the solicitation requirements. The debriefing conference may take place in-person or by telephone.

A Vendor may submit a protest only after a debriefing conference has been both requested and held with that Vendor.

### **9.2. PROTEST PROCEDURES**

Vendors who have submitted a Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Vendor is allowed five (5) Business Days to file a formal protest of the solicitation with the RFP Coordinator.

#### **9.2.1. Grounds for Protest**

Protests may be made after HBE has announced the Apparently Successful Vendor (ASV) and after the protesting Vendor has had a debriefing conference with the HBE. Protests may be made on only these grounds:

- Arithmetic errors were made in computing the score.
- The Exchange failed to follow procedures established in the solicitation document, or applicable state or federal laws or regulations; or.
- There was bias, discrimination, or conflict of interest on the part of an evaluator.

### 9.2.2. Protest Process

#### A. Procedure

Protests are made to HBE after HBE has announced the ASV. Vendor protests shall be received, in writing, by HBE within five (5) Business Days after the Vendor debriefing conference.

#### B. Grounds for protest are:

- Arithmetic errors were made in computing the score;
- The HBE failed to follow procedures established in the solicitation document, or applicable state or federal laws or regulations; or
- There was bias, discrimination or conflict of interest on the part of an evaluator.

Protests not based on these criteria will not be considered.

#### C. Format and Content

Vendors making a protest shall include in their written protest to HBE all facts and arguments upon which the Vendor relies, and shall be signed by a person authorized to bind the Vendor to a contractual relationship. Vendors shall, at a minimum, provide:

- Information about the protesting Vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest;
- Information about the acquisition; the HBE reference number (RFP 17-002), acquisition method, the HBE Coordinator;
- Specific and complete statement of the HBE action(s) being protested;
- Specific reference to the grounds for the protest; and
- Description of the relief or corrective action requested.

#### D. HBE Review Process

Upon receipt of a Vendor's protest, HBE will postpone signing a Contract with the ASV until the Vendor protest has been resolved.

HBE will perform an objective review of the protest, by individuals not involved in the acquisition process being protested. The review shall be based on the written protest material submitted by the Vendor and all other relevant facts known to HBE.

HBE will render a written decision to the Vendor within five (5) Business Days after receipt of the Vendor protest, unless more time is needed. The protesting Vendor shall be notified if additional time is necessary.

#### E. HBE Determination

The final determination shall:

- 1) Find the protest lacking in merit and uphold the HBE's action;
- 2) Find only technical or harmless errors in the HBE's acquisition process conduct, determine the HBE to be in substantial compliance, and reject the protest;
- 3) Find merit in the protest and provide the HBE with options that may include:
  - a) Correct errors and reevaluate all Responses; or

- b) Reissue the solicitation document; or
  - c) Make other findings and determine other courses of action as appropriate.
  - 4) Not require the HBE to award the Contract to the protesting party or any other Vendor, regardless of the outcome.
- F. The resulting decision is final; no further administrative appeal is available.

## EXHIBIT A - CERTIFICATIONS AND ASSURANCES

### Issued by the Washington Health Benefit Exchange

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFP are conditions precedent to the award or continuation of the resulting Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offer or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offer, directly or indirectly, to any other offer or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offer to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.

The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the RFP, and it may be accepted by HBE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period. In the case of protest, your Response will remain valid for 180 days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the Health Benefit Exchange or the state of Washington whose duties relate (or did relate) to the HBE's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that the HBE will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the HBE, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Exhibit C, or substantially similar terms, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Exhibit C of this RFP.

We (circle one) **are / are not** submitting proposed Contract exceptions (see Section 4.5.1.9).

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Vendor Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## EXHIBIT B – VENDOR COST PROPOSAL WORKSHEET

### 1.1 Instructions

The Exchange requires that the below price tables be completed as they are presented. Failure to complete the price tables may disqualify the Bidder's proposal. All assumptions or constraints made in arriving at the prices proposed in these price tables must be clearly described. As specified in the RFP, Bidders are encouraged to include a narrative to describe the assumptions on which this price response is based.

The Exchange does not seek to specify the format, sequence or timing of any payments as part of this request and will consider these items as part of the contracting process, including "at-risk" reimbursement arrangements whereby the Exchange makes payment to the Bidder only upon completion of the project or major milestone activities.

Bidder should provide a budget for the proposed scope of work described in Section 1.4 of the Request for Proposals ("RFP").

