



**Request for Qualifications and Quotations  
(RFQQ)**

**HBE 18-003**

**System Integrator Re-Procurement Planning Services**

**RFQQ RELEASE DATE:**

February 14, 2018

## 1. INTRODUCTION and OVERVIEW

### 1.1. Purpose and Authority

The Washington Health Benefit Exchange (hereafter called WAHBE) is initiating this Request for Quotations and Qualifications (RFQQ) to obtain a Vendor to: 1) assess, define and document Request for Proposals (RFP) requirements for WAHBE's future System Integrator procurement; and 2) assist with RFP drafting.

WAHBE issues this RFQQ under the authority of chapter 43.71 RCW, which established the WAHBE Board and WAHBE.

### 1.2. Organization Background

WAHBE was created by state statute in 2011 as a public-private partnership. WAHBE is responsible for the operation of *Washington Healthplanfinder* (HPF) – an easily accessible, online marketplace for individuals, families, and small businesses to find, compare, and enroll in Qualified Health Plans (QHP) and Washington Apple Health (Medicaid/CHIP).

*Washington Healthplanfinder* offers Washington State residents:

- Streamlined Medicaid and QHP application process
- Ability to apply and receive real-time eligibility results for Washington Apple Health (Medicaid/CHIP) and select their Medicaid Managed Care Organization.
- Side-by-side comparisons of Qualified Health and Dental Plans
- Tax credits or financial help to pay for co-pays and premiums
- Expert customer support offered online, by phone, or in person through local organizations or insurance brokers.

WAHBE serves more than 1.8 million residents annually. As of November 2016, more than 168,000 Washington residents were enrolled in QHP and more than 1.6 million were enrolled in MAGI Washington Apple Health.

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

<https://www.wahbexchange.org/about-the-exchange/what-is-the-exchange/>

### 1.3. Project Information

In 2012, WAHBE published a RFP and selected Deloitte Touche Tohmatsu Limited, commonly referred to as Deloitte, as its Systems Integrator to build and maintain the HPF.

The Contract with Deloitte ends on June 30, 2020, and WAHBE intends to publish a solicitation for HPF Operations & Maintenance (O&M) services in late 2019. To that end, RFQQ HBE 18-003 "System Integrator Re-Procurement Planning Services" seeks qualified Vendor(s) to assess, define and document the O&M requirements for this solicitation. The ASV will work with WAHBE to fully re-assess current O&M services, industry best practices, the WAHBE strategic vision and internal capabilities as part of its requirements development.

HPF is a highly integrated, custom developed software application which was built utilizing JAVA code on Oracle platform. HPF will soon be hosted on Microsoft's Azure cloud. HPF is integrated with Federal and State data sources as well as a number of complementary COTS software products including, but not limited to: Edifecs; BetterDoctor; and GetInsured.

Other information related to this project, including WAHBE's strategic plan, current technology utilized in the HPF (Java code, Oracle products, etc.), and an overview of current O&M services provided are attached as Exhibits C and D.

## 1.4. Definitions

Definitions for the purposes of this RFQQ, and any resulting Contract (except to the extent terms are specifically defined in the Contract), include:

“ADA” means the Americans with Disabilities Act of 1990.

“ASV” means Apparently Successful Vendor, the responsive, responsible Vendor selected to do work for WAHBE pursuant to this RFQQ pending the execution of a Contract between the parties.

“CMS” means Centers for Medicare and Medicaid Services, the Federal Agency that administers and oversees programs related to Medicare, Medicaid, the Children’s Health Insurance Program (CHIP), and the Health Insurance Marketplace.

“Contract” means the Contract executed between the Vendor and WAHBE pursuant to this RFQQ.

“Contractor” means the Vendor that has executed a formal Contract with WAHBE pursuant to this RFQQ.

“BAFO” means Best and Final Offer.

“HPF” means Washington Healthplanfinder, the website where individuals, families, and small businesses can: learn about their health insurance plan options; compare plans based on costs, benefits, and other important features; choose a plan; and enroll in coverage.

“ISO/IEC 15939” means Software Engineering - Software Measurement Process, an international standard that defines a measurement process for software development and systems engineering.

“MAGI” means Modified Adjusted Gross Income, the figure used to determine eligibility in Washington Healthplanfinder for Washington Apple Health and QHPs.

“MEET” means Medicaid Eligibility and Enrollment Toolkit, toolkit created by CMS to assist in the development and implementation of Eligibility and Enrollment systems.

“MITA” means Medicaid Information Technology Architecture, an initiative sponsored by CMS intended to foster integrated business and IT transformation across the Medicaid enterprise to improve the administration of the Medicaid program.

“NIST” means National Institute of Standards and Technology, a measurement standards laboratory within the United States Department of Commerce. NIST promotes U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology.

“O&M” means Operations & Maintenance, a set of activities that support the continuous functioning of the infrastructure and operational environments of an application including, but not limited to: administration; device management; mobile contracting and help desks services, as described in Exhibit D.

“QHP” means Qualified Health Plan, an insurance plan that has been certified by WAHBE that provides essential health benefits, follows established limits on cost-sharing (such as deductibles, co-payments, and out-of-pocket maximum amounts), and meets other requirements.

“SBM” means State Based Marketplace, a State-owned and operated Health Insurance Marketplace for individuals and small employers to purchase medical and dental insurance.

“SDLC” means Systems Development Life Cycle, the process of planning, creating, testing, and deploying an information system.

“Responsive” means a response to this RFQQ that meets all material terms of the document.

“Responsible” means the ability, capacity, and skill to perform the work or provide the service required, including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Vendor.

“ROI” means Return on Investment, the gain or loss generated on an investment relative to the amount of money invested.

“SI” means Systems Integrator, a person or company that specializes in bringing together component subsystems into a whole and ensuring that those subsystems function together.

“SLA” means Service Level Agreement, an agreement between a service provider and its internal or external customers that defines the performance standards the provider is obligated to meet for selected services.

“SOW” means Statement of Work, the work activities, deliverables and timeline a Contractor will accomplish. This term is used in a procurement to generally define the requirements and desired outcomes.

“UI” means User Interface, the features through which users interact with the hardware and software of computers and other electronic devices.

“UX” means User Experience, the perception and response of a person toward design elements of software or digital media while interacting with it.

“Vendor” means the person, firm, or company proposing to do work on behalf of WAHBE pursuant to this RFQQ.

“VPAT” means Voluntary Product Accessibility Template, the vendor-generated statement that provides relevant information on how a Vendor’s product or service claims to conform to the standards of Section 508 of the Rehabilitation Act of 1973.

“WAH” means Washington Apple Health, the Medicaid health insurance program for low-income families and children, pregnant women, the elderly, people with disabilities, and low-income adults in Washington.

“WCAG” means Web Content Accessibility Guidelines, the part of a series of web accessibility guidelines published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C), the main international standards organization for the internet.

## **1.5. Vendor Information and Eligibility**

This RFQQ is open to Vendors that are licensed to do business in Washington State or agree to become licensed prior to the execution of any resulting Contract, and that meet the following minimum mandatory requirement(s):

- Vendor, including Vendor’s assigned project manager and project team each have at least five (5) years of experience with similar projects containing both Federal and State level requirements, as described below in Section 1.5.1.

Vendor is expected to attend on-site meetings, as needed, throughout the duration of the project. WAHBE estimates approximately thirty percent (30%) of the project activities will require an on-site presence by Vendor or Vendor's project team.

**1.5.1.** The ASV will demonstrate, through its response to this RFQQ, both the Vendor and each member of the project team have had at least five (5) years of experience and demonstrated proficiency in the following areas:

- Assessing, evaluating, designing or implementing state-of-the-art websites
- Working with other SBM or comparable organizations' (i.e., insurance industry) systems and processes that include Federal and State funding source requirements
- Identifying cloud-hosting Contract risks including, but not limited to liability and SLAs, and suggesting mitigation strategies
- Developing technical, response, and evaluation requirements and drafting RFPs
- Publishing white papers and/or producing data-driven analyses for IT procurements, system maintenance and operations, and system design best practices
- Working with organizations that have successfully incorporated Vendor's suggested prototyping, usability testing, and/or other UI or design tools in determining business requirements or design phases
- Working with various SDLC models, methodologies (waterfall, agile, iterative), and best practices. Experience implementing workload optimization across all phases of SDLC
- Optimizing SDLC models to meet CMS amendment timelines, including best practices around the timing of cost, requirements, and design decisions to ensure design is not limited by cost/requirements while meeting CMS/amendment timelines
- Successfully implementing similar website O&M and the technical activities required including, but not limited to: hosting; managed services; patch management; batch operations; defect management; data fixes; SDLC; UI/UX design; and modularized programming
- Implementing requirements that comply with IT industry standards including, but not limited to NIST; IRS Pub 1075; WCAG 2.0; and CMS Minimum Standards
- Implementing the requirements of the CMS Medicaid Eligibility and Enrollment Toolkit (MEET) and Medicaid Enrollment & Eligibility Life Cycle

## **1.6. Period of Performance**

The period of performance of any Contract resulting from this RFQQ shall begin on or around April 16, 2018 (i.e., the start date) and expire at midnight PT on June 30, 2019, subject to earlier termination as permitted in the Contract. WAHBE, at its sole discretion, may extend the period of performance through December 31, 2020 in whatever time increments WAHBE deems appropriate.

## **1.7. Award**

WAHBE intends to award one Contract as a result of this RFQQ.

Under no circumstances shall the selected Vendor perform any work until a Contract has been fully executed. Any work performed before execution is at the Vendor's risk and expense. WAHBE is under no obligation to pay, and may be legally prohibited from paying, for any work performed prior to the start date of the Contract and SOW.

## 1.8. Funding

Any Contract awarded as a result of this RFQQ is contingent upon the availability of funding.

## 1.9. RFQQ Schedule

This RFQQ is being issued under the following schedule. The response deadlines are mandatory. Failure to meet any of the required deadlines (dates and times) will result in disqualification from participation.

Item	Action	Date
1	WAHBE issues RFQQ	02/14/18
2	Vendor Conference via Webinar – 4pm PT	02/21/18
3	Vendors may submit written questions until 3:00 p.m. PT	02/26/18
4	WAHBE will issue responses in an Addendum by 3:00 p.m. PT	03/2/18
5	Vendors must submit responses to RFQQ by 3:00 p.m. PT	03/9/18
6	WAHBE evaluation of responses	03/12/18 – 03/23/18
8	WAHBE notifies Vendors and begins negotiations with the ASV	03/26/18
9	Vendor Debriefings	3/28/18 – 04/06/18
10	Contract(s) Execution	04/13/18
11	Services Start Date	04/16/18

The Schedule outlines important dates for action. WAHBE reserves the right to revise this Schedule. Items 1-5 may be revised at any time by written addendum. Dates listed for items 6-11 are approximate and may be changed at any time without notice.

## 1.10. Limitation of Future Contracting

The ASV will be required to develop requirements, specifications and/or SOWs that will be incorporated into a future solicitation for an SI. If awarded a Contract resulting from this RFQQ, Vendor shall be ineligible to bid on future SI solicitation or perform any of the work associated with any resulting Contract.

## **2. SCOPE OF WORK AND DELIVERABLES**

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:

### **2.1. Initiation Phase**

#### **2.1.1. Scope of Work:**

- Develop project plan and deliverables expectations documents; and
- Conduct HPF visioning sessions to help define where HPF should be by 2022 and 2025

#### **2.1.2. Required Deliverables:**

- A Final project plan, approved by WAHBE; and
- Deliverables expectations documents for each deliverable listed below in phases 2.2 – 2.4.

### **2.2. External Assessment Phase**

#### **2.2.1. Scope of Work:**

- Conduct market analysis including, but not limited to: SBM technology offerings; SI Contracts; Vendors; re-procurement strategies (both governmental and private industry); pricing and deliverable models; and lessons learned from previous transitions;
- Research and provide requirements for procurement to comply with MITA, CMS, IRA Publication 1075, ADA and other requirements; and
- Research and suggest current best practices including, but not limited to:
  - Procurement process;
  - UI/UX;
  - System modularization;
  - Scope of O&M services;
  - O&M services to own vs. outsource;
  - SI services pricing; and
  - Enhancement SDLC

#### **2.2.2. Required Deliverables:**

- A market study of other SBM technology offerings, SI Contracts, Vendors, re-procurement strategies;
- A documented list of compliance requirements; and
- A data backed SI best practices study.

### **2.3. Internal Analysis Phase**

#### **2.3.1. Scope of Work:**

- Research, Identify and Assess all current O&M services and assign them to the above categories;
- Define criteria and coordinate evaluation of services currently included in SI Contract. Identify:
  - Current SI services to continue;
  - Services to discontinue or to transition to WAHBE;
  - Services to augment; and
  - New services to include
- Assess SI and WAHBE team structures to identify optimization opportunities;
- Lead data gathering for options discussions with regards to SI scope of services. This should include data regarding the operational, workflows, and financial impacts on WAHBE:

- Problem tier ownership, use of agile, ownership of design phase (between Vendor and WAHBE), physical presence vs. remote location of development resources, etc.
- Provide one (1) page reports for decision makers: options, pros, cons and ROI;
- Support financial modeling for expected costs of any new services; and
- Research ISO/IEC 15939 as well as best practices and determine appropriate performance indicators for SI, considering the new set of services

#### **2.3.2. Required deliverables:**

- A list of criteria for the evaluation of O&M services to include in the next SI Contract;
- A report consisting of recommendations and options for the SI scope of work including a report for each scope of work decision to be made; and
- A proposed O&M scope of work with a supporting organizational and financial model.

### **2.4. RFP Drafting Phase**

#### **2.4.1. Scope of Work:**

- Develop suggested Vendor selection criteria;
- Develop draft/high-level SOW for SI Vendor including necessary Vendor transition requirements; and
- Develop, in conjunction with the WAHBE Contracts Office, detailed RFP requirements including, but not limited to:
  - Services to be performed;
  - Technical requirements for services including, but not limited to, operations, maintenance, and project management;
  - Deliverables;
  - Consolidation of documents for Vendor RFP review including, but not limited to, current technical design documents and O&M process manuals.
  - Service Level Agreement/standards; and
  - Compliance requirements and standards including, but not limited to: CMS; IRS; MEET; WCAG; and NIST.

#### **2.4.2. Required deliverables:**

- A high-level RFP SOW;
- Detailed RFP requirements;
- Vendor selection criteria; and
- A draft RFP.



### 3. GENERAL INFORMATION

#### 3.1. Communication through RFQQ Coordinator

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

Erin Hamilton, CPPB  
WAHBE Contracts Office  
RE: RFQQ HBE 18-003  
Email: [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org)

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

#### 3.2. Optional Vendor Conference

WAHBE will conduct an optional Vendor conference via “Skype for Business”. The Vendor conference is optional for Vendors interested in submitting a response. Vendors may ask questions including, but not limited to: the project scope; specifications; requirements; and selection criteria during the Vendor conference. However, verbal responses during the conference are considered unofficial and non-binding. Vendors shall rely only on written statements issued by the RFQQ Coordinator.

##### **Vendor Conference Call-In Information:**

Date: Wednesday, February 21, 2018  
Time: 4:00pm P.T.  
Link: <https://meet.lync.com/wahbexchange/hamile/MTTD7TD4>  
Phone #: 1-719-457-3306  
Passcode: 680549

#### 3.3. Vendors’ Questions and WAHBE Responses

Vendor questions regarding this RFQQ will be accepted until the date and time specified in RFQQ Section 1.9. Early submission of questions is encouraged. Vendor questions must be submitted in writing via email to the RFQQ Coordinator at the email listed in Section 3.1.

Official responses to Vendors’ written questions will be posted as a numbered addendum on Washington’s Electronic Business Solution (WEBS) system at <https://fortress.wa.gov/ga/webs/home.html> and on WAHBE procurement webpage at [www.wahbexchange.org/about-the-exchange/what-is-the-exchange/vendor-procurements](http://www.wahbexchange.org/about-the-exchange/what-is-the-exchange/vendor-procurements) by the date and time specified in RFQQ Section 1.9. The name of Vendor that submitted the question(s) will not be identified. Only written responses posted to WEBS and WAHBE webpage 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. Email

Email is to be used for all communications required in this RFQQ. WAHBE may also communicate with Vendor utilizing the same methods.

WAHBE does not take responsibility for any problems in the email or internet delivery services, either within or outside WAHBE. Vendor is responsible for ensuring timely and complete delivery of any communications related to this RFQQ.

### 3.5. Proprietary Information/Public Disclosure

WAHBE 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 footers on every page to restrict disclosure will not be honored.**

If Vendor wants to protect any Proprietary Information that is included in its response from disclosure, the information shall be clearly designated by Vendor as Proprietary Information. "Proprietary Information" is defined as information owned by Vendor to which Vendor claims a protectable interest under law. Proprietary 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, WAHBE shall maintain the confidentiality of Vendor's information marked Proprietary Information. If a public disclosure request is made to view Vendor's Proprietary Information, WAHBE 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, WAHBE will release the Proprietary Information on the specified date.

WAHBE's sole responsibility shall be limited to maintaining Vendor's identified Proprietary Information in a secure area and to notifying a Vendor of any request(s) for disclosure for so long as WAHBE retains Vendor's information in WAHBE 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 RFQQ Coordinator.

### 3.6. Costs of Response Preparation

WAHBE will not pay any Vendor costs associated with preparing or presenting a response to this RFQQ or participating in Contract negotiations.

### 3.7. RFQQ Response Property of WAHBE

All materials submitted in response to this solicitation become the property of WAHBE, unless received after the deadline in which case the response shall be returned to the sender. WAHBE 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 Vendor does not comply with any part of this RFQQ, WAHBE may, at its sole option, reject Vendor's response as non-responsive. WAHBE 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. WAHBE is not liable for any errors in responses.

### **3.10. RFQQ Amendments**

WAHBE reserves the right to amend this RFQQ. Amendments will be posted as addenda on the WEBS website at <https://fortress.wa.gov/ga/webscust/> and on WAHBE procurement webpage at [www.wahbexchange.org/about-the-exchange/what-is-the-exchange/vendor-procurements](http://www.wahbexchange.org/about-the-exchange/what-is-the-exchange/vendor-procurements).

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

### **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 1.9. To accomplish response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFQQ Coordinator via email to [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org). After withdrawing a previously submitted response, a 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 RFQQ, WAHBE reserves the right to cancel or reissue at any time without obligation or liability.

### **3.13. Right to Reject All Responses**

WAHBE may, at any time and at its sole discretion and without penalty, reject all responses and issue no Contract because of this RFQQ.

### **3.14. Authority to Bind WAHBE**

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

### **3.15. Contract Execution**

The ASV will be expected to sign a Contract substantially the same as the Contract included in this RFQQ as Exhibit B – Sample Contract. The Contract will also incorporate this RFQQ.

Vendor may propose alternate or additional Contract terms and conditions its wishes to negotiate if selected as the ASV. Vendor-proposed alternate terms and/or exceptions must be included in Vendor's Letter of Submittal in the format provided below. No alternate Contract terms and conditions, or exceptions to terms and conditions, will be considered after award. Clauses required by Washington state law cannot be negotiated.

Vendor may not substitute their Contract for WAHBE's Contract. Vendor is instructed to base its Cost Proposal on the Sample Contract, not terms as proposed by the Vendor.

Proposed Contract language changes or exceptions not submitted in the format presented below, or that are incomplete, will not be considered and may be returned without review.

Contract Section	Issue	Reasons for Proposed Change	Exact Proposed Alternative or Additional Language to Insert into Agreement (Use Track Changes on Text)

If the ASV fails to sign the final Contract within ten (10) calendar days of delivery from WAHBE, WAHBE may revoke the award and either award the Contract to the next-highest-ranked Vendor or cancel the solicitation in its entirety.

#### 4. INSTRUCTIONS TO VENDORS

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

##### 4.1. Response Format

Responses must provide complete, concise information regarding Vendor’s experience and ability to provide the skill sets requested.

- 4.1.1. The Letter of Transmittal and RFQQ responses are to be submitted via email in unrestricted Word, Excel or PDF format.
- 4.1.2. Pages are to be formatted as standard 8.5" x 11" white paper. Font size can be no less than 10 point. Margins can be no less than ½ inch. Each page must be numbered.
- 4.1.3. 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.
- 4.1.4. 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.
- 4.1.5. Vendor must title, number and respond to each element in the order it appears below in Section 4.2.
- 4.1.6. Vendor must respond to every element, except where otherwise stated. Responses must provide complete, concise information regarding Vendor’s experience and ability to provide the skill sets requested.
- 4.1.7. Responses to Section 4.2.4 contains page limitations that will be enforced.

##### 4.2. Response Contents

Responses must contain all the following elements, in the order given, to be considered responsive:

###### 4.2.1. Letter of Transmittal (Mandatory, Pass/Fail)

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

- 4.2.1.1. Identifying information about Vendor to include the following:
  - Vendor business name, address, telephone number, and email.
  - The legal status of the Vendor or lead firm (partnership, corporation, etc.) and the year the Vendor’s entity was organized as it now substantially exists.
  - The name, telephone number, and email of the person who will have primary contact with WAHBE in carrying out the responsibilities of the Contract.
  - The name(s), titles, and contact information of all persons authorized to speak on behalf of Vendor on matters related to this RFQQ.

- The name and address of the entity that receives legal notices for Vendor or lead firm.
- 4.2.1.2.** Provide a statement affirming that by submitting a response to this solicitation, Vendor and its key Subcontractors (if applicable) 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.
- 4.2.1.3.** Vendor's Washington Uniform Business Identification (UBI) number. Vendor must be licensed to do business in the State of Washington before any resulting Contract is executed. Provide Vendor organization's UBI number issued by the Washington State Department of Licensing or an affirmation that the Vendor will obtain a business license before executing a Contract.
- 4.2.1.4.** State Vendor's Federal Employer Tax Identification Number.
- 4.2.1.5.** If the Vendor or any Subcontractor contracted with the State of Washington during the past twenty-four (24) months, indicate the name of the agency, the Contract number and project description and/or other information available to identify the Contract.
- 4.2.1.6.** Conflict of Interest information:
- If any of Vendor's or Subcontractor's employees or officers were employed by WAHBE or the State of Washington during the last two (2) years, state their positions within the organization, their proposed duties under any resulting Contract, their duties and position during their employment with WAHBE or the state, and the date of their termination from WAHBE/state employment.
  - If any owner, key officer, or key employee of Vendor is related by blood or marriage to any employee of WAHBE 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.
  - Vendor must disclose if they have a business relationship with any current major WAHBE Contractor.
  - If Vendor is aware of any other real or potential conflict of interest, Vendor must fully disclose the nature and circumstances of such potential conflict of interest. If, after review of the information provided and the situation, WAHBE determines that a potential conflict of interest exists, it may, at its sole option, disqualify Vendor from participating in this RFQQ. Failure to fully disclose any real or potential conflict of interest may result in the disqualification of Vendor or the Termination for default of any Contract with Vendor resulting from this RFQQ.
- 4.2.1.7.** Vendors must indicate whether they have had a Contract terminated for default in the last five (5) years. Termination for Default is defined as a notice to stop work due to Vendor's nonperformance or poor performance, where the issue of performance was either not litigated due to inaction on the part of Vendor or litigated and determined that Vendor was in default.
- If Vendor has had a Contract terminated for default in the last five (5) years, Vendor must submit full details including the other party's name, address, and telephone number. Vendor must specifically grant WAHBE permission to contact all involved parties and access all information WAHBE determines is necessary to satisfy its investigation of the termination. WAHBE will evaluate the circumstances of the termination and may at its sole discretion, bar the participation of Vendor in this RFQQ.

- 4.2.1.8. 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.
- 4.2.1.9. Any exceptions to the Sample Contract or alternate language Vendor wishes to propose (see section 3.16). If alternate Contract language is longer than one (1) page, attach it to your Letter of Submittal as a separate document. If none is proposed, it will be assumed that the Contract will be accepted without change.
- 4.2.1.10. A list of all RFQQ addenda received by addendum issue date. If no RFQQ addenda were received, write a statement to that effect. WAHBE’s responses to Vendor questions are considered an amendment to the RFQQ.
- 4.2.1.11. A detailed list of all materials and enclosures being sent in the response.

#### **4.2.2. Certifications and Assurances (Mandatory, Pass/Fail)**

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

#### **4.2.3. References (Mandatory; Pass/Fail)**

Include three (3) business references for Vendor. List names, addresses, telephone numbers, and emails of three (3) business references for which Vendor has provided professional staff services similar to those required by WAHBE. Describe the type of services provided including a table corresponding to section 1.5 Vendor Information and Eligibility where you will document whether the project allowed you to demonstrate key skills/experience WAHBE is looking for, project duration, and primary contact person.

By submission of the references, Vendor grants permission to WAHBE to contact the references and others who may have pertinent information. Do not include current WAHBE staff as references. WAHBE may evaluate additional references at WAHBE’s discretion.

Vendor references will be contacted and scored for the top-ranking response(s) only.

#### **4.2.4. Written Summary of Qualifications and Experience of Vendor (Mandatory, Scored)**

In fifty (50) pages or less, describe Vendor’s qualifications and experience as follows in Section 4.2.4.1. – 4.2.4.4.:

- 4.2.4.1. Vendor qualifications – Describe how the Vendor meets each of the skills and experience outlined in section 1.5.1. Describe at least two (2), but no more than five (5) previous projects of similar size and scope Vendor has conducted in the past five (5) years. Only include projects involving at least one (1) member of the proposed project team.
- 4.2.4.2. Vendor’s proposed project team qualifications – Describe how each proposed project team member meets the skills and experience outlined in section 1.5.1. Provide resumes for all members of Vendor’s proposed project team, including the project manager. Identify any proposed staff who have participated in the projects identified in Section 4.2.4.1 and their role(s) in such project(s).
- 4.2.4.3. Proposed project approach – Describe how Vendor proposes to carry out the work defined in Sections 2.1 – 2.4. Vendor should include the activities and deliverables currently listed by WAHBE, but may augment or modify them per Vendor’s experience. Vendor’s response must include, at minimum:

- A description of Vendor’s methodology
- The activities Vendor will carry out to develop deliverables
- The inputs (data, best practices, etc.) Vendor will be bringing to complete specific activities
- Key deliverables, including deliverable descriptions and samples from previous comparable projects
- Any inputs Vendor expects from WAHBE
- Any project risks to consider
- Quality control measures to monitor performance and deliverable dates

**4.2.4.4.** Proposed project plan – Provide a proposed project plan including the key tasks, deliverables and activities outlined in Section 4.2.4.3. Identify the project team member(s) assigned to each phase of the project.

**4.2.5. Cost Proposal (Mandatory; Scored)**

Vendor’s cost proposal shall include all direct and indirect costs associated with completing the required services including, but no limited to: administrative; facilities; travel; labor; licenses; reporting; and taxes. No additional charges for other expenses will be authorized.

**4.2.5.1.** Using the format below, provide a cost proposal that includes the following information:

- A total fixed fee to complete the project
- A fixed fee for each phase of the project (these fees must equal the total fixed fee to complete the project)
- The number of hours proposed to complete each phase
- The estimated number of hours each proposed project team member will contribute to each phase

Project Phase	Fixed Fee	Hours to Complete	Project Team Member (Name)	Project Team Member (Name)	Project Team Member (Name)
2.1. Initiation					
2.2. External Assessment					
2.3. Internal Analysis					
2.4. RFP Drafting					
<b>Project Totals</b>					

\* add columns as needed for additional project team members

**4.2.5.2.** Provide a list of hourly rates applicable for any additional activities, within the scope of this project, that may be requested **(Mandatory; Non-Scored)**.

### 4.3. Delivery of Responses

Email Response(s) to:

Erin Hamilton, CPPB  
RFQQ Coordinator  
WAHBE Contracts Office  
RE: RFQQ HBE 18-003  
Email: [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org)

The response must arrive to the WAHBE RFQQ Coordinator, no later than 3:00 p.m., PT, on the response due date stated in Section 1.9. **Late responses will not be accepted and will automatically be disqualified from further consideration.**

WAHBE 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 RFQQ. Transmission of the response to any other email is not equivalent to receipt by WAHBE.

## 5. SCREENING, EVALUATION, AND AWARD

### 5.1. Administrative Screening

Administrative screening occurs with initial submission of the RFQQ response documents. The RFQQ Coordinator will review responses (including attachments) on a pass/fail basis for compliance with RFQQ administrative requirements. Non-responsive RFQQ responses will be eliminated from further evaluation. Evaluation teams will only evaluate responses meeting all administrative requirements.

In those cases where it is unclear to the extent a requirement has been addressed, the RFQQ Coordinator may contact a Vendor to clarify specific points in the submitted response. However, accept as permitted in a BAFO, under no circumstances will the responding Vendor be allowed to make changes to its proposal after the deadline stated for receipt of responses.

### 5.2. Evaluation Process

#### 5.2.1. Review of Mandatory Requirements

Evaluators will score all RFQQ responses that pass the review of mandatory requirements. The evaluators will consider how well each RFQQ response communicates Vendor's experience, capacity, and ability to meet the needs of WAHBE and requirements of this RFQQ. It is important that the RFQQ response be clear and complete. RFQQ responses that do not meet a mandatory requirement will be rejected as non-responsive.

In those cases where it is unclear to the extent a requirement has been addressed, the evaluation team(s) may, at their discretion and acting through the RFQQ Coordinator, contact a Vendor to clarify specific points in the submitted response. However, accept as permitted in a BAFO, under no circumstances will the responding Vendor be allowed to make changes to its proposal after the deadline stated for receipt of responses.

WAHBE reserves the right to determine at its sole discretion whether Vendor's response to mandatory requirements is sufficient to pass. If, however, all responding Vendors fail to meet any single mandatory item, WAHBE reserves the following options: (1) cancel the RFQQ, or (2) revise the mandatory item unless WAHBE determines that it is in its best interest to eliminate that mandatory requirement for all Vendors.



### 5.2.2. Proposal Scoring

Evaluators will assign points based upon Vendor's response to scored elements of Section 4.2.4. Evaluators will score each element up to the maximum number of points listed below. Evaluator scores are averaged to determine each Vendor's final score.

Cost will be scored based on Vendor's response to Section 4.2.5.1, with the lowest overall cost presented receiving the highest cost score. Vendor submitting the lowest total cost will receive a score of 20 points.

Other Vendors will receive a score based on the following formula:  
Vendor Score = (Lowest Vendor Price ÷ Vendor Price) X [20 points]

SCORED ELEMENT	MAXIMUM POSSIBLE POINTS
Vendor Qualifications (Section 4.2.4.1)	10
Project Team Qualifications (Section 4.2.4.2)	25
Project Approach (Section 4.2.4.3)	35
Project Plan (Section 4.2.4.4)	10
Cost Proposal (Section 4.2.5.1)	20
<b>Final Score</b>	<b>100 Points</b>

At the discretion of WAHBE, top-scoring finalists from the written evaluation phase may be moved forward to provide in-person oral presentations and/or a BAFO.

### 5.2.3. Oral Presentations

Oral presentations may be used in determining the winning response(s). After responses are received and written evaluations are completed, WAHBE may (but shall not be required to) contact the top-scoring Vendors from the written evaluation phase to schedule a date, time, and location. Commitments made by the Vendor during oral presentations, if any, are considered binding.