The budget must detail the costs for the following segments of work for the Total Cost Calculator and/or the Formulary Search tool(s), and integration cost:

- Implementation of the integrated tool(s) included in the Bidder's proposal with the HPF user interface (UI) via API. Include all costs, denoted by category, involved, including implementation or licensing costs. Include cost of testing technical and functional aspects of the tool(s) prior to go live, if these are separate costs. The time period will be from the award of the Agreement through implementation;
- Implementation and Ongoing cost to integrate with HPF's central provider directory, or provide provider directory search tool capabilities to perform provider look-up capabilities.
- Ongoing operations cost (i.e. maintenance fees, annual hosting fees, etc.) during time period from implementation through the end of the first contract term (These costs should be a fixed amount, not variable by the number of users using the tool);
- Any one-time fees (i.e. Branding, Spanish translations, etc.);
- Any anticipated cost for ongoing maintenance and operations (4 years, in 1 year increments), running from July 1 – June 30 of each year.

Pricing for each segment of work should include the following:

- Integration with a production environment, as well as up to 4 testing environments: Development, Integrated System Test, User Acceptance Test and Performance Test;
- Provisions for testing with dummy data that are not included in the production user base of 200,000 consumers;
- Provisions for variations in the number of health plans on the HPF (e.g., how is pricing affected if the number of QHPs increases or decreases by 10, 25, or 50 percent?)

In addition, the budget may detail the costs for additional DSS tools described in Section 6 of the RFP.

Pricing for each segment of work should include the following:

- Integration with a production environment, as well as up to four (4) testing environments: Development, Integrated System Test, User Acceptance Test (UAT) and Performance Test;
- Provisions for testing with dummy data that are not included in the production user base; and
- Provisions for variations in the number of health plans, users, or other inputs;
- Transition-related costs (e.g., in phased implementation approach); and
- Possible customization costs for any items not included in base product, if any.

Bidders should use the template provided below as a guide to providing detailed cost for each phase/component of delivery (e.g., development, testing) and ongoing support to submit their financial proposal. Bidders should expand upon this format to provide additional detail as necessary.

## 1.2 Bidder’s Proposed Budget Template

### 1.2.1 Costs for Total Cost Calculator Tool

<b>I. Implementation Costs</b>	
<b>Item (Please list all costs separately. You may add additional lines as needed)</b>	<b>Price</b>
<i>Item A</i>	\$0.00
<i>Item B</i>	\$0.00
Total Cost of Implementation	\$0.00
<b>Narrative Response:</b>	

<b>II. Ongoing Support</b>	
<b>Item (Please list all costs separately. You may add additional lines as needed. This should include any cost during time period from implementation through the end of the first contract term and any anticipated cost for ongoing maintenance and operations (4 years, in 1 year increments), running from July 1 through June 30 each year.)</b>	<b>Price</b>
<i>Item A</i>	\$0.00
<i>Item B</i>	\$0.00
Total Monthly Cost (Fixed)	\$0.00
Total Monthly Cost (Variable)	\$0.00
<b>Narrative Response:</b>	

### 1.2.2 Costs for Formulary Search Tool

<b>I. Implementation Costs</b>	
<b>Item (Please list all costs separately. You may add additional lines as needed.)</b>	<b>Price</b>
<i>Item A</i>	\$0.00
<i>Item B</i>	\$0.00
Total Cost of Option 1 Phase 2 Implementation	\$0.00
<b>Narrative Response:</b>	

<b>II. Ongoing Support</b>	
<b>Item (Please list all costs separately. You may add additional lines as needed. This should include any cost during time period from implementation through the end of the first contract term and any anticipated cost for ongoing maintenance and operations (4 years, in 1 year increments), running from July 1 through June 30 each year.)</b>	<b>Price</b>
<i>Item A</i>	\$0.00
<i>Item B</i>	\$0.00
Total Monthly Cost (Fixed)	\$0.00
Total Monthly Cost (Variable)	\$0.00
<b>Narrative Response:</b>	

### 1.2.3 Implementation and Ongoing cost to integrate with HPF's central provider directory, or provide provider directory search tool capabilities to perform provider look-up capabilities.

<b>I. Implementation Costs</b>	
<b>Item (Please list all costs separately. You may add additional lines as needed.)</b>	<b>Price</b>
<i>Item A</i>	\$0.00

<i>Item B</i>	\$0.00
Total Cost of Option 1 Phase 1 Implementation	\$0.00
<b>Narrative Response:</b>	

<b>I. Ongoing Support</b>	
<b>Item (Please list all costs separately. You may add additional lines as needed.)</b>	<b>Price</b>
<i>Item A</i>	\$0.00
<i>Item B</i>	\$0.00
Total Monthly Cost (Fixed)	\$0.00
Total Monthly Cost (Variable)	\$0.00
<b>Narrative Response:</b>	

**1.2.4 Costs for Additional Optional Tools (Complete For *Each* Additional Decision-Support Services Tool Proposed)**

<b>II. Implementation Costs</b>	
<b>Item (Please list all costs separately. You may add additional lines as needed.)</b>	<b>Price</b>
<i>Item A</i>	\$0.00
<i>Item B</i>	\$0.00
Total Cost of Option 1 Phase 1 Implementation	\$0.00
<b>Narrative Response:</b>	



<b>II. Ongoing Support</b>	
<b>Item (Please list all costs separately. You may add additional lines as needed.)</b>	<b>Price</b>
<i>Item A</i>	\$0.00
<i>Item B</i>	\$0.00
Total Monthly Cost (Fixed)	\$0.00
Total Monthly Cost (Variable)	\$0.00
<b>Narrative Response:</b>	

## EXHIBIT C – SAMPLE CONTRACT

### CONTRACT FOR DECISION SUPPORT TOOL SERVICES BETWEEN WASHINGTON HEALTH BENEFIT EXCHANGE AND

---

This Contract is made and entered into by and between the Washington Health Benefit Exchange hereinafter referred to as the “WAHBE” or “Exchange”, and the below named firm, hereinafter referred to as “Contractor,”

(contractor name)  
(address)  
(city, state zip)  
Phone:  
Email:  
WA State UBI Number:

#### **1. IT IS MUTUALLY AGREED THAT:**

The purpose of this contract is to provide the Washington Health Benefit Exchange with an optional Decision Support Tool(s) (DST) tools to assist customer’s shopping for individual market qualified health plans (“QHP”) offered through HPF. The Contractor will perform the WAHBE responsibilities and duties, as defined in Statements of Work, throughout the term of the resulting Contract.

#### **2. SPECIAL TERMS AND CONDITIONS**

Under no circumstances will contractors perform any work until this Contract and any subsequent Statement of Work (SOW) have been fully executed. Any work performed without a properly executed Contract, Statement of Work, or amendment will be at the Contractor’s risk. The EXCHANGE is under no obligation to pay for work performed without properly executed authorization.

#### **3. SCOPE OF WORK**

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between the EXCHANGE and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit C, Statement of Work, attached hereto and incorporated by reference herein and any other Statement of Work entered into by the parties under this Contract.
- C. All written reports and invoices required under this Contract must be delivered to the Contract Manager, in accordance with the schedule in Exhibit C, Statement of Work.

#### **4. PERIOD OF PERFORMANCE**

The period of performance under this Contract will be from **May 1, 2017**, or from the Date of execution, whichever is later, through June 30, 2019, unless sooner terminated as provided herein. No billable activity may take place until this Contract has been signed by both parties. The EXCHANGE may extend this Contract in whatever time increments the EXCHANGE deems appropriate, not to exceed June 30, 2023. Notwithstanding the foregoing, no extension of this Contract will extend the Statement of Work, which may only be changed by written agreement of both parties.

#### **5. PRICING AND ADJUSTMENT**

Unless otherwise stipulated prices quoted shall not be subject to increase throughout the initial contract period. Should the WAHBE decide to extend the Contract for an additional year(s) rates will be negotiated for adjustments in pricing for any subsequent terms, however, rate increases may not exceed 5 percent.

#### **6. COMPENSATION**

The Maximum Not-To-Exceed Compensation, which includes any allowable expenses, payable to the Contractor for satisfactory performance of the work under this Contract shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). In no event shall the cost or payment exceed the Maximum Not-to-Exceed Compensation associated with this Contract.

Contractor's compensation for services rendered shall be based on the following deliverables identified in Exhibit C, Statement of Work.

##### **6.1. Expenses**

Travel or per diem to or from the Olympia Washington area will not be authorized. Under special circumstances, Contractor may receive reimbursement for travel and other expenses as authorized in advance by the EXCHANGE as reimbursable and stated in the Statement of Work.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. CONTRACTOR shall receive compensation for travel expenses at current Washington Health Benefit Exchange travel reimbursement rates. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Contractor and WAHBE agree that timely completion by Contractor of all Work and delivery of any Work Products is critical, and no additional compensation shall be paid unless the Statement of Work (Exhibit C) under the Contract is expanded by written amendment executed by authorized representatives of the Contractor and WAHBE. WAHBE shall make payment to the Contractor upon receipt and acceptance of specified deliverables and accompanying properly executed invoices.