Evaluators will independently score oral presentations. The scores from the written responses will not carry forward.

### 5.2.4. Best and Final Offer

After responses are received and written evaluations are completed, WAHBE may (but shall not be required to) request best and final offers from one or more Vendors.

WAHBE shall not be required to request best and final offers or to enter into negotiations and reserves the right to make a Contract award without further discussion of the response. Therefore, Vendor's response should be submitted on the most favorable terms that Vendor intends to offer.

## 5.3. Award Selection

The ASV will be the responsive and responsible Vendor that:

- 1) meets all the requirements of this RFQQ; and
- 2) is the top scoring or one of the top scoring finalists as described in Section 5.2.2.; and
- 3) receives the highest score from oral presentations and, if requested, a BAFO as described in Section 5.2.4.

### **5.3.1. Notice of Award**

WAHBE will notify all Vendors that submit a response of the selection of the ASV.

### **5.4. Optional Vendor Debriefing**

Only Vendors that 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 1.9. The request shall be in writing (email acceptable) addressed to the RFQQ Coordinator.

The optional debriefing will not include any comparison between Vendor's response and any other responses submitted. However, WAHBE 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.

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

### **5.5. Protest Procedures**

#### **5.5.1. Procedure**

This protest procedure is available to Vendors that submitted a response to this solicitation and have received a debriefing conference.

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

#### **5.5.2. Grounds for protest**

Only protests based on the criteria listed below will be considered:

- Arithmetic errors were made in computing the score;
- WAHBE 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.

#### **5.5.3. Format and Content**

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

- Information about the protesting Vendor – name of firm, mailing address, telephone number and name of individual responsible for submission of the protest;
- Information about the RFQQ – WAHBE reference number (HBE 18-003), RFQQ Coordinator;
- Specific and complete explanation of the grounds for protest (See 5.5.2);
- Specific reference to the grounds for the protest; and
- Description of the relief or corrective action requested.

#### **5.5.4. WAHBE Review Process**

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

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

WAHBE will render a written decision to the Vendor within five (5) business days after receipt of Vendor protest, unless more time is needed in WAHBE's judgement. The protesting Vendor shall be notified if additional time is necessary.

#### **5.5.5. WAHBE Determination**

The final determination shall result in one of the following:

- Find the protest lacking in merit and uphold WAHBE's action; or
- Find only technical or harmless errors in WAHBE's RFQQ process, determine WAHBE to be in substantial compliance, and reject the protest; or
- Find merit in the protest and provide WAHBE with options that may include:
  - Correct errors and reevaluate all responses; or
  - Reissue the solicitation document; or
  - Make other findings and determine other courses of action as appropriate
- Not require WAHBE to award the Contract to the protesting party or any other Vendor, regardless of the outcome.

The resulting decision is final; no further administrative appeal is available.

## **6. EXHIBITS**

EXHIBIT A – CERTIFICATIONS AND ASSURANCES

EXHIBIT B – SAMPLE CONTRACT

EXHIBIT C – WAHBE STRATEGIC PLAN

EXHIBIT D – CURRENT SYSTEMS INTEGRATOR O&M SERVICES

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**

**For RFQQ HBE 18-003– System Integrator Re-Procurement Planning Services**

**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 RFQQ 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 response or bid.

The attached response is a firm offer for a period of one hundred twenty (120) days following the response due date specified in the RFQQ, and it may be accepted by WAHBE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the one hundred twenty (120) day period. In the case of protest, our response will remain valid for one hundred eighty (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 WAHBE or the State of Washington whose duties relate (or did relate) to WAHBE's RFQQ, 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 WAHBE will not reimburse us for any costs incurred in the preparation of this response. All responses become the property of WAHBE, 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 RFQQ document.

We understand that any Contract awarded as a result of this response will incorporate all the RFQQ 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 B, 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 B of this RFQQ.

We **(Check one)**  **are** /  **are not** submitting proposed alternate Contract language or exceptions (see Section 4.2.1.9).

\_\_\_\_\_  
Authorized Vendor Representative Signature

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## EXHIBIT B

**SAMPLE CONTRACT  
FOR SYSTEM INTEGRATOR RE-PROCUREMENT PLANNING SERVICES  
BETWEEN  
WASHINGTON HEALTH BENEFIT EXCHANGE  
AND  
[CONTRACTOR NAME]**

This Contract for System Integrator Re-Procurement Planning Services (the "Contract") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date") by and between the Washington Health Benefit Exchange ("WAHBE") and \_\_\_\_\_, ("Contractor").

### **SPECIAL TERMS AND CONDITIONS**

#### **1. SCOPE OF WORK**

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing the Work to be performed under this Contract, the nature of the working relationship between WAHBE and Contractor, and specific obligations of both parties.
- B. Contractor shall provide services, staff, and deliverables as described in Exhibit C, Statement of Work (the "Deliverables"), 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. Additional Statements of Work within the scope of this Contract may be added to and incorporated in the Contract by mutual written amendment. More than one Statement of Work may be active in any given period.
- D. Under no circumstances will Contractor perform any Work until this Contract has been fully executed by both parties. Any Work performed without a properly executed Contract and Statement of Work will be at the Contractor's risk. WAHBE is under no obligation to pay for Work performed without properly executed authorization.

#### **2. PERIOD OF PERFORMANCE**

The initial period of performance under this Contract will be from April 16, 2018 or from the date of execution by both parties, whichever is later, through June 30, 2019, unless sooner terminated as provided herein. WAHBE may extend this Contract through December 31, 2020, in whatever time increments WAHBE deems appropriate.

#### **3. PRICING AND ADJUSTMENT**

Prices for Work shall not be subject to increase throughout the Contract period unless agreed to in writing by WAHBE. Should WAHBE decide to extend the Contract as permitted above, rates may be negotiated for adjustments in pricing for any subsequent terms; however, rate increases may not exceed five percent for the extension.

#### 4. **COMPENSATION**

- A. **Maximum Compensation.** The maximum compensation, which includes any allowable expenses, payable to Contractor for Acceptance (as described below) of the Deliverables under this Contract shall not exceed \$\_\_\_\_\_ (the "Maximum Compensation").
- B. **No Additional Compensation.** Contractor and WAHBE agree that timely completion by Contractor of all Work and delivery of any Deliverables and other work products shall be critical, that time shall be of the essence for Contractor's performance of its Work, and that no additional compensation shall be paid unless Work is expanded under the Statement of Work (Exhibit C) by an amendment executed by authorized representatives of Contractor and WAHBE or in a subsequent Statement of Work.
- C. **Compensation.** Contractor's compensation shall be based on:
- (1) Amounts for Deliverables identified in Exhibit C, Statement of Work. These amounts may not be exceeded without prior written approval from the WAHBE Contract Manager; and
  - (2) Rates that are agreed to by WAHBE in a Statement of Work for any additional services which are performed under authority of this Contract and which are described in such Statement of Work.
- D. **Expenses.**
- (1) Except as otherwise indicated in this Section, 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 WAHBE as reimbursable and stated in the Statement of Work.
  - (2) 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 WAHBE travel reimbursement rates. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

#### 5. **INVOICES AND BILLING PROCEDURES**

- A. **Initial Set Up.** Contractor shall complete and submit an [IRS form W-9, Request for Taxpayer Identification Number and Certification](#). Additionally, Contractors electing to receive electronic payments must complete and submit an [ACH Enrollment Form](#). Forms shall be submitted to WAHBE at [finance@wahbexchange.org](mailto:finance@wahbexchange.org) within 5 business days of Contract execution by both parties.
- B. **Invoice Requirements.**
- (1) Contractor shall only submit invoices for the services or deliverables authorized in this Contract. Invoices must fully describe and document, to WAHBE's satisfaction, all Work performed, project progress, and fees incurred.
  - (2) Invoices must include Contract reference number **HBE-XXX**. This Contract number must appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. 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 to receive reimbursement. WAHBE will return incorrect or incomplete invoices to Contractor for correction and reissue.

(3) Contractor shall submit invoices to WAHBE not more often than monthly. If invoices are submitted less frequently than monthly, Contractor shall provide a monthly estimate of fees incurred. Invoices and estimates, as applicable, shall be submitted to WAHBE at [finance@WAHBExchange.org](mailto:finance@WAHBExchange.org).

C. **Invoice Review and Acceptance.** All invoices shall be reviewed and must be approved by the WAHBE Contract Manager identified in Section, or his/her designee, prior to payment. In addition, the WAHBE Finance Team shall review all invoices prior to payment to ensure the Maximum Compensation is not exceeded.

D. **Payment.**

(1) WAHBE shall make payment to Contractor within 30 calendar days of receipt and Acceptance of specified Deliverables and authorized services, and accompanying properly executed invoices, subject to WAHBE's exercise of its remedies.

(2) Upon expiration or earlier termination of the Contract, any claims for payment for amounts that are due and payable under this Contract and that are incurred prior to the expiration or termination date must be submitted by Contractor to WAHBE within 60 calendar days of Contract expiration or termination. Belated claims shall be paid at the discretion of WAHBE and are contingent upon available funds.

(3) WAHBE may, in its sole discretion, suspend this Contract or withhold payments claimed by Contractor for services rendered and Deliverables provided if Contractor fails to satisfactorily comply with any term or condition of this Contract.

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

**6. CONTRACT MANAGEMENT**

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

<b>Contract Manager for Contractor:</b>	<b>Contract Manager for WAHBE:</b>
Name & Title	Vincent Barrailler, CIO
Address	810 Jefferson Street SE
City, State Zip	Olympia, WA 98501
Phone:	Phone: (360) 688-1578
Email:	Email: Vincent.barrailler@wahbexchange.org

B. WAHBE can change its Contract Manager in its sole discretion. Contractor may change its Contract Manager only as permitted in the Contract.

C. Contractor shall assign to the Project a Contract Manager of a management level sufficient to assure timely responses from all Contractor personnel and whose resume and qualifications will be reviewed and approved by WAHBE prior to his or her appointment as Contract Manager. The approval process may include, at WAHBE's discretion, an interview with the proposed original or any replacement Contract Manager. The Contractor Contract Manager shall be responsible for acting as a liaison with the WAHBE Contract Manager.

D. Contractor represents and warrants that the Contractor Contract Manager shall be fully qualified to perform the tasks required of that position under this Contract. The Contractor Contract

Manager shall be able to make binding decisions pursuant to this Contract and approve Statements of Work for Contractor.

- E. The Contractor Contract Manager shall not be changed from the person proposed in the Proposal. If the Contractor Contract Manager is replaced, Contractor will promptly (but in no event more than ten calendar days) provide notice to WAHBE, submit a resume, and obtain approval of the replacement Contractor Contract Manager from WAHBE, prior to his or her beginning work on the Project. Contractor shall temporarily fill the Contractor Contract Manager within seven calendar days of it being vacated and shall fill the position with a permanent fulltime replacement within 45 calendar days of the Contractor Contract Manager's removal.

**7. NOTICES**

- A. 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, by a recognized courier service, or deposited with the United States Postal Service as certified mail, postage prepaid, return receipt requested to the parties provided in Section 6 **and** the following parties:

<b>Notice Contact(s) for Contractor:</b>	<b>Notice Contact(s) for WAHBE:</b>
Name & Title	Director of Legal Services
Address	810 Jefferson Street SE
City, State Zip	Olympia, WA 98501
Phone:	Phone: (360) 688-7700
Name & Title	Contracts Office
Address	810 Jefferson Street SE
City, State Zip	Olympia, WA 98501
Phone:	Phone: (360) 688-7700

- B. The notice address provided herein may be changed by notice given as provided above.

**8. ASSURANCES**

WAHBE and 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.

**9. 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
- Terms and conditions as contained in this Contract
- Exhibit A – General Terms and Conditions
- Exhibit B – Federal Certifications and Assurances
- Exhibit C – Statement(s) of Work
- Exhibit D – Data Security Requirements
- RFQQ HBE 18-003, released February 14, 2018
- Any other provision, term or material incorporated herein by reference or otherwise incorporated
- Contractor's Proposal in Response to RFQQ HBE 18-003, dated [date]



**10. ENTIRE CONTRACT**

This Contract, including referenced Exhibits and other items in Section 9, 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.

**11. 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.

**12. APPROVAL**

This Contract shall be subject to the written approval of WAHBE'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 is executed by the persons signing below who warrant that they have the authority to execute.

**<CONTRACTOR>**

**WASHINGTON HEALTH BENEFIT EXCHANGE**

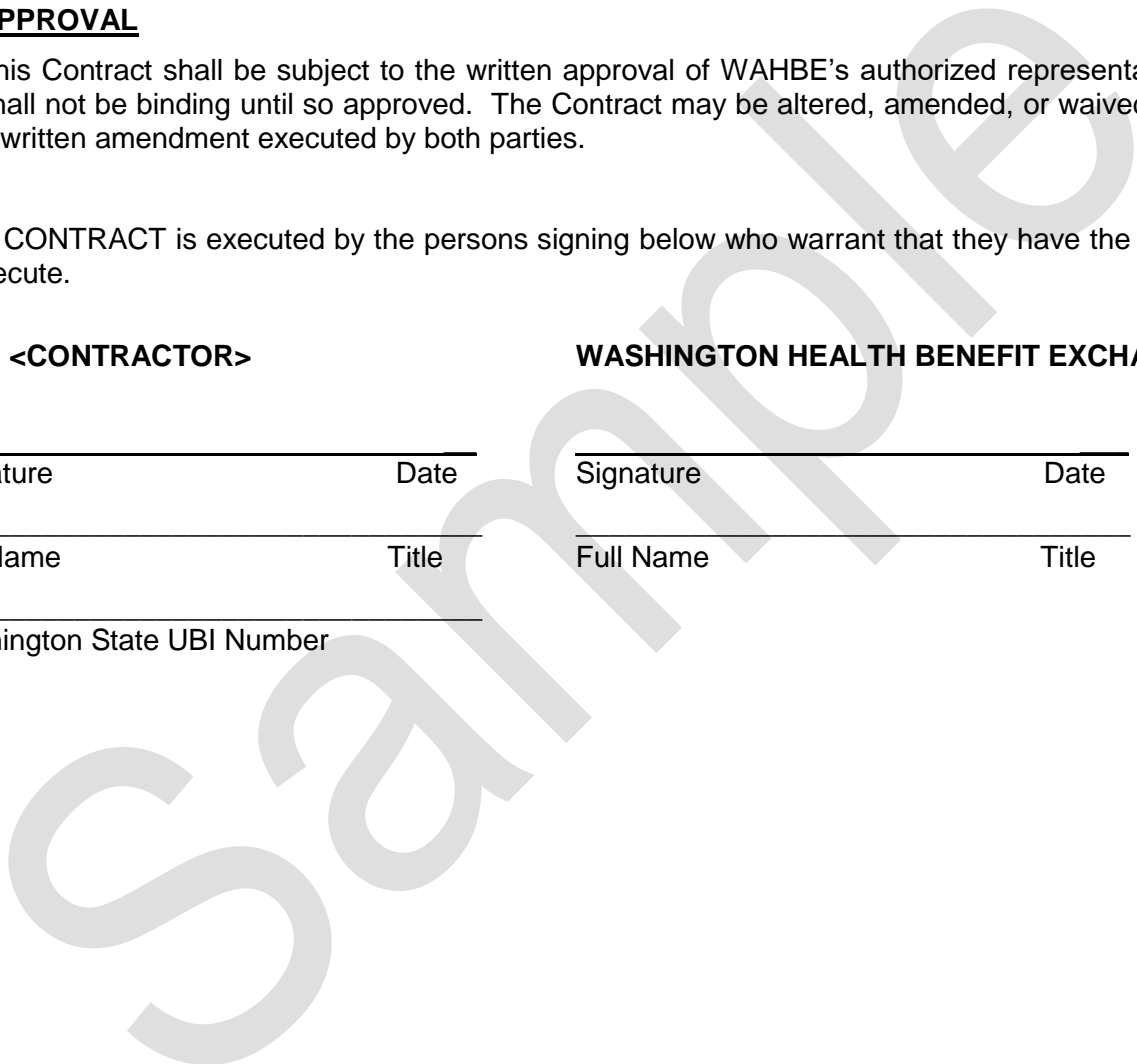
\_\_\_\_\_  
Signature Date

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Signature Date

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Full Name Title

\_\_\_\_\_  
Full Name Title

\_\_\_\_\_  
Washington State UBI Number



## 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" means the Chief Executive Officer (CEO) of WAHBE, and/or the delegate authorized in writing to act on the CEO's behalf.
- B. "Claim" 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.
- C. "Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information, Personally Identifiable Information (PII), and information subject to Exhibit D.
- D. "Contractor" means that firm, provider, organization, individual or other entity performing service(s) under this Contract; and shall include all employees of the Contractor.
- E. "Contractor Technology" means intellectual property owned by Contractor prior to the Effective Date or developed and owned by Contractor outside the scope of this Contract (including modifications, enhancements or improvements thereto), including Contractor's proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, techniques, data models, templates, general purpose consulting and software tools, utilities, and routines.
- F. "Corrective Action Plan" means the detailed written plan required by WAHBE to correct or resolve a Defect or breach by Contractor.
- G. "Date Warranty" shall have the meaning ascribed to it in Section 42.D below.
- H. "Defect" means a failure to conform to requirements and specifications established by WAHBE.
- I. "Force majeure" means an occurrence that causes a delay that is beyond the reasonable control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of war, riots, strikes, fire, floods, windstorms, epidemics, or other similar occurrences.
- J. "Materials" means all items in any format and includes, but is not limited to, Deliverables (as defined in the Special Terms and Conditions), data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.
- K. "Personally Identifiable Information" or "PII" means any information which can be used to distinguish or trace an individual's identity whether alone or in combination with other personal or identifying information linked or linkable to a specific individual.
- L. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.