#### **7. INVOICES AND BILLING PROCEDURES**

The EXCHANGE will pay Contractor upon receipt of properly completed invoices, which shall be submitted to the Contract Manager not more often than monthly. If invoices are submitted less frequently than monthly, Exchange may request monthly estimate of fees incurred.

*NOTE: Payment under this contract is based on satisfactory acceptance of each deliverable.*

The invoices shall describe and document to the EXCHANGE's satisfaction a description of work performed, the progress of the project, and fees. The invoice shall include the Contract reference number HBE-XXX. If pre-approved expenses are invoiced, a detailed breakdown of each type must be provided. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

Contractor shall only submit invoices for services or deliverables as permitted by this section of the Contract. The EXCHANGE will return incorrect or incomplete invoices to the Contractor for correction and reissue. The Contract number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. Invoices must reference this Contract number and provide detailed information as requested by EXCHANGE. If the Statement of Work specifies multiple deliverables, description of work shall specify the applicable deliverable number, and completion date.

Payment shall be considered timely if made by the Exchange within thirty (30) calendar days after receipt of properly completed invoices. Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to the EXCHANGE within 60 days after the Contract expiration date. Belated claims shall be paid at the discretion of the Exchange and are contingent upon the availability of funds.

Payment shall be sent to the address designated by the Contractor, unless the EXCHANGE has opted to use electronic fund transfer.

The Exchange may, in its sole discretion, terminate this Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the EXCHANGE.

## **8. CONTRACT MANAGEMENT**

- 8.1. The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

### **Contract Manager for Contractor is:**

(CONTRACT MANAGER NAME)  
(ADDRESS)  
(CITY, STATE ZIP)  
Phone:  
Email:

### **Contract Manager for EXCHANGE is:**

Vincent Barrailler, Chief Information Officer  
WA Health Benefit Exchange  
810 Jefferson Street (mailing address-Post Office Box 657, Olympia, WA 98507)  
Olympia, WA 98504  
Phone: (360) 688-1578  
E-mail address: [vincent.barrailler@wahbexchange.org](mailto:vincent.barrailler@wahbexchange.org)

8.2 Notices

Any notice or other communication required to be given under this Contract shall be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as certified mail, postage prepaid, return receipt requested, or by electronic mail (email), to the parties at the addresses and e-mail addresses provided in this Section.

9. **ASSURANCES**

The EXCHANGE and the Contractor agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

10. **ORDER OF PRECEDENCE**

Each of the Exhibits listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special terms and conditions as contained in this basic Contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B – Federal Certifications and Assurances
- Exhibit C - Statement of Work
- Exhibit D – Data Security Requirements
- RFP 17-002 dated February 1, 2017
- Contractor’s Response to RFQQ 17-001 dated \_\_\_\_\_
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

11. **ENTIRE AGREEMENT**

This Contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

12. **CONFORMANCE**

If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

13. **APPROVAL**

This Contract shall be subject to the written approval of the EXCHANGE’s authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of X pages and X attachments, is executed by the persons signing below who warrant that they have the authority to execute the Contract.

**<CONTRACTOR>**

**WASHINGTON HEALTH BENEFIT EXCHANGE**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title  
RFQ 17-002

\_\_\_\_\_  
Vincent Barrailler Director of IT  
Exhibit C – Sample Contract

SAMPLE CONTRACT  
EXHIBIT A - GENERAL TERMS AND CONDITIONS

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "AGENT" shall mean the Chief Executive Officer (CEO) of the EXCHANGE, and/or the delegate authorized in writing to act on the CEO's behalf.
- B. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this Contract, and shall include all employees of the CONTRACTOR.
- C. "EXCHANGE" shall mean the Washington Health Benefit Exchange, any division, section, office, unit or other entity of the EXCHANGE, or any of the officers or other officials lawfully representing the EXCHANGE.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this Contract or under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

**2. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by the EXCHANGE.

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**5. ASSIGNMENT**

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the EXCHANGE. WAHBE may assign this Contract to the Exchange Board established by chapter 43.71 RCW, or any public agency, commission, board, or the like, within the political boundaries of the State of Washington.

**6. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney fees and costs.

**7. Background and Reference Checks**

Due to the confidential nature of the information and materials which will be accessible to Contractor, WAHBE will require the Contractor to conduct a state and/or federal criminal background check, SAM/EPLS check and/or reference check on Contractor Staff to be used to provide the Services. WAHBE reserves the right in its sole discretion to reject any propose Contractor Staff as a result of information produced by such reference or background checks.

**8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The CONTRACTOR shall not use or disclose any information concerning the EXCHANGE, or information that is considered personally identifiable information (P.I.I.), for any purpose not directly connected with its performance under or the administration of this contract, except with prior written consent of the EXCHANGE, or as may be required by law. For the purposes of this section, "Personally Identifiable Information" or "P.I.I." means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name, etc.

## **9. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other government tribunal, the EXCHANGE may, in its sole discretion, by written notice to the CONTRACTOR terminate this Contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this Contract is terminated as provided above, the EXCHANGE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Contract by the CONTRACTOR. The rights and remedies of the EXCHANGE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## **10. COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the EXCHANGE. The EXCHANGE shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the EXCHANGE effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

CONTRACTOR shall retain all patent, copyright and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience (collectively, "Intellectual Property") owned or possessed by CONTRACTOR before the commencement of, or acquired by CONTRACTOR during or after, the performance of the services.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the EXCHANGE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the EXCHANGE.

The CONTRACTOR shall exert all reasonable effort to advise the EXCHANGE, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The EXCHANGE shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The EXCHANGE shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

## **11. COVENANT AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

The EXCHANGE shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

## **12. DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

### **13. DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the CONTRACTOR'S name, address, and Contract number; and
  - Be mailed to the AGENT and the other party's (respondent's) Contract Manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

### **14. DUPLICATE PAYMENT**

The EXCHANGE shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the EXCHANGE or any other party under any other contract or agreement, for the same services or expenses.

### **15. GOVERNING LAW**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

### **16. INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the EXCHANGE, the State, agencies of State and all officials, agents and employees of the EXCHANGE, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the EXCHANGE for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the EXCHANGE shall not be eliminated or reduced by any actual or alleged concurrent negligence of EXCHANGE or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the EXCHANGE and its officials, agents or employees.

### **17. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this Contract are not employees or agents of the EXCHANGE. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the EXCHANGE or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.



## 18. INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, EXCHANGE may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The EXCHANGE may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the EXCHANGE under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

## 19. INSURANCE

- 19.1. Upon execution of the Contract, and during the remaining term of this Contract, Contractor shall maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to WAHBE within one Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may result in this Contract's termination.
- 19.2. The minimum acceptable limits shall be as indicated below for each of the following categories:
  - a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
    - ii. Employers Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
  - b. Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million;
  - c. Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000, and coverage of not less than \$2 million per occurrence/\$4 million general aggregate; and
  - d. Crime Coverage with a deductible not to exceed \$1 million, and coverage of not less than \$5 million single limit per occurrence and \$10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.
- 19.3. Premiums on all insurance policies shall be paid by Contractor or its Subcontractors. Such insurance policies shall name WAHBE as an additional insured on all general liability and umbrella policies.
- 19.4. Contractor's insurance policies shall not be canceled or nonrenewed in scope of coverage without provision for equivalent substitute insurance. Contractor's insurance policies shall not be reduced in scope without WAHBE's prior written consent.
- 19.5. Contractor agrees to waive all rights of subrogation against WAHBE for losses arising from services performed by Contractor under this Contract.
- 19.6. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the WAHBE and shall include a severability of interests (cross-liability) provision.
- 19.7. Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- 19.8. Contractor shall furnish to WAHBE copies of certificates of all required insurance within 30 calendar days of this Contract's Effective Date, and copies of renewal certificates of all required insurance

within 30 calendar days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section.

## **20. LICENSING, ACCREDITATION AND REGISTRATION**

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

## **21. LIMITATION OF AUTHORITY**

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Contract is not effective or binding unless made in writing and signed by the AGENT.

## **22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the EXCHANGE. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

## **23. NONDISCRIMINATION**

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

## **24. Non-Solicitation.**

During the term of this Contract and for 12 months after any termination of this Contract, CONTRACTOR will not, without the prior written consent of the AGENT, either directly or indirectly, on CONTRACTOR'S own behalf or in the service or on behalf of others], solicit or attempt to solicit, divert or hire away any person employed by the EXCHANGE.

## **25. PRIVACY**

Personal Identifiable Information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use Personal Identifiable Information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Identifiable Information without the express written consent of the Exchange or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the EXCHANGE for any damages related to the CONTRACTOR'S unauthorized use of personal information.