- M. "Subcontractor" means one who is not in the employment of the Contractor and 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.
- N. "WAHBE" means the Washington Health Benefit Exchange, any division, section, office, unit or other entity of WAHBE, or any of the officers or other officials lawfully representing WAHBE.

## **2. ACCEPTANCE PROCESS**

- A. Contractor shall deliver the Deliverables, which meet the requirements and specifications established by WAHBE pursuant to this Contract on or before the applicable delivery dates in the Project plan. Times to review and correct Deliverables shall be in the Project plan.
- B. WAHBE shall have the right to review the Deliverables following Contractor's delivery of each to WAHBE to determine whether the Deliverables have Defects or fail to meet WAHBE's satisfaction, and to either: reject a Deliverable if it has Defects or fails to meet WAHBE's satisfaction; or to accept each Deliverable if it has no such Defects and meets WAHBE's satisfaction. If WAHBE rejects the Deliverable, Contractor shall, promptly correct all such Defects and, thereafter, WAHBE shall again review the Deliverables.
- C. If Contractor is not able to correct all Defects in the Deliverables and have them meet WAHBE's satisfaction within 30 calendar days following their receipt by WAHBE, WAHBE shall have the right to: (a) continue reviewing the Deliverable and require Contractor to continue until Defects are corrected or eliminated; (b) request Contractor to provide, at its expense, a replacement Deliverable for further review; (c) set-off from the amounts for such Deliverable to the extent WAHBE determines the Defects for the Deliverable have not been corrected and provide Acceptance for the applicable Deliverable; or (d) after completion of the process set forth in this Section and providing notice of default to Contractor, terminate this Contract. In the event of any such termination, Contractor shall return all payments previously made to Contractor under this Contract for such Deliverable.

## **3. 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 WAHBE.

## **4. 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.

## **5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990**

Contractor must comply with 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; and prohibits discrimination on the basis of disability.

## **6. ASSIGNMENT**

Contractor may not assign or transfer this Contract or any of its rights or claims hereunder, or delegate any of its duties hereunder, without the prior written consent of WAHBE, provided that any permitted assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to WAHBE that may arise from any breach of the provisions of this Contract or warranties made herein including but not limited to, rights of setoff.

WAHBE may assign this Contract in whole or in part without the consent of Contractor. Any attempted assignment, transfer or delegation in contravention of this Section of the Contract shall be null and void. This Contract shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

## **7. 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.

## **8. BACKGROUND CHECKS**

A. Due to the confidential nature of the information and materials accessible to Contractor, Contractor shall conduct State and Federal criminal background checks for all Staff to be used to provide services under this Contract. Background checks must, at a minimum, include the following searches/records:

- (1) Social Security Number Trace (Name and Address History);
- (2) Social Security Number Validation;
- (3) Multi-State (National) Criminal History Search;
- (4) National Sex Offender Search;
- (5) County Criminal Record Search;
- (6) Federal District Court Criminal Search; and
- (7) Watch list search – OFAC, OIG, SAM, and America's most wanted fugitive list

B. Contractor shall provide background results to both the WAHBE Contract Manager identified in Section 6 of the Special Terms and Conditions of the Contract and the WAHBE Contracts Office at [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org) for review and approval of proposed Staff at least five (5) business days prior to Contract execution and at least five business days prior to the start of any new or replacement Staff. Contractor Staff shall not access the WAHBE property prior to receiving approval from the WAHBE Contract Manager.

C. WAHBE reserves the right to conduct additional reference checks and/or background checks on Contractor staff and Subcontractors to be used to perform the Work.

D. Felony convictions involving fraud, dishonesty or breach of trust, manufacturing or selling illegal drugs, violence against persons, electronic data tampering, data theft or unauthorized access are grounds for rejection of Contractor Staff and/or Sub-contractors. WAHBE reserves the right in its sole discretion to reject any proposed staff as a result of information produced by such reference checks or additional sources of information.

E. Background checks must be updated and provided to WAHBE before any Contract extensions will be considered.

F. Contractor agrees to cooperate fully with WAHBE in completion of this requirement. Results of the investigation and/or failure of Contractor to cooperate fully may be grounds for termination of this Contract. checks.

## **9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. Contractor and its Subcontractors shall not use or disclose any WAHBE Confidential Information, including but not limited to Personal Information and PII, for any purpose not directly connected with its performance under or the administration of this Contract, except with prior written consent of WAHBE, or as may be required by law.

B. Personal Information and PII collected, used, or acquired relating to this Contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, Subcontractors or agents use Personal 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 Information or PII without the express written consent of WAHBE or as otherwise required by law.

#### **10. CONFLICT OF INTEREST**

- A. Notwithstanding any determination by the Executive Ethics Board or other government tribunal, WAHBE 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 and Contractor fails to cure such violation within ten calendar days of receipt of notice from WAHBE.
- B. In the event this Contract is terminated as provided above, WAHBE 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 WAHBE 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.

#### **11. CORRECTIVE ACTION PLANS**

- A. WAHBE may require Contractor to submit a Corrective Action Plan to correct or resolve a specific event or events causing the finding of a Defect or breach or prior to assessment of a liquidated damage.
- B. Corrective Action Plan(s) required by WAHBE under this Section must provide the following:
  - (1) Contractor's detailed explanation of the cause or reasons for the cited Defect or breach;
  - (2) Contractor's assessment or diagnosis of the cause of the cited Defect or breach; and
  - (3) Contractor's specific proposal to cure or resolve the Defect or breach.
- C. Corrective Action Plan(s) must be submitted within ten (10) business days following the request; and are subject to WAHBE's written approval.
- D. Notwithstanding Contractor's submission and WAHBE's acceptance of Corrective Action Plan(s), Contractor remains responsible for compliance with all obligations under this Contract. Further, WAHBE's acceptance of a Corrective Action Plan under this Section shall not:
  - (1) Excuse Contractor's prior performance;
  - (2) Relieve Contractor of its duty to comply with performance standards; or
  - (3) Prohibit WAHBE from assessing additional remedies or pursuing other appropriate remedies for continued substandard performance.

#### **12. COVENANT AGAINST CONTINGENT FEES**

- A. 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.
- B. WAHBE 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.

### **13. DAMAGES DISCLAIMERS AND LIMITATIONS**

- A. WAHBE shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this contract for consequential, incidental, indirect, or special damages.
- B. In no event shall WAHBE's aggregate liability to contractor under this contract, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this contract, exceed the maximum compensation.
- C. Except as provided in section 13.D., contractor shall not be liable, regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this contract for consequential, incidental, indirect, or special damages.
- D. The disclaimers of certain damages and the damages limitations in sections 13.B. and 13.C. shall not apply to damages, expenses, losses, fees, liabilities, costs or other amounts arising from contractor's indemnification obligations.

### **14. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

WAHBE complies with [48 CFR 9.4](#) – Debarment, Suspension, and Ineligibility. Contractor shall ensure any Subcontractors providing services are not listed on General Services Administration (GSA) System for Award Management Exclusions list at any point during the term of this Contract. Contractor must notify WAHBE immediately if Contractor or any Subcontractors become debarred.

### **15. DISALLOWED COSTS**

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

### **16. DISPUTES**

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

- F. 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.

#### **17. DUPLICATE PAYMENT**

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

#### **18. FORCE MAJEURE**

- A. Neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.
- B. **Notification:** If either party is delayed by force majeure, said party shall provide written notification within 48 hours. The notification shall provide evidence of the force majeure to the reasonable satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment for a period equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

#### **19. GIFTS AND GRATUITIES**

Contractor shall not directly or indirectly offer, give or accept significant gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with WAHBE business or Contract activities. A significant gift is defined as any tangible item, any service, any favor, any monies, credits, or discounts not available to others, of a value of \$50.00 or more, as a single gift or in annual aggregate.

#### **20. GOVERNING LAW**

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

#### **21. INDEMNIFICATION**

- A. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless WAHBE, including agents and employees of WAHBE, from any: (i) Claim including without limitation for property damage, bodily injury or death, to the extent caused by or arising from the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors; (ii) a breach or alleged breach of its obligations caused by or arising from the acts or omissions of Contractor, its officers, employees, agents, or Subcontractors; (iii) fines, penalties, sanctions, or disallowances that are imposed on the State or Contractor and that arise from or are caused by any noncompliance by Contractor with the State or federal laws, regulations, codes, policies, guidelines; and (iv) Claim that the Materials infringe upon or misappropriate the intellectual property rights of any third party.
- B. Contractor's obligations to indemnify, defend, and hold harmless includes any Claim by Contractors' agents, employees, representatives, or any Subcontractor or its employees.
- C. Contractor expressly agrees to indemnify, defend, and hold harmless WAHBE for any Claim arising out of or incident to Contractor's or any Subcontractor's performance or failure to perform its obligations under the Contract. Contractor's obligation to indemnify, defend, and hold harmless WAHBE shall be reduced to the extent of any actual concurrent negligence of WAHBE or its agents, agencies, employees and officials.



- D. Contractor waives its immunity under [Title 51 RCW](#) to the extent it is required to indemnify, defend and hold harmless WAHBE and its officials, agents or employees.

## 22. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of WAHBE. Contractor will not hold itself out as or claim to be an officer or employee of WAHBE or of the State of Washington by reason hereof, nor will 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 Contractor.

## 23. INDUSTRIAL INSURANCE COVERAGE

Contractor shall comply with the provisions of [Title 51 RCW](#), Industrial Insurance. If 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, WAHBE may collect from Contractor the full amount payable to the Industrial Insurance accident fund. WAHBE may deduct the amount owed by Contractor to the accident fund from the amount payable to Contractor by WAHBE 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 Contractor.

## 24. INSURANCE

- A. Upon execution of the Contract, and during the remaining term of this Contract, Contractor shall maintain in full force and effect, insurance coverage as described below:
  - B. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of Washington and having an [A.M. Best Financial Strength Rating](#) of A-, Class VII or better. 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.
  - C. Contractor shall submit certificates of insurance for all insurance requirements listed in Section D to [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org) within ten (10) business days of Contract execution. Copies of renewal certificates for all required insurance must be submitted at the time of the renewal. Certificates of insurance must expressly indicate compliance with each insurance requirement specified in this section. Premiums on all insurance policies shall be paid by Contractor or its Subcontractors.
  - D. 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.
  - E. The minimum acceptable limits shall be as indicated below for each of the following categories:
    - (1) 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/\$1 million general aggregate; and
    - (2) Umbrella policy providing excess limits over the primary policies in an amount not less than \$1 million per occurrence/\$1 million aggregate; and



- (3) Employers Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease with a limit of not less than \$500,000; and
- (4) Business Auto Policy (BAP), with coverage against claims resulting from bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this Contract by the Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability with a combined single limit not less than \$1 million per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against WAHBE for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- (5) Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000.00, and coverage of not less than \$3 million; and
- (6) Cyber Security Liability, with coverage against claims resulting from Security Events, Network Security and Privacy, and Employee Privacy; with a deductible not to exceed \$25,000.00 and coverage of not less than \$500,000 per occurrence.

- F. WAHBE shall be named as an additional insured on all General Liability, Business Auto, and Umbrella policies.
- G. Contractor's insurance policies shall not be canceled or non-renewed 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.
- H. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WAHBE and shall include a severability of interests (cross-liability) provision.
- I. Contractor agrees to waive all rights of subrogation against WAHBE for losses arising from services performed by Contractor under this Contract.

## **25. INTELLECTUAL PROPERTY RIGHTS PROVISIONS**

- A. In accordance with [U.S. Copyright Act 17 U.S. Code § 101](#), unless otherwise provided, all Materials produced under this Contract, including without limitation Deliverables, shall be considered "works for hire" and shall be owned by WAHBE. WAHBE shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright Act, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to WAHBE effective from the moment of creation of such materials. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
- B. Contractor shall, at the expense of WAHBE, assist WAHBE or its nominees to obtain copyrights, trademarks, or patents for all such materials in the United States and any other countries. Contractor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents in and to such Materials. Contractor agrees to and hereby, to the extent permissible, waives all legal and equitable rights relating to

the Materials, including without limitation all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

- C. Contractor shall retain all patent, copyright and other intellectual property rights in the Contractor Technology.
- D. For Materials that are delivered under the Contract, but that incorporate Contractor Technology not produced under the Contract or that are owned by third parties, Contractor hereby grants to WAHBE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to use, demonstrate, translate, reproduce, distribute, prepare derivative works based upon, publicly perform, and publicly display.
- E. Contractor shall exert all reasonable efforts to advise WAHBE, 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.
- F. Contractor hereby represents as of the Effective Date and warrants to WAHBE thereafter that Contractor is and shall be the owner of the Contractor Technology and Materials provided hereunder or otherwise has the right to grant to WAHBE the licensed rights to the Contractor Technology and Materials provided by Contractor through this Contract without violating any rights of any third party worldwide. Contractor represents and warrants that: (i) Contractor is not aware of any claim, investigation, litigation, action, suit or administrative or judicial proceeding pending or threatened based on claims that the Contractor Technology or Materials infringe or misappropriate any patents, copyrights, or trade secrets of any third party or WAHBE, and (ii) the Contractor Technology and Materials do not and shall not infringe upon or misappropriate any patents, copyrights, trade secrets or any other intellectual property rights of any third party. Contractor shall promptly give WAHBE prompt notice of each notice or claim of infringement or misappropriation of other intellectual property right worldwide received by Contractor with respect to the Contractor Technology or Materials delivered under this Contract.
- G. WAHBE shall have the right to modify or remove any restrictive markings placed upon the Deliverables or other Materials by Contractor.