## **26. PUBLICITY**

The CONTRACTOR agrees to submit to the EXCHANGE all advertising and publicity matters relating to this Contract wherein the EXCHANGE'S name is mentioned or language used from which the connection of the EXCHANGE'S name may, in the EXCHANGE'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the EXCHANGE.

## **27. RECORDS MAINTENANCE**

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable

times to inspection, review or audit by the EXCHANGE, personnel duly authorized by the EXCHANGE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### **28. REGISTRATION WITH DEPARTMENT OF REVENUE**

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

#### **29. RIGHT OF INSPECTION**

The CONTRACTOR shall provide right of access to its facilities to the EXCHANGE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

#### **30. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the EXCHANGE may terminate the Contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the EXCHANGE'S discretion under those new funding limitations and conditions.

#### **31. SEVERABILITY**

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

#### **32. SITE SECURITY**

While on EXCHANGE premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

#### **33. SUBCONTRACTING**

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the EXCHANGE. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Washington Health Benefit Exchange for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personally Identifiable Information without the express written consent of the Exchange or as provided by law.

#### **34. SURVIVORSHIP**

All license and purchase transactions executed and services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices and price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled; Confidentiality/Safeguarding Of Information; Copyright Provisions; Incorporated Documents and Order of Precedence; Limitation of Liability; Publicity; Disputes; Records Maintenance, Vendor's Commitments; Vendor's Proprietary Information; and Warranties and Representations shall survive the termination of this Contract.

#### **35. TAXES**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

### **36. TERMINATION FOR CAUSE**

In the event the EXCHANGE determines the CONTRACTOR has failed to comply with the conditions of this Contract in a timely manner, the EXCHANGE has the right to suspend or terminate this contract. Before suspending or terminating the contract, the EXCHANGE shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The EXCHANGE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the EXCHANGE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the EXCHANGE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

### **37. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this contract, the EXCHANGE may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this Contract is so terminated, the EXCHANGE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

### **38. TERMINATION FOR FUNDING CONTINGENCY**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the EXCHANGE may terminate this Contract without advance notice, subject to renegotiation under those new funding limitations and conditions.

### **39. TERMINATION PROCEDURES**

Upon termination of this contract, the EXCHANGE, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the EXCHANGE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The EXCHANGE shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the EXCHANGE, and the amount agreed upon by the CONTRACTOR and the EXCHANGE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the EXCHANGE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the EXCHANGE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The EXCHANGE may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the EXCHANGE against potential loss or liability.

The rights and remedies of the EXCHANGE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;

3. Assign to the EXCHANGE, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the EXCHANGE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the EXCHANGE and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the Contract had been completed, would have been required to be furnished to the EXCHANGE;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the EXCHANGE has or may acquire an interest.

#### **40. TREATMENT OF ASSETS**

- A. Title to all property furnished by the EXCHANGE shall remain in the EXCHANGE. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the EXCHANGE upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the EXCHANGE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the EXCHANGE in whole or in part, whichever first occurs.
- B. Any property of the EXCHANGE furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the EXCHANGE, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the EXCHANGE that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any EXCHANGE property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the EXCHANGE and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the EXCHANGE all property of the EXCHANGE prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

#### **41. U.S. Department of Treasury, Office of Foreign Assets Control**

The Exchange complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the Exchange does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the Exchange will download the current OFAC SDN file and compare it to Exchange and statewide vendor files. In the event of a positive match, the Exchange reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the Contract according to the Termination for Convenience provision without making payment. The Exchange will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

#### **42. CONTRACTOR'S PROPRIETARY INFORMATION**

Contractor acknowledges that the Exchange is subject to chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, the Exchange shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor's Proprietary Information, the Exchange will notify the Contractor of the request and of the date that such records will be released to the requester unless the Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the Exchange will release the requested information on the date specified.

#### **43. WAIVER**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the EXCHANGE.

## SAMPLE CONTRACT

### EXHIBIT B - FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

In the event federal funds are included in this agreement, the following sections apply: I. Federal Compliance and II. Standard Federal Assurances and Certifications. In the instance of inclusion of federal funds, the Contractor may be designated as a sub-recipient and the effective date of the amendment shall also be the date at which these requirements go into effect.