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

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

## **27. 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 WAHBE.

## **28. LIQUIDATED DAMAGES**

- A. The parties agree that any delay or failure by Contractor to timely perform its obligations by the dates in the Project plan and in accordance with the Contract will interfere with the proper and timely production of the RFQQ, to the loss and damage of WAHBE. Further, WAHBE will incur major costs resulting from such delay. The parties understand and agree that the following Sections describe the liquidated damages Contractor shall pay to WAHBE due to nonperformance hereunder by Contractor.

Deliverables	Contractor must receive Acceptance of each Deliverable by the scheduled Acceptance date in the Project plan	WAHBE shall assess up to \$1000 per calendar day from the scheduled Deliverable Acceptance date until the date each Deliverable receives Acceptance from WAHBE
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- B. The assessment of liquidated damages shall not constitute a waiver or release of any other remedy WAHBE may have under this Contract for Contractor's breach of this Contract, including without limitation, WAHBE's right to terminate this Contract, and WAHBE shall be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, WAHBE will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.
- C. The parties acknowledge and agree that Contractor could incur liquidated damages for more than one Critical Deliverable if Contractor fails to timely perform its obligations by each applicable date for such Deliverables.
- D. Amounts due WAHBE as liquidated damages may be deducted by WAHBE from any money payable to Contractor under this Contract, or WAHBE may bill Contractor as a separate item therefor and Contractor shall promptly pay such bills.

**29. 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 Contractor may be declared ineligible for further Contracts with WAHBE. 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.

**30. NONDISCRIMINATION**

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

**31. NON-SOLICITATION**

During the term of this Contract and for 12 months after expiration or 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 WAHBE.

**32. PUBLIC DISCLOSURE**

Contractor acknowledges that WAHBE 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 its proprietary information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, WAHBE shall maintain the confidentiality of all such information marked proprietary information. If a public disclosure request is made to view Contractor's proprietary information, WAHBE will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, WAHBE will release the requested information on the date specified.

### 33. PUBLICITY

Contractor shall not to publish or use WAHBE's name or likeness in advertising and publicity matters without the prior written consent of WAHBE. Contractor must submit to WAHBE all advertising and publicity matters relating to this Contract wherein WAHBE's name is mentioned, or language used from which the connection of WAHBE's name may, in WAHBE's judgment, be inferred or implied.

### 34. QUALITY ASSURANCE

#### A. Right of Inspection

Contractor shall provide right of access to its facilities to WAHBE, or any of WAHBE's officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

#### B. Contractor Commitments, Warranties and Representations

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its bid or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its bid or used to effect the sale to purchaser.

#### C. Representations and Warranties for Deliverables and Work

Contractor represents and warrants that all supplies, Work, Warranties, Deliverables and other Materials, and/or equipment provided under this Contract shall be fit for the purpose(s) for which they are intended and for merchantability and shall conform to the requirements and specifications herein. Contractor shall promptly repair or replace each of the Deliverables that does not meet and conform to applicable requirements and specifications as provided herein and at no additional charge to WAHBE.

Contractor represents and warrants that: (1) it shall perform all Work required pursuant to this Contract in a professional manner, with high quality; and (2) time shall be of the essence in connection with performance of the Work. Contractor shall re-perform Work that is not in compliance with such representations and warranties and at no additional cost to WAHBE.

Acceptance of any Deliverables and other Materials, supplies, Work, and/or equipment, and inspection incidental thereto, by WAHBE shall not alter or affect the obligations of the Contractor or the rights of WAHBE.

#### D. Date Warranty

Contractor warrants that all Materials provided under this Contract: (i) do not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by purchaser that may deliver date records from the products, or interact with date records of the products ("Date Warranty"). In the event a Date Warranty problem is reported to Contractor by purchaser and such problem

remains unresolved after three calendar days, at WAHBE's discretion, Contractor shall send, at Contractor's sole expense, at least one qualified and knowledgeable representative to WAHBE's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on WAHBE's premises. This Date Warranty shall last perpetually.

**E. Cost of Remedying Defects**

All defects, indirect and consequential costs of correcting, removing or replacing any defective Materials, including but not limited to Deliverables, or equipment will be charged against and paid by the Contractor.

**35. RECORDS RETENTION**

- A. Contractor shall retain 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.
- B. 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 WAHBE, personnel duly authorized by WAHBE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- C. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**36. REDUCTIONS IN PAYMENTS DUE**

Amounts due WAHBE by Contractor, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by WAHBE from any money payable to Contractor pursuant to this Contract.

**37. REGISTRATION WITH DEPARTMENT OF REVENUE**

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.

**38. REMEDIES**

Except as otherwise provided for herein, no remedy conferred by any of the specific provisions of the Contract or available to a party is intended to be exclusive of any other remedy, and each remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

**39. 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 expiration, WAHBE may terminate the Contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation of which aspects of the Contract shall proceed and which Work shall be performed at WAHBE's discretion under those new funding limitations and conditions. In the event the necessary funding to pay under the terms of this Contract is not available, not allocated, not

allotted, delayed or reduced, Contractor expressly agrees that no penalty or damages shall be applied to WAHBE.

#### **40. 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.

#### **41. SITE SECURITY**

While on WAHBE premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security and administrative policies or regulations.

#### **42. SUBCONTRACTING**

- A. Neither Contractor nor any Subcontractor shall enter into additional subcontracts for any work under this Contract without obtaining prior written approval of WAHBE. Any such approval may be rescinded in WAHBE's sole discretion.
- B. Contractor is responsible and liable for the proper performance of and the quality of any work performed by Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to WAHBE for any breach in the performance of Contractor's duties. This clause does not include Contracts of employment between Contractor and personnel assigned to work under this Contract.
- C. Additionally, Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts.
- D. Upon expiration or termination of this Contract for any reason, WAHBE will have the right to enter into direct agreements with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct agreements with WAHBE.

#### **43. SURVIVORSHIP**

All license and purchase transactions executed, and services provided pursuant to the authority of this Contract shall be bound by all 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; Intellectual Property Provisions; Attorneys' Fees; Indemnification; Incorporated Documents and Order of Precedence; Publicity; Disputes; Records Retention, Non-Solicitation, Vendor's Commitments, Warranties and Representations shall survive the termination of this Contract.

#### **44. TAXES**

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

#### **45. TERMINATION**

- A. Termination or Suspension for Cause

- (1) In the event WAHBE determines Contractor has failed to comply with the conditions of this Contract in a timely manner, WAHBE has the right to suspend or terminate this Contract.

Before suspending or terminating the Contract, WAHBE shall notify 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.

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

#### B. Termination for Convenience

Except as otherwise provided in this Contract, WAHBE may, by ten (10) calendar days written notice, beginning on the second (2<sup>nd</sup>) day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, WAHBE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered satisfactorily and in accordance with applicable requirements prior to the effective date of termination.

#### C. 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, WAHBE may terminate this Contract without advance notice; subject to renegotiation under those new funding limitations and conditions.

#### D. Termination for WAHBE's Non-Payment

Except to the extent WAHBE is exercising its remedies, if WAHBE fails to pay Contractor undisputed, material amounts when due under the Contract and fails to make such payments within 90 calendar days of receipt of notice from Contractor of the failure to make such payments, Contractor may, by giving notice to WAHBE, terminate this Contract as of a date specified in the notice of termination. Contractor shall not have the right to terminate the Contract for WAHBE's breach of the Contract except as provided in this Section.

#### E. Termination Procedures

- (1) Upon termination of this Contract, WAHBE, in addition to any other rights provided in this Contract, may require Contractor to deliver to WAHBE 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.
- (2) Subject to WAHBE's exercise of its remedies, WAHBE shall pay to Contractor the agreed upon price, if separately stated, for completed work and services accepted by WAHBE, and the amount agreed upon by Contractor and WAHBE 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 WAHBE, 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 WAHBE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. Notwithstanding anything to the contrary in the Contract, WAHBE may withhold payment due Contractor any amount the Agent determines necessary to protect WAHBE against potential loss or liability.

- (3) The rights and remedies of WAHBE 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.
- (4) After receipt of a notice of termination, and except as otherwise directed by the Agent, Contractor shall:
  - i. Stop work under the Contract on the date, and to the extent specified, in the notice;
  - ii. 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;
  - iii. Assign to WAHBE, in the manner, at the times, and to the extent directed by the Agent, all the rights, title, and interest of Contractor under the orders and subcontracts so terminated, in which case WAHBE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - iv. 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;
  - v. Transfer title to WAHBE 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 WAHBE;
  - vi. Complete performance of such part of the work as shall not have been terminated by the Agent; and
  - vii. 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 Contractor and in which WAHBE has or may acquire an interest.

#### **46. TREATMENT OF ASSETS**

- A. Title to all property furnished by WAHBE shall remain in WAHBE. Title to all property furnished by Contractor, for the cost of which Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in WAHBE upon delivery of such property by Contractor. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in WAHBE 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 WAHBE in whole or in part, whichever first occurs.
- B. Any property of WAHBE furnished to Contractor shall, unless otherwise provided herein or approved by WAHBE, be used only for the performance of this Contract.
- C. Contractor shall be responsible for any loss or damage to property of WAHBE that results from the negligence of Contractor or which results from the failure on the part of Contractor to maintain and administer that property in accordance with sound management practices.
- D. If any WAHBE property is lost, destroyed or damaged, Contractor shall immediately notify WAHBE and shall take all reasonable steps to protect the property from further damage.



- E. Contractor shall surrender to WAHBE all property of WAHBE prior to settlement upon completion, termination or cancellation of this Contract.
- F. All reference to Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

#### **46. UCC APPLICABILITY**

Except to the extent the sections of this Contract are clearly inconsistent, this Contract shall be governed by the Uniform Commercial Code as set forth in [Title 62A RCW](#). To the extent this Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when to do so would result in an absurdity. In the event of any clear inconsistency or contradiction between this Contract and the Uniform Commercial Code, the terms and conditions of this Contract shall take precedence and shall prevail unless otherwise provided by law.

#### **47. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL**

- A. WAHBE 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 <https://sanctionssearch.ofac.treas.gov/>. Compliance with OFAC payment rules ensures that WAHBE 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.
- B. In the event of a positive match, WAHBE 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 Contractor in writing and terminate the Contract according to the Termination for Convenience provision without making payment. WAHBE 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.

#### **48. 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 WAHBE.

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

In the event federal funds are included in this Contract, 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

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  
Washington Health Benefit Exchange (WAHBE)  
810 Jefferson Street SE  
Olympia, WA 98501  
Phone: (360) 688-7720  
Email: [Carole.Holland@wahbexchange.org](mailto:Carole.Holland@wahbexchange.org)

Examples of items requiring WAHBE prior written approval include, but are not limited to, the following:

- a) Deviations from the budget and Project plan.
- b) Change in scope or objective of the Contract.
- c) Change in a key person specified in the Contract.
- d) The absence for more than three (3) months or a twenty-five percent (25%) reduction in time by the Contract Manager or Department Director.
- e) Need for additional funding.
- f) Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
- g) Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.

No changes are to be implemented by the Sub-recipient/Contractor until a written notice of approval is received from WAHBE.

*Condition for Receipt of WAHBE Funds:* Funds provided by WAHBE to the Sub-recipient/Contractor under this Contract may not be used by the Sub-recipient/Contractor as a match or cost-sharing provision to secure other federal monies.

*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” shall make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-U.S. citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.

*Federal Compliance:* The Sub-recipient/Contractor shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.

*Civil Rights and Non-Discrimination Obligations:* During the performance of this Contract, 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>.

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STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES – Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by WAHBE.

**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 three (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 (5) calendar days after such conviction;

- e) Notifying WAHBE in writing within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees shall provide notice, including position title, to the Contract Manager 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 thirty (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, WAHBE has designated the following central point for receipt of such notices:

Legal Services Director  
WAHBE  
PO Box 657  
Olympia, WA 98507

### 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 shall disclose lobbying undertaken with non-Federal (non-appropriated) 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:

- a) 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.

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.)

The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, sub-subcontracts, and contracts under grants, loans and cooperative agreements) and that all Sub-recipient/Contractors 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 \$10,000.00 and not more than \$100,000.00 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 \$1,000.00 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/Contractors shall certify accordingly.

**6. CERTIFICATION REGARDING CLEAN AIR ACT**

By signing the certification, the undersigned certifies that the contracting organization will comply with all requirements, applicable standards, orders, and regulations contained in the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). The undersigned also acknowledges and that any violations after Contract award shall be reported to WAHBE and the Regional Office of the Environmental Protection Agency (EPA).

**CONTRACTOR SIGNATURE REQUIRED**

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

**EXHIBIT C – STATEMENT OF WORK**

PLACEHOLDER

Sample

## EXHIBIT D – DATA SECURITY & REPORTING REQUIREMENTS

WAHBE's duty is to protect the confidentiality and security of client, proprietary, account, and all other business information. To execute these responsibilities, this exhibit sets forth the requirements for Contractors and Sub-contractors who access, obtain, repackage, and/or distribute WAHBE Information. These requirements are in addition to WAHBE policies, standards, and other contractual terms and conditions. WAHBE must approve in advance, in writing, any variance from these security requirements

WAHBE reserves the right to update or modify these security requirements as necessary to protect the citizens of Washington and data entrusted to WAHBE. If WAHBE updates or modifies these Security Requirements, Contractor shall conform its systems, applications, processes or procedures to comply with the update or modification within a reasonable period, regarding all relevant security and legal concerns, as may be determined at the discretion of WAHBE.

1. Definitions:
  - a. Authorized User(s): an individual or individuals with an authorized business requirement to access WAHBE Confidential Information.
  - b. Advanced Encryption Standard (AES): a symmetric encryption algorithm.
  - c. Hardened Password: a string of at least eight (8) characters including one (1) upper case, one (1) lower case, one (1) number and one (1) special character (i.e., non-alphanumeric characters).
  - d. Transmitting: the transferring of data electronically, such as via email.
  - e. Transporting: the physical transferring of data that has been stored.
  - f. Unique User ID: 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.
  - g. WAHBE data: use of systems, network, data and documentation that are housed or managed for WAHBE
2. Contractors connected to WAHBE network or stewards of WAHBE data shall protect data by using the appropriate administrative, physical and technical safeguards:
  - a. To prevent the use or disclosure of data other than as permitted or required by the terms and conditions of this exhibit, and
  - b. To reasonably and appropriately protect the confidentiality, integrity, and availability of data the Contractor creates, receives, maintains, or transmits on behalf of WAHBE for as long as the data is within its possession and control, even after the termination or expiration of this Contract.
  - c. Annual Awareness Training shall be conducted and documented for all Contractor's employees or Sub-Contractors that have access to WAHBE data that includes at minimum:
    - i. Social Engineering/Phishing
    - ii. Internet Hygiene
    - iii. Insider Threats
    - iv. Password creation and use
    - v. Malware
    - vi. Regulatory requirements



- vii. Incident Reporting
  - viii. Company Policies
  - ix. Advanced training for IT Professionals
3. Use and Disclosure: Contractor acknowledges that in performing the services it will have access to, or be directly or indirectly exposed to, client confidential information. Contractor shall use such information solely for performing the services. Contractor shall take all reasonable measures to protect all client information from disclosure, including measures at least as strict as those measures Contractor would use to protect its own confidential information. Contractor shall not disclose client information to any parties other than those with a need to know to perform the services on behalf of WAHBE and only to the extent such employees or Subcontractors are bound by the term executed and acknowledged by WAHBE.
4. Compliance with Applicable Law: WAHBE is governed by Washington State Regulations, IRS pub 1075, CMS minimum standards, US Privacy Act, and Washington Records Release Act. Contractor irrevocably consents to the jurisdiction and venue of any state or federal regulations and agrees to comply.
5. Protection of WAHBE Systems and data:
- a. To any extent that in providing the services, access to WAHBE systems or systems containing WAHBE Data, which includes without limitation, Contractor's transmission or storage of electronic files or there electronic data, The Contractor shall meet all standards and requirements including but not limited to industry security standards, use of computer firewalls, strong user authentication, encrypted transmissions, anti-malware programs, regular and timely software patch updates, and controlled access to the physical location of computer hardware.
  - b. Application integrity shall be validated to ensure destructive computer programming such as harmful computer instructions, viruses, Trojan horses and other harmful code is mitigated, and integrity of data is maintained. Contractor shall ensure systems are free of harmful code and backdoor access.
  - c. Contractor shall implement security baselines on all systems and applications that meet industry and federal standards. Documentation must be submitted upon request. Security baselines can be found at <https://www.cisecurity.org/> or <https://www.nist.gov>.
  - d. Contractor shall conduct periodic reviews, at minimum of annually, of any system storing WAHBE data or supporting systems to evaluate the security risks of such systems. In addition, WAHBE shall conduct periodic vulnerability scans of any network or site maintained by Contractor that houses WAHBE data. Contractor shall take all reasonable steps to facilitate such scans and shall promptly remediate any systems vulnerable of exposing WAHBE data. Contractor shall report all incidents to the WAHBE Contract Manager as soon as possible, but no later than one business day after discovery.
  - e. Physical Storage. When storing WAHBE data the Contractor shall perform the following:
    - i. Hard disk drives. Data stored on local workstation hard disks. Access to the data will be restricted to Authorized User(s) by requiring login 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 shall be encrypted and only accessible to authenticated user(s) with a need to know. Data shall be secured

on the disk in such a way that other user(s) that do not need access to the data will not have the ability to access it.

- ii. Workstations with sensitive data stored on them shall 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 shall be documented and provided to the WAHBE Contract Manager. Hard drives that have contained sensitive data shall be wiped with a method that will render the deleted information irretrievable. See Section 9 Data Disposal
- iii. Network server storage. Access to the data shall be restricted to Authorized User(s) using access control lists which will grant access only after the Authorized User(s) 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 physical token. Data on disks mounted to such servers shall be 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. Access shall be reviewed at minimum annually.
- iv. For WAHBE data stored on network storage: Deleting unneeded data is sufficient if 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 8. Data Disposal may be deferred until the disks are retired, replaced, or otherwise taken out of the secured area.
- v. Removable Media, including Optical discs (CDs or DVDs) in local workstation optical disc drives shall not be transported out of a secure area. Sensitive or Confidential Data provided by WAHBE 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 two hundred sixty-five (256) bit AES encryption or better. When not in use for the Contracted purpose, such devices 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 WAHBE data on optical discs shall be 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.
- vi. When being transported outside of a secure area, portable devices and media with confidential WAHBE data must be under the physical control of Contractor staff with authorization to access the data.
- vii. WAHBE data shall not be stored on portable devices or media unless specifically authorized within the Special Terms and Conditions of the Contract. Portable media includes any data storage that can be detached or removed from a computer and transported. If so authorized, the data shall be given the following protections:
  1. Encrypt the data with a key length of at least two hundred fifty-six (256) bit AES using an industry standard algorithm.
  2. Control access to devices with a Unique User ID and hardened password or stronger authentication method such as physical token or biometrics.

3. 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 twenty (20) minutes.
  4. Physically protect the portable device(s) and/or media by:
    - a. Keeping them in locked storage when not in use
    - b. Using check-in/check-out procedures when they are shared, and
    - c. Taking frequent inventories
- viii. Paper documents. All paper records shall be protected by storing the records in a secure area which is only accessible to Authorized User(s). 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 User(s) have access.
- f. Remote and Network Access. When accessing WAHBE data remotely the Contractor shall:
- i. WAHBE data accessed and used interactively over the internet shall meet minimum standards including updated anti-malware, current security patches, and local firewall. Access to the website [washingtonhealthplanfinder.org](http://washingtonhealthplanfinder.org) or other services managed by WAHBE will be controlled by WAHBE staff who will issue authentication credentials (e.g. a Unique User ID and hardened password) to Authorized User(s). The administrator and any 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 User ids, first Name or the last name of the user.
  - ii. Contractor shall have established and documented access termination procedures for existing Authorized User(s) with access to WAHBE data. These procedures shall be provided to WAHBE staff upon request. Contractor shall notify WAHBE staff immediately whenever an Authorized User(s) in possession of such credentials is terminated or otherwise leaves the employment of the Contractor, and whenever an Authorized User(s) duties change such that the Authorized User(s) no longer requires access to perform work for this Contract.
  - iii. Access via remote terminal/workstation over the internet shall be managed by the Contractor and permissions granted on a need basis only when access to WAHBE data is present.
  - iv. Data Transmitting. When transmitting WAHBE data electronically, including via email, the data shall be protected by:
    1. Transmitting the data within the WAHBE network or Contractor's internal network, or;
    2. Encrypting any data that will be transmitted outside the WAHBE network or Contractor internal network with two hundred fifty-six (256) bit AES encryption or better. This includes transit over the public Internet.

6. Contractor shall maintain audit logs for all systems containing WAHBE data.

7. Data Segregation:

- a. WAHBE data shall be segregated or otherwise distinguished from non-WAHBE data to ensure proper return or destruction when no longer needed.
  - i. WAHBE data shall be stored on media (e.g. hard disk, optical disc, tape, etc.) which will exclude non-WAHBE data. Or,
  - ii. WAHBE data shall be stored in a logical container on electronic media, such as a partition or folder dedicated to WAHBE data. Or,
  - iii. WAHBE data shall be stored in a database which will exclude non- WAHBE data. Or,
  - iv. WAHBE data shall be stored within a database and will be distinguishable from non-WAHBE data by the value of a specific field or fields within database records. Or,
  - v. When it is not feasible or practical to segregate WAHBE data from non- WAHBE data, then both the WAHBE data and the non-WAHBE data with which it is commingled must be protected as described in this exhibit.

8. Data Disposal: When the Contracted work has been completed or when no longer needed, data shall be returned to WAHBE or destroyed. Media on which WAHBE data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Shall 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	Shredded and recycled 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, crosscut shredding, 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

10. Data shared with Subcontractors: If WAHBE data provided under this Contract is to be shared with a Subcontractor; the Contract with the Subcontractor shall include all the data security provisions in this Contract and any amendments, attachments, or exhibits to this Contract.

11. Notice of Unauthorized Disclosure or Security Breach. Contractor shall immediately notify

WAHBE of:

- a. Unauthorized disclosure or use of any WAHBE Data;
- b. Any breaches of security that may compromise the WAHBE data or Contractor's ability to safeguard WAHBE data; and
- c. Notifications shall include at minimum, both a telephone call and email to the WAHBE Contract Manager and an email to WAHBE Security at [security@wahbechange.org](mailto:security@wahbechange.org).
- d. Contractor shall establish and document a policy to deal with the compromise or potential compromise of data that complies with NIST 800-61 Incident Response Guide. Contractor shall provide WAHBE with such policy upon request.
- e. A breach of security or other circumstance which causes, may have caused, or allowed access to WAHBE information by unauthorized persons or systems, whether intentional, fraudulent, or accidental, must be reported to WAHBE as soon as possible and no later than one (1) business day after discovery.

Sample

# Washington Health Benefit Exchange 2017-2018 Strategic Plan

[www.wahbexchange.org](http://www.wahbexchange.org)

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# BACKGROUND ON THE EXCHANGE

The Washington Health Benefit Exchange (Exchange) was created to establish a new state-based marketplace to offer health insurance options to individuals, families, and small businesses. In 2011, Washington State’s governor and legislators passed legislation to establish the state’s new marketplace as a “public-private partnership,” separate and distinct from the state.

The Exchange is responsible for the creation of *Washington Healthplanfinder*, the online portal to facilitate shopping and enrolling in health insurance. The key tenets of *Washington Healthplanfinder* are to offer:



Eligibility determinations for and enrollment in Washington Apple Health (Medicaid) or low cost health insurance options through qualified health plans (QHPs)



Side-by-side comparisons of QHPs and Medicaid Plan Selection (MPS).



Financial help to pay for premiums and cost-sharing, including co-pays and deductible



Expert customer support online, by phone, or in-person through a community organization or insurance broker

The Exchange works closely with the Health Care Authority (HCA), Office of the Insurance Commissioner (OIC) and the Department of Social and Health Services (DSHS) to achieve these goals.

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## EXCHANGE FUNDING AND SUSTAINABILITY

The Exchange received initial operational and implementation funding through federal grants totaling \$302 million. A substantial portion of the grant funding was used to develop the information technology (IT) system to determine eligibility for and enroll residents in health plans.

Beginning in 2015, the Exchange was required to be self-sustaining, and since then, the State Legislature has been appropriating the Exchange’s budget. The Exchange’s sustainability is tied to three funding sources established in statute: (1) the existing 2 percent tax on health insurance premiums associated with QHP enrollment through *Washington Healthplanfinder*; (2) reimbursement for activities performed on behalf of Washington Apple Health (the state’s Medicaid program), and; (3) an agreed-upon carrier assessment. The Exchange’s current budget is approximately \$58 million a year.



## EXCHANGE GOVERNANCE

The Exchange is governed by an 11-member bipartisan Board comprised of a chair and eight voting members appointed by the Governor. Board members are nominated by the Republican and Democratic caucuses in both the Washington State House of Representatives and Senate. The Director of the Health Care Authority and the Insurance Commissioner are ex-officio, non-voting Board members. The Exchange has nine stakeholder committees and workgroups, including the Advisory Committee to the Board and technical advisory committees for key program areas.

Current Board members are:

- Chair: Ron Sims, *retired Deputy Secretary for the U.S. Department of Housing and Urban Development and former King County Executive*
- Don Conant, *General Manager at Valley Nut and Bolt and Assistant Professor in the School of Business at St. Martin's University*
- Melissa Cunningham, *Corporate Counsel, Physicians Insurance*
- Ben Danielson, *Medical Director at Odessa Brown Children's Clinic*
- Phil Dyer, *Senior Vice President at Kibble & Prentice/USI and former state legislator*
- Hiroshi Nakano, *Director of Value Based Care at Valley Medical Center*
- Mark Stensager, *Retired health system administrator*
- Diane Zahn, *retired Secretary-Treasurer of United Food and Commercial Workers Local 21*
- Ex-Officio: Mike Kreidler, *Washington State Insurance Commissioner*
- Ex-Officio: Lou McDermott, *Interim Director, Washington State Health Care Authority*

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## EXCHANGE TODAY

As the single point of entry for Washington Apple Health (WAH) and QHP customers, the Exchange serves more than 1.8 million residents. As of April 2017, more than 1.5 million were enrolled in WAH and just over 204,000 Washington residents were enrolled in private health insurance – a 23 percent increase from 2016.

Washington's enrollment continues to have a positive fiscal impact across the state. Nearly \$740 million worth of insurance premiums are expected to be purchased through the Exchange in 2017. An additional \$324 million in federal subsidies were obtained through *Washington Healthplanfinder* to help Washington residents pay for premiums and over \$63 million in cost-sharing reductions were provided to reduce consumer costs of hospital and provider visits.

More than 850 Exchange-certified Navigators, over 2,000 agents and brokers, and about 100 tribal assisters continue to play a vital role, providing outreach, education, and enrollment assistance statewide. These activities were also supported by a strategic outreach campaign that leverages radio and digital mediums to raise awareness and health literacy levels, and encourage people to take action during the open enrollment period.

The Exchange continues to make improvements to deliver the best customer experience, including additional tools to help people choose the best plans for them.



## MISSION

The Washington Health Benefit Exchange seeks to redefine people's experience with health care by radically improving how Washingtonians secure health insurance through innovative and practical solutions and an easy-to-use customer experience. These are reflected in our values of integrity, respect, equity, and transparency as it relates to those we work with and those we serve.

## CORE DUTIES

- Increase covered lives in Washington state
- Provide responsible fiscal and operational stewardship
- Promote enrollment and retention for both QHPs and WAH populations
- Build a competitive marketplace that accounts for the price, access, quality, and innovation of both its products and services
- Promote health equity through policy, education, and measuring success
- Create an environment of inclusion for stakeholders, partners, and the public

## FOUR CORE OUTCOMES

### **Define and Deliver Operational Excellence**

The Exchange is dedicated to providing an efficient, accurate, and customer-friendly eligibility and enrollment process for all Washingtonians. These operational efforts run parallel to those that guide fiscal accountability and transparency, creating an environment of inclusion for all stakeholders.

### **Increase Number of Insured and Access to Affordable Coverage**

The Exchange is committed to continual data-driven efforts to lower the number of the uninsured in our state by reaching out to those who remain without health insurance, including hard-to-reach populations, as well as helping those with coverage remain on their plan. These efforts encompass access to affordable care to ensure that people find, select, and utilize health care benefits that meet their needs and budget.

### **Advance Consumer Choice and Decision-Making**

The Exchange is focused on establishing a transparent and accountable insurance market that facilitates consumer choice with decision-making tools. This includes information readily accessible through multiple communication channels to meet the needs of our state's populations.

### **Promote Equity Across System**

The Exchange is determined to initiate and deliver proactive policies that identify and reach the state's groups at risk for obstacles to access. This includes supporting those who need assistance overcoming barriers that may prohibit their ability to seek, find, and use their health insurance coverage.

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## FIVE-YEAR STRATEGIC PLAN

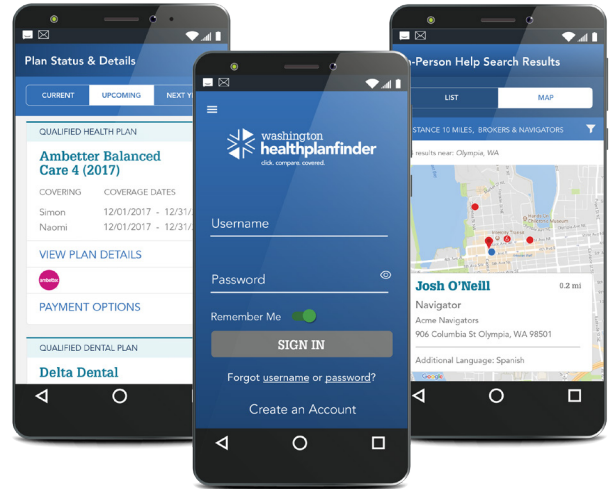
The Exchange's five-year vision is grounded in reaching key goals of continuing to develop a customer-centric experience to better meet people's needs and strengthening sustainability.

Work in this area will be conducted in concert with conversations with our federal and state partners, insurance carriers and member of the legislature to ensure all activities align with the overall vision of the Exchange and what is best for the state and its residents.

The strategies discussed throughout this report highlight the progress the Exchange has made in establishing itself as a high-achieving, nimble organization that strives to meet the needs of our customers and the state.

# PROGRESS TO DATE SECTION

Since the submission of the 2016 strategic plan, the Exchange has continued to make improvements in the Board’s core outcome areas. This includes ongoing improvements that assist both our customers and partners, as well as contribute to the Exchange efforts to optimize funding, further bolstering the organization’s sustainability goals.