- I. FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Carole Holland, Chief Financial Officer  
WA Health Benefit Exchange  
810 Jefferson Street (mailing address-PO Box 657, Olympia WA 98507)  
Olympia, WA 98504  
(360) 688-7720  
Email address: [Carole.Holland@wahbexchange.org](mailto:Carole.Holland@wahbexchange.org)

- a. Source of Funds:** Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.525, the full and complete terms and provisions of which are hereby incorporated into this agreement can be found by reference in Exhibit E.
- b. Modifications:** This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
- 1.** Examples of items requiring Washington Health Benefit Exchange prior written approval include, but are not limited to, the following:
    - i.** Deviations from the budget and Project plan.
    - ii.** Change in scope or objective of the agreement.
    - iii.** Change in a key person specified in the agreement.
    - iv.** The absence for more than three months or a 25% reduction in time by the Project Manager/Director.
    - v.** Need for additional funding.
    - vi.** Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
    - vii.** Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
  - 2.** No changes are to be implemented by the Sub-recipient/vendor until a written notice of approval is received from the Health Benefit Exchange.
- c. Condition for Receipt of Health Benefit Exchange Funds:** Funds provided by Washington Health Benefit Exchange to the Sub-recipient/vendor under this agreement may not be used by the Sub-recipient/vendor as a match or cost-sharing provision to secure other federal monies.
- d. Citizenship/Alien Verification/Determination:** The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.

- e. *Federal Compliance:* The Sub-recipient/vendor shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
- f. *Civil Rights and Non-Discrimination Obligations* During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>

Exchange Federal Compliance Contact Information  
 Washington Health Benefit Exchange  
 810 Jefferson Street (mailing address-PO Box 657, Olympia WA 98507)  
 Olympia, Washington 98504

IV. STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington Health Benefit Exchange.

#### CERTIFICATIONS

##### 1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant and the principal(s), defined as an officer, director or owner of the organization in accordance with 45 CFR Part 76, and its principles:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b) have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal,

State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

- d) have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

##### 2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:



- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about
  - (1) The dangers of drug abuse in the workplace;
  - (2) The contractor's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the EXCHANGE has designated the following central point for receipt of such notices:

Legal Services Director  
 WA Health Benefit Exchange  
 PO Box 657  
 Olympia, WA 98501

### 3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If

needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

- (3)** The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all Sub-recipient/vendors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)**

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

**5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all Sub-recipient/vendors shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

**6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION**

- 1)** By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
- 2)** The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3)** The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- 4)** The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5)** The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted

for assistance in obtaining a copy of those regulations.

- 6) The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the EXCHANGE.
- 7) The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other

remedies available to the Federal Government, the EXCHANGE may terminate this transaction for cause or default.

- 7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS
  - 1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
    - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    - d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
  - 2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

**CONTRACTOR SIGNATURE REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Please also print or type name:	
ORGANIZATION NAME: (if applicable)	DATE

## SAMPLE CONTRACT

### EXHIBIT D – DATA SECURITY REQUIREMENTS

1. Definitions.
  - a. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access EXCHANGE Confidential Information.
  - b. “Hardened Password” means a string of at least eight characters including 1 upper case, 1 lower case, one number and 1 special character (i.e., nonalphanumeric characters). The administrator and privileged user password must change every 60 days and other user password once every 90 days. Previous 6 consecutive passwords cannot be reused. The passwords must not allow Userids, First Name or the last name of the user. “Transmitting” means the transferring of data electronically, such as via email.
  - c. “Transmitting” means the transferring of data electronically, such as via email.
  - d. “Transporting” means the physical transferring of data that has been stored.
  - e. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.
2. Data Transmitting. When transmitting EXCHANGE Confidential Information electronically, including via email, the Data shall be protected by:
  - a. Transmitting the Data within the (State Governmental Network) SGN, Health Benefit Exchange network or Contractor’s internal network, or;
  - b. Encrypting any Data that will be transmitted outside the SGN or Contractor’s internal network with 128-bit Advanced Encryption Standard (AES) encryption or better. This includes transit over the public Internet.
3. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
  - a. Hard disk drives. Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provides equal or greater security, such as biometrics or smart cards. The data on the drive will only be accessible to authenticated individuals that need to access it. That is, the data will be secured on the disk in such a way that other authenticated individuals that do not need access to the data will not have the ability to access it. Workstations with sensitive data stored on them will be tracked and their movements documented until the sensitive data is removed from the workstation. When the data is removed the date of its removal and method of its removal will be documented. Hard drives that have contained sensitive data will be wiped with a method that will render the deleted information irretrievable.
  - b. Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an