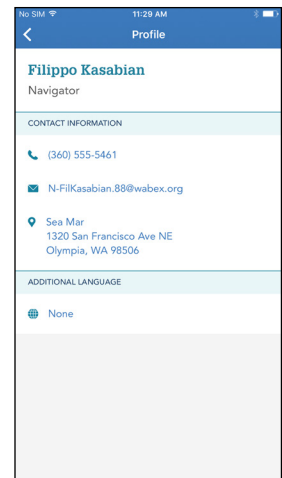
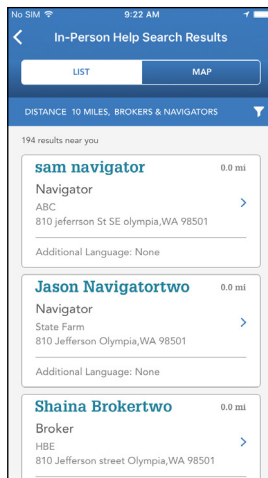
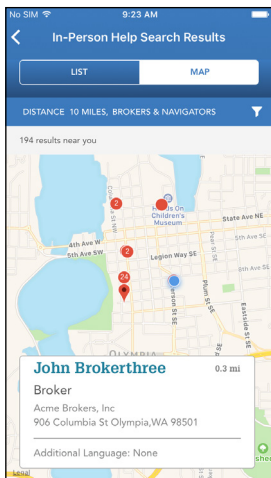


## Define and Deliver Operational Excellence

The 2016-2017 open enrollment period saw the Exchange continue efforts to leverage digital technologies to reduce costs. This includes 542,500 who have opted into email notifications, reducing operational and administrative expenses associated with mailing correspondences. The Exchange also maintained our high level of transparency with regard to financial reporting, operational accountability and work with stakeholders to keep the public abreast of the organization’s short and long-term efforts.

## Increase Number of Insured and Access to Affordable Coverage

In the most recent open enrollment, the Exchange saw more than 200,000 individuals select qualified health plans – a record high that represents the majority of the state’s individual health insurance market. The Exchange also saw signs of improved auto renewal processes for the Washington Apple Health population (Medicaid). Additionally, the marketplace continued to see more enrollments coming from higher income individuals (over 400 percent of the poverty level). This population now represents nearly 40 percent of the Exchange’s overall QHP enrollment.



### Advance Consumer Choice and Decision-Making

As in past years, the Exchange took steps to bring more decision-making tools to our customers. This included the addition of email technology enabling the Exchange to push important messages and links to customers who opted into the service. The modernizing of our consumer assistance enabled the Exchange to also tie in our growing library of health literacy videos and materials, as well as amplify important messages on social media and other communications channels.

### Submit documents using the **WAPlanfinder** mobile app!



### Promoting Equity Across the System

The Health Equity TAC has developed equity measures and benchmarks to measure the progress of the Exchange’s progress in this area. The Exchange also conducted cultural sensitivity training for our employees to bring awareness of these issues to the Exchange operations. Additionally, reaching groups at risk for obstacles to access coverage continues to be a mainstay of the Exchange’s enrollment efforts and the work done by the grant-based Lead Organizations. This has allowed us to provide a culturally and linguistically appropriate touch to outreach efforts and place for people to find assistance.



## GOAL 1: DEFINE AND DELIVER OPERATIONAL EXCELLENCE

The Exchange is dedicated to providing a customer-friendly, easy-to-use experience for all Washingtonians. This is complemented by efforts to provide operational efficiencies and fiscal accountability and transparency.

### KEY STRATEGIES:

The Health Equity TAC has developed equity measures and benchmarks to measure the progress of the Exchange's progress in this area. The Exchange also conducted cultural sensitivity training for our employees to bring awareness of these issues to the Exchange operations. Additionally, reaching groups at risk for obstacles to access coverage continues to be a mainstay of the Exchange's enrollment efforts and the work done by the grant-based Lead Organizations. This has allowed us to provide a culturally and linguistically appropriate touch on outreach efforts and place for people to find assistance.



- Optimize the customer experience



- Establish a forward-looking sustainability strategy



- Evolve, innovate and adapt to changes that benefit customers and the state

### KEY TACTICS:

#### Optimize the customer experience

The Exchange continues to focus on system improvements that make the task of finding information, renewing one's health coverage or signing up for a plan for the first time easier than before.

In line with today's digital experience, the Exchange will be bringing more information directly to the consumer. Customers will be able to receive updates from the Exchange about important coverage or enrollment information as well as notifications of self-help tools.



All of these advancements also work in concert with activities that fall under our customer support umbrella, including support from Navigators, brokers and the call center. The Exchange will continue to refine these resources, as well as integrate additional technologies that help all Exchange customers.

**Establish a forward-looking sustainability strategy**

The Exchange continues to strive for financial accountability and transparency. As such, the Exchange will explore additional areas for operational efficiencies as we bring on lean practices within the organization.

We will also use our data and analytical practices to maximize the use of revenue and make informed business decisions. This will help identify areas of focus in the Exchange’s future state.

The Exchange will examine areas for investment to provide future system improvements. The Exchange will also explore the use of different platforms and systems to ensure that we are positioned to leverage our technologies for future initiatives.



**Evolve, innovate and adapt to changes that benefit customers and the state**

As the Exchange transitions to a well-established organization, we will adapt to the changing nature of the health insurance market. Whether federal or state changes or pursuits of our own, the Exchange is positioned to innovate. Because of our infrastructure and manageable size, we can adjust quickly and work with partners to develop creative approaches.

We will explore state-based projects that could leverage the Exchange IT platform to further their goals of serving citizens of the state. We will also explore opportunities to leverage our platform and infrastructure to provide additional offerings to our existing customer base, as well as attracting additional customers to the Exchange.



**Outcomes/Measurement**

- Increased number of self-enrolled and self-renewed customers year-over-year
- Identified areas for potential additional revenues
- Identified areas for growth





## GOAL 2: INCREASE THE NUMBER OF INSURED AND ACCESS TO AFFORDABLE COVERAGE

The Exchange is committed to data-driven efforts to minimize the number of the uninsured in our state, including hard-to-reach populations. The Exchange also seeks to make coverage more affordable and thereby attracting new customers to the Exchange and increasing market stability.

### KEY STRATEGIES:



- Drive new QHP and WAH enrollments with a focus on sustainability



- Identify new approaches and areas of growth to attract new and retain existing customers



- Engage with state leaders to craft policies to support affordability, promote enrollment growth and foster market stability

### KEY TACTICS:

#### **Drive new QHP and WAH enrollments with a focus on sustainability**

To maximize enrollment and bolster financial stability, the Exchange will continue to design marketing and outreach plans and activities that focus on key populations. These efforts include aggressive strategies to reach individuals and families currently insured who may be seeking coverage through the Exchange for the first time.



Reaching out to currently underserved populations, including those in rural areas, will also be a critical component of this work. Through the use of Navigators, brokers and the insurance carriers themselves, the Exchange will coordinate messages and activities, especially leading up to and during open enrollment.

The Exchange will also look to expand outreach efforts to build on the addition of cost-effective mechanisms including enrollment storefronts, broker affiliate programs and other enrollment specific activities that have shown positive return on investment.



### **Identify new approaches and areas of growth to attract new and retain existing customers**

The key component of retaining existing customers will be to enable easier renewal practices. With that in mind, the Exchange will grow our mobile and tablet app presence, reducing the time and administrative effort for both the customer, as well as the Exchange.

Changes to health insurance has resulted in customers dealing with increasing complexities related to their personal situations. To address this need, the Exchange will continue to support expert, community-based, one-on-one assistance in the form of Navigators and brokers, for those needing additional help. This is particularly relevant for groups at risk for obstacles to access coverage and those who are new to the Exchange.



Finally, the Exchange will work closely with insurance carriers to ensure the seamless transition of existing and/or new enrollees to the Exchange. This includes social media, direct email notification and hard copy correspondences to customers.

### **Engage with state leaders to craft policies to support affordability, promote enrollment growth and foster market stability**

As changes occur to the landscape of health insurance, the Exchange is poised to be an integral part of any solution. To that end, the Exchange will engage with state leaders to develop innovative solutions to promote continued growth of the Washington Apple Health and individual insurance market.

Development of creative policies will help to stabilize the volatile individual insurance market, make coverage more affordable for consumers and help ensure Washingtonians have access to quality health care coverage. Given the Exchange's role in offering health insurance to one in four residents of the state, the Exchange is positioned to be a leader in this area.



### **Outcomes/Measurement**

- Growth in enrollment with special attention paid to increases in hard to reach populations, including rural populations
- Performance and utilization numbers of new enrollment and retention channels (i.e. mobile app downloads, enrollments by Exchange storefront efforts, etc.)
- Developed program to help stabilize the individual insurance market



# GOAL 3: ADVANCE CONSUMER CHOICE AND DECISION-MAKING

The Exchange is focused on providing a transparent insurance market that facilitates consumer choice with decision-making tools. This includes information readily accessible through multiple communication channels to meet the needs of our state’s populations.

## KEY STRATEGIES:



- Promote the value of the Exchange’s transparency to inform consumers’ health care decisions, especially in price and quality



- Identify and implement an integrated system design to create a superior experience for Medicaid and individual market customers



- Equip *Washington Healthplanfinder* with tools to better inform and manage consumer’s health insurance decisions and changes in the individual market



- Engage in statewide initiatives to address the underlying costs of care and discuss the role of the Exchange in these broader efforts

## KEY TACTICS:

### Promote the value of the Exchange’s transparency to inform consumers’ health care decisions, especially in price and quality

The Exchange has a unique and valuable role in providing transparency to the individual insurance market. As the Exchange continues to evolve, we will refine the information provided to consumers to help them make an informed health plan choice.

Additionally, the Exchange has an opportunity to stress the importance of value in health insurance to our consumers. We will innovate to provide price and quality data to consumers in a meaningful way, increasing their understanding of the importance of taking both into account when making a health plan choice.



### **Identify and implement an integrated system design to create a superior experience for Medicaid and individual market customers**

In creating a superior experience for customers, the Exchange will leverage new technological options to help facilitate the enrollment process. The Exchange has embarked on making our application pages “responsive” and will expand this feature moving forward. Responsive pages provide customers who visit *Washington Healthplanfinder*, regardless of if they are using a smartphone, tablet, laptop, or even video console (i.e. Xbox), with web pages that fit their screen type and size.

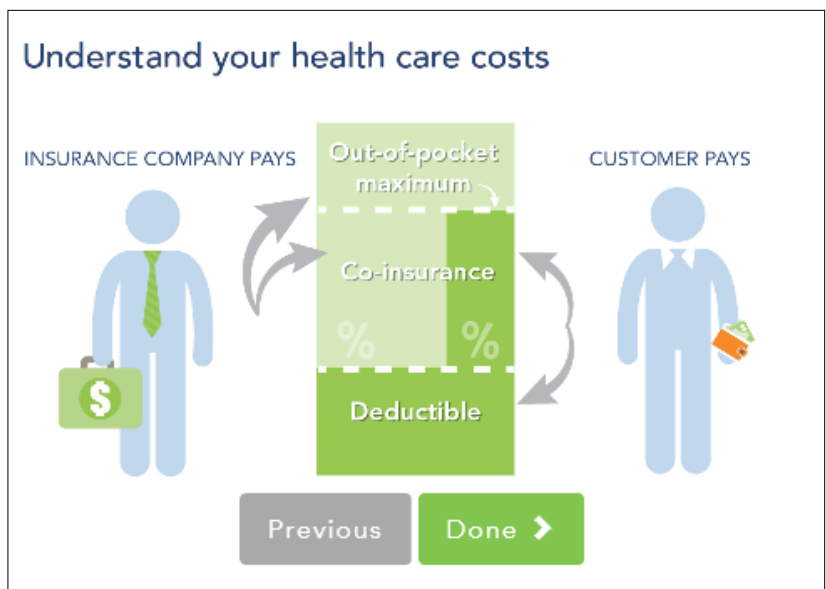
In addition, the Exchange will be further building out the current health literacy resources to continue the education of those who are seeking enrollment. This will enable more of our customer base or those enrolling for the first time to self-serve and complete the process with minimal additional assistance.

Finally, for those who will seek additional help, we will provide seamless access to in-person assistance and be provided a map with contact information and distances from their location so that they can make appointments with a broker or Navigator at that moment.

### **Equip *Washington Healthplanfinder* with tools to better inform and manage consumer’s health insurance decisions and changes in the individual market**

The Exchange will continue to explore new ways for engaging customers by their preferred communications method, letting them manage their needs and get information in the way that they prefer. The Exchange will build a set of correspondences that pushes critical information to customers so that there is not a wait for notifications.

As in past years, the Exchange will be expanding and refining their video and information resources to include more easy-to-follow instruction in the areas of insurance terms, enrollment questions and continue additional work in the areas of health literacy to create a better informed customer.



**Engage in statewide initiatives to address the underlying costs of care and discuss the role of the Exchange in these broader efforts**

While the Exchange has revolutionized the way individuals and families shop and purchase health insurance, the Affordable Care Act included limited provisions for addressing the underlying cost of health care. As a result, health care costs continue to rise, particularly for consumers in the individual market.



To address these issues, the Exchange will participate with broader efforts that are seeking to change the way we pay for health care. The Exchange will engage in efforts, such as Healthier Washington, to address the high costs of care. The Exchange will continue to their role these efforts and the options available to us to play a role in lowering the overall costs of care.

**Outcomes/Measurement**

- Utilization of consumer decision support tool and provider directory
- Website analytics tracking of web pages, videos, and search terms, compared to industry standards
- Increased engagement in statewide initiatives attempting to address the underlying costs of care



## GOAL 4: PROMOTE EQUITY ACROSS SYSTEM

The Exchange is determined to initiate and deliver proactive policies that identify and reach groups at risk for obstacles to access coverage. This includes supporting those who need assistance overcoming barriers to seek, find, and use their health insurance coverage.

### KEY STRATEGIES:



- Develop equity benchmarks and Exchange policies to improve access and create a superior customer experience for all *Washington Healthplanfinder* users



- Improve outreach to and retention of groups at risk for obstacles to access coverage, including educating on the potential risk of losing existing coverage and rural access to coverage



- Advance health equity efforts in the state

### KEY TACTICS:

#### Develop equity benchmarks and Exchange policies to improve access and create a superior customer experience for all *Washington Healthplanfinder* users

In collaboration with the Health Equity Technical Advisory Committee (TAC), the Exchange has developed metrics and benchmarks to measure progress toward incorporating equity work across Exchange functions. Progress toward meeting the benchmarks will be communicated to inform their outreach and enrollment efforts. Findings will also be used to inform website and system improvements, health insurance literacy campaigns, and policy updates.



In partnership with the TAC, the Exchange is also developing a Disability Access Plan. This plan is being created from the ground up, with input from various stakeholders including consumers with disabilities and disability community advocates.

To further improve the *Washington Healthplanfinder* experience for all users, the Exchange is implementing internal practices to promote accessibility, inclusiveness, and cultural sensitivity. This includes training all staff in cultural competency.

**Improve outreach to and retention of groups at risk for obstacles to access coverage, including educating on the potential risk of losing existing coverage and rural access to coverage**

To improve outreach to groups at risk for obstacles to access coverage, the Exchange will leverage best practices utilized by consumer assisters who provide culturally and linguistically appropriate services. In addition, rural enrollment has been prioritized and incentivized in Navigator contracts.

To improve retention, the Exchange is developing a survey for enrollees who voluntarily disenroll before the end of the plan year, to further understand what factors are driving that choice.

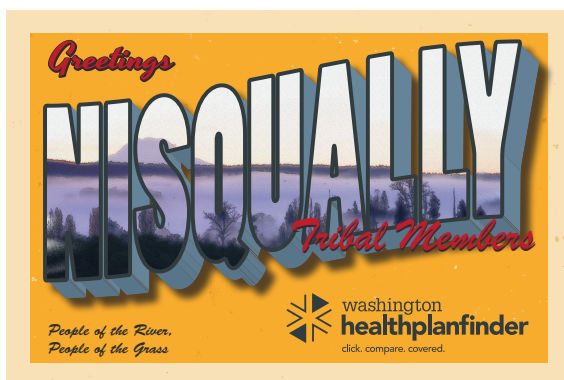
The Exchange will continue to partner with commissions, agencies, Navigators, tribal assisters and tribal organizations, brokers, issuers, associations, refugee/immigrant agencies, community health clinics and other stakeholders to further engage: communities of color, immigrants and refugees, limited English proficient populations, rural populations, and other groups disproportionately impacted by health disparities.