area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For EXCHANGE Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. Removable Media, including Optical discs (CDs or DVDs) in local workstation optical disc drives and which will not be transported out of a secure area. Sensitive or Confidential Data provided by the EXCHANGE on removable media, such as optical discs or USB drives, which will be used in local workstation optical disc drives or USB connections shall be encrypted with 128-bit AES encryption or better. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access EXCHANGE Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers and which will not be transported out of a secure area. Data provided by the EXCHANGE on optical discs which will be attached to network servers shall be encrypted with 128-bit AES encryption or better. Access to Data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has been authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. Paper documents. All paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. Access via remote terminal/workstation over the State Governmental Network (SGN) or WA Health Benefit Exchange network (EXCHANGE Network). Data accessed and used interactively over the SGN or EXCHANGE Network. Access to the Data will be controlled by EXCHANGE staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor shall have established and documented access termination procedures for existing staff with access to EXCHANGE Data. These procedures shall be provided to EXCHANGE staff upon request. The Contractor will notify EXCHANGE staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employment of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this Contract.
- g. Access via remote terminal/workstation over the Internet through Secure Access Washington. Data accessed and used interactively over the Internet. Access to the Data will be controlled by EXCHANGE staff who will issue remote access authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify EXCHANGE staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user's duties change such that the user no longer requires access to perform work for this Contract.

- h. Data storage on portable devices or media.
  - (1) EXCHANGE Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Special Terms and Conditions of the contract. If so authorized, the Data shall be given the following protections:
    - (a) Encrypt the Data with a key length of at least 128 bits using an industry standard algorithm (e.g., AES, *Twofish*, *RC6*, etc.)
    - (b) Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.
    - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically protect the portable device(s) and/or media by

- (d) Keeping them in locked storage when not in use
  - (e) Using check-in/check-out procedures when they are shared, and
  - (f) Taking frequent inventories
- (2) When being transported outside of a secure area, portable devices and media with confidential EXCHANGE Data must be under the physical control of contractor staff with authorization to access the Data.
  - (3) Portable devices include any small computing device that can be transported. They include, but are not limited to; handhelds/PDAs/phones, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), and laptop/notebook/tablet computers.
  - (4) Portable media includes any Data storage that can be detached or removed from a computer and transported. They include, but are not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), USB drives, or flash media (e.g. CompactFlash, SD, MMC).

#### 4. Data Segregation.

- a. EXCHANGE Data must be segregated or otherwise distinguishable from non-EXCHANGE Data. This is to ensure that when no longer needed by the contractor, all EXCHANGE Data can be identified for return or destruction. It also aids in determining whether EXCHANGE Data has or may have been compromised in the event of a security breach.
- b. EXCHANGE Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-EXCHANGE Data. Or,
- c. EXCHANGE Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to EXCHANGE Data. Or,
- d. EXCHANGE Data will be stored in a database which will contain no non-EXCHANGE Data. Or,
- e. EXCHANGE Data will be stored within a database and will be distinguishable from non-EXCHANGE Data by the value of a specific field or fields within database records. Or,
- f. When stored as physical paper documents, EXCHANGE Data will be physically segregated

from non-EXCHANGE Data in a drawer, folder, or other container.

- g. When it is not feasible or practical to segregate EXCHANGE Data from non-EXCHANGE Data, then both the EXCHANGE Data and the non-EXCHANGE Data with which it is commingled must be protected as described in this exhibit.
5. Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in 2.b above, Data shall be returned to the EXCHANGE or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character Data, or  Degaussing sufficiently to ensure that the Data cannot be reconstructed, or  Physically destroying the disk
Paper documents with sensitive or confidential Data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding by a method that renders the Data unreadable, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or cutting/breaking into small pieces.
Magnetic tape	Degaussing, incinerating or crosscut shredding

6. Notification of Compromise or Potential Compromise. The Contractor shall have an established and documented policy to deal with the compromise or potential compromise of Data that complies with the HITECH Act of ARRA 2009. The Contractor shall provide EXCHANGE staff of such policy upon request. The compromise or potential compromise of EXCHANGE shared Data must be reported to the EXCHANGE Contact designated on this Contract within one (1) business day of discovery.
7. Data shared with Sub-contractors. If EXCHANGE Data provided under this Contract is to be shared with a sub-contractor, the contract with the sub-contractor must include all of the Data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the subcontractor cannot protect the Data as articulated within this Contract, then the contract with the sub-contractor must be submitted to the EXCHANGE Contact Services for review and approval.

## Timeline for Decision Support Tool Project