Outreach to uninsured urban American Indian/Alaska Native (AI/AN) populations remains a priority. The Exchange will also continue to partner with the Tribal Advisory Workgroup, the American Indian Health Commission, urban Indian organizations, and other AI/AN organizations to conduct AI/AN-specific outreach and provide technical assistance for the tribal assisters to ensure they can fully support AI/AN consumers

**Advance health equity efforts in the state**

The Exchange will continue to work with the Health Equity TAC to learn from their experiences and perspectives on health insurance literacy, language access, cultural sensitivity and other general access to coverage issues.

The Exchange is leveraging federal, state, and local efforts to improve the quality of health care for racially and ethnically diverse consumer populations in Washington. This includes exploring possible synergies with the Washington Health Alliance and other stakeholders, the Governor's office and state health agencies to coordinate data-driven strategies to help improve health equity in care delivered.



Tribal Outreach Postcards - Nisqually and Colville

The Exchange is utilizing available data, developing new partnerships, and leveraging existing partnerships to help identify and engage hard-to-reach populations. This includes convening carriers to share data, identify gaps in health outcomes and inform shared health literacy efforts.

### **Outcomes/Measurement**

- Tracking equity benchmarks to inform future years' efforts
- Qualitative survey results to track and monitor barriers for groups at risk for obstacles to access coverage.
- Development of a disability access plan

## TEN-YEAR VISION

Looking to the future, the Exchange will seek to build on of the success we have achieved to date. It is the organization's belief that we should look beyond the current Exchange to innovative, longer-term goals that will benefit consumers and the state overall. Efforts included in the 10-year vision are:

### **Offer Higher Value Products and Services to our Customers**

The Exchange will have a customer-centric approach to innovative products and services that, over time, may allow customer to evaluate their health insurance choices. This may include a greater focus on value in health plans offered, as well as building out current technologies to support other health insurance-like products.

### **Provide an Excellent Customer Experience**

Market evolutions will require a new set of customer interaction that could include technologies, such as artificial intelligence, that better support and expedite information and resolve customer issues. The Exchange will also bring more tools to Navigators, brokers and other customer assistance channels enabling them to have solutions in hand to help their clients.

### **Deliver Innovation in Health Care**

The Exchange will play a role in the state's policy development to promote innovative, affordable and high value health solutions for the residents of Washington. We will also move from a destination-based experience to a customized one that is built upon a customer's personal profile.

### **Easy Access for Historically Underserved Populations**

The Exchange will remove barriers that impede those in Washington who are seeking health coverage. This work includes additional services and outreach specific to populations that have faced barriers to care. These efforts will also include dedicated efforts to create outreach programs and technologies that are easily set out over common communications channels, including smart phones and other devices.





# CONCLUSION

The Exchange has made significant progress toward meeting the 2016-2017 strategic goals, while setting out ambitious and achievable goals moving forward. We are proud of the successes we have had and strive for greater accomplishments in the coming years. We look forward to working with our partners to further the vision of the Exchange and improve the experience for the residents of Washington.





## EXHIBIT D

### CURRENT SYSTEM INTEGRATOR O&M SERVICES

<b>1. INFRASTRUCTURE/OPERATIONS ACTIVITIES - INCLUDING BATCH OPERATIONS</b>
---

#### **1.1. DAILY SERVICES (24x365) –**

- a. Run and monitor scheduled and manual batch jobs in Production environment – triage and resolve errors as applicable and re-rerun jobs
- b. Run and monitor critical scheduled and manual batch jobs in Integration (INT), User Acceptance Test (UAT), Stress environments as needed
- c. Coordinate changes to batch schedule, enabling/disabling Auto batch scheduler with HBE
- d. Follow up on batch job failures with HBE and SI team members. Log defects and prioritize fixes with Dev team. Coordinate with HBE if defects need HBE/business partners to fix
- e. Provide Operational Reports – daily production activities report, 4-hourly batch completion report, other pre-planned M&O reports
- f. Participate in daily HBE production control meetings on batch execution and performance
- g. Participate in established change management process (process to document changes to be made in Production) and submit change forms with details of these changes to HBE for approval

#### **1.2. AS-NEEDED SERVICES –**

- a. Participate in EDI/Invoice meetings/workgroups, meetings with DSHS/ES, meetings with HCA as requested by HBE. Management, Functional, PMO resources can support up to 4 hours per week per person for meetings/workgroups with HBE. Development, Testing, and Infra resources can support up to 2 hours per week per person for meetings/workgroups with HBE. Participation in additional meetings requires reprioritization of assigned activities
- b. Triage issues reported through call center or escalated by HBE (e.g. support for effectuation, issues related to 1095 forms, critical issues escalated daily)
- c. Participate in RFC, ROM analysis and defect prioritization with HBE. Provide input to release notes
- d. Conduct Integration testing and support UAT for M&O defects included in Enhancement Releases, Hot-Fixes and Dot Releases
- e. Identify and implement performance tuning opportunities in Batch jobs
- f. Update Batch Documentation as applicable

<b>2. INFRASTRUCTURE/OPERATIONS ACTIVITIES – INFRASTRUCTURE AND SECURITY DAY-TO-DAY (5 days each week, 8:00AM to 5:00PM Pacific) –</b>
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- a. Perform activities approved through the change management process, monitoring and reporting against performance SLAs. Create monthly reports (outage report, SLA report)
- b. Security - Perform Production security server monitoring and reporting; work on security related defects and co- ordinate with Application team to resolve issues
- c. Assist with security issues tracked through Oracle service requests (SR) for the Oracle Identity and Access Management (Oracle IAM) suite of products
- d. Triage/Analyze performance issues and assign to applicable team. Assigned team to identify root cause, fix, develop and test fix. SI Consulting operations team to coordinate maintenance activities with appropriate team (HBE and Secure-24) to deploy the resolution for the issue. Coordinate with HBE to work with insurance carriers or other business partners
- e. Work with HBE to strategize un-planned and planned outages in Production
- f. Perform the following activities in DEV2, INT2, UAT2, STR2, Production and Disaster Recovery environments:
- g. Execute database scripts, create dataset backups
- h. Deploy Releases
- i. Monitor performance and perform agreed upon corrective actions
- j. Restart Servers
- k. Monitor interface transactions and perform agreed upon corrective actions
- l. Perform once weekly database refreshes (to STR2 and UAT2)
- m. Performance tune databases as applicable
- n. Perform database backup/restore, application restart actions to support data-fixes development and testing
- o. Monitor ageing of the Infrastructure and recommend changes to HBE as applicable
- p. Conduct annual DR test
- q. Perform monthly HPF network security scan
- r. Perform HPF database security scan twice a year

**2.2. AS-NEEDED SERVICES –**

- a. Participate in EDI/Invoice meetings/workgroups, meetings with DSHS/ES, meetings with HCA as requested by HBE. Management, Functional, PMO resources can support up to 4 hours per week per person for meetings/workgroups with HBE. Development, Testing, and Infra resources can support up to 2 hours per week per person for meetings/workgroups with HBE. Participation in additional meetings requires reprioritization of assigned activities
- b. Perform simple product upgrades that do not require additional procurement or parallel environments to test, and implement security patches from product vendors as defined by the HPF software patching plan

- c. Support external security audits and apply appropriate security measures (system or process) to address IRS findings
- d. Perform JIRA support activities (creating JIRA dashboards and working with HBE on JIRA issues)
- e. Participate in RFC, ROM analysis and defect prioritization with HBE. Provide input to release notes
- f. Execute stress testing activities for minor releases if agreed upon between SI and HBE
- g. Support no more than 4 to 6 Releases per year including Emergency Releases
- h. Apply patches provided by Oracle (does not include patch sets) on a quarterly basis that are available on the 11g product version in use for the HPF application. Oracle product bug fixes may be applied to resolve HBE approved and prioritized defects
- i. Provide information to HBE that may be required to support external security assessments

### **3. APPLICATION DEVELOPMENT ACTIVITIES – DEFECT FIXES**

#### **3.1. Day-to-day (5 days each week, 8:00AM to 5:00PM Pacific) –**

- a. Attend M&O daily/weekly meetings
- b. Participate with HBE to prioritize defect fixes included in each release
- c. Work with SI infrastructure/operations teams for resolving HPF application related issues
- d. Conduct INT/UAT build deployment coordination and smoke testing
- e. Conduct production smoke testing
- f. Defect fix capacity: up to 40 mutually agreed upon defect fixes per month, except during OE where the count reduces due to other support

#### **3.2. AS-NEEDED SERVICES –**

- a. Triage ZenDesk tickets, create JIRA ticket, determine root cause (RCA), fix. Requires input from Functional team
- b. Complete development of fix. Implement fix with applicable coding standards and conduct peer review of code
- c. Conduct Unit test, integration test, regression test, run Automated regression scripts and deploy defects including fixes prioritized for Enhancement Releases, HotFixes and Dot Releases
- d. Update JIRA based on defect triage and fix status
- e. Document scenarios for testing prioritized defects for fix
- f. Create playbooks to assist SI operations team in executing data fixes in Production
- g. Participate in RFC, ROM analysis and prioritization with HBE. Provide input to release notes

- h. Support UAT: triage and revalidate reopened defects associated to HPF, Batch, EDI. Provide clarification to UAT team for testing scenarios to be executed. Conduct WebEx based testing with UAT team for defects reopened incorrectly
- i. Participate in EDI/Invoice meetings/workgroups, meetings with DSHS/ES, meetings with HCA as requested by HBE. Management, Functional, PMO resources can support up to 4 hours per week per person for meetings/workgroups with HBE. Development, Testing, and Infra resources can support up to 2 hours per week per person for meetings/workgroups with HBE. Participation in additional meetings requires reprioritization of assigned activities
- j. Defect fix capacity will be reduced when team needs to support other key activities such as generating 1095 forms, Trial Eligibility, Open Enrollment support

#### **4. APPLICATION DEVELOPMENT ACTIVITIES – DATA FIXES**

##### **4.1. Day-to-day (5 days each week, 8:00AM to 5:00PM Pacific) –**

- a. Attend M&O daily/weekly meetings
- b. Participate with HBE to prioritize data fixes to be deployed in Production and associated schedule
- c. Create and Update JIRA dashboard with data fix information. Review and update CRM tool
- d. Execute data fixes in production environment
- e. Data fix capacity: up to 20 mutually agreed upon data fixes per month

##### **4.2. AS-NEEDED SERVICES –**

- a. Triage ZenDesk tickets, create JIRA ticket. Requires input from Functional team
- b. Determine root cause (RCA) for data fix, and develop data fix scripts based upon the prioritization.
- c. Participate in RCA for code defects (as appropriate) needing these data fixes. Provide input to release notes
- d. Unit and Integration test data fix scripts in INT/STRESS environment as applicable, provide results to HBE for approval to deploy in production
- e. Coordinate UAT with HBE UAT team, provide pre- and post-validation for HBE
- f. Execute data fixes in Production, perform post implementation verification (some data-fixes are run through a pilot before the complete fix is deployed into production)
- g. Return ZenDesk tickets to HBE after completing post implementation validation and deployment
- h. Update CRM tool, JIRA and ZenDesk tickets post resolution and follow up with HBE for closure of each ticket
- i. Participate in EDI/Invoice meetings/workgroups, meetings with DSHS/ES, meetings with HCA as requested by HBE. Management, Functional, PMO resources can support up to 4 hours

per week per person for meetings/workgroups with HBE. Development, Testing, and Infra resources can support up to 2 hours per week per person for meetings/workgroups with HBE. Participation in additional meetings requires reprioritization of assigned activities

- j. Additional data fix support is anticipated during key activities such as generating 1095 forms

## **5. APPLICATION DEVELOPMENT ACTIVITIES – ZENDESK TICKETS TRIAGE**

### **5.1. Day-to-day (5 days each week, 8:00AM to 5:00PM Pacific) –**

- a. Provide environment support (post implementation validation of property file updates, restarts)
- b. Run daily and ad-hoc status reports to monitor and track progress against plans

### **5.2. AS-NEEDED SERVICES –**

- a. Review incoming tickets and validate required fields are correctly populated
- b. Triage and reproduce issue in lower environment
- c. Work with HBE for tickets marked in “More Info CSR” or “Request For Cancellation”
- d. Create JIRA and categorize as data fix, data fix enhancement or code fix
- e. Work with appropriate SI team (development, testing, infrastructure, security) for triaging related tickets and determining RCA
- f. Execute queries in production reporting database to help triage defect(s)
- g. Update ZenDesk tickets post resolution and follow up with HBE for closure
- h. Participate in RFC, ROM analysis and defect prioritization with HBE. Provide input to release notes
- i. Participate in EDI/Invoice meetings/workgroups, meetings with DSHS/ES, meetings with HCA as requested by HBE. Management, Functional, PMO resources can support up to 4 hours per week per person for meetings/workgroups with HBE. Development, Testing, and Infra resources can support up to 2 hours per week per person for meetings/workgroups with HBE. Participation in additional meetings requires reprioritization of assigned activities

## **6. PROJECT MANAGEMENT ACTIVITIES**

### **6.1. Day-to-day (5 days each week, 8:00AM to 5:00PM Pacific) –**

- a. Deliver following reports: Weekly Status Report and Weekly joint PMO report
- b. Provide support for following meetings: Weekly Joint PMO Meeting, Weekly Project Status and PM Meeting
- c. Complete Monthly M&O SLA report deliverable and track for approval
- d. Support analysis/submission of up to 1 RFC response each week

- e. Create and update consolidated project plan for SI Consulting activities
- f. Work with HBE to create Amendments
- g. Create and track Invoices for completed work and approved Deliverables

## **6.2. AS-NEEDED SERVICES –**

- a. Participate in additional prioritization meetings as required
- b. Track and complete change requests (RFC/ROMs) requested by HBE, including acceptance, assignment, escalation, QA, submission and follow up with HBE and SI resources
- c. Complete staff on-boarding and off-boarding activities. Coordinate with HBE as needed
- d. Management, PMO resources can only take up 2 hours of ad-hoc work from HBE in a week. Additional work requires reprioritization of assigned activities

## **7. ENHANCEMENT ACTIVITIES**

Enhancements are provided at a fixed hourly rate and includes the following -

- a. RFC ROM and LOE assessment
- b. Design
- c. Development
- d. Unit testing and integration testing
- e. UAT support
- f. Deployment
- g. Post go live support

## **8. HOSTING AND MANAGED SERVICES**

- a. Manage and Monitor the network Firewall, IDS/IPS, and network settings at the data center (secondary to WAHBE)
- b. Manage and Monitor Servers including OVM, Load Balancer, OS patching, database patching, SAN, applicable Server monitoring (secondary to WAHBE)
- c. Monitor Oracle database, Oracle Web Tier, Oracle API Gateway, WebLogic, AEM, ImageNow, IDM suite, OPA, SOA suite, and Piwik
- d. Conduct Backup management including backup tools and backup and retention schedule (secondary to WAHBE)
- e. Conduct License management including manage product licenses, SSL certificates, support renewal (secondary to WAHBE)



- f. Conduct Disaster Recovery (DR) failover management including data replication, data guard, annual DR Test, 1-hour RPO, 4-hour RTO (secondary to WAHBE)
- g. Conduct Disaster Recovery (DR) failover management including provide scenarios, execute scenarios during DR test, support annual DR test
- h. Conduct Data center management including reviewing and approving change tickets for O&M activities and reviewing approving change requests/service order forms for enhancements
- i. Provide Environment support (Development, Integration, UAT, Stress, Training, PRD, DR) for Database Server, Hardware, Network, Firewall, Load Balancer and Operating System (secondary to WAHBE)
- j. Provide Environment support (Development, Integration, UAT, Stress, Training, PRD, DR) above Operating System
- k. Complete Build Management and Deployment: Application Software, Database
- l. Monitor Batch Jobs
- m. Approve Code Migrations and Data Fixes to Production (secondary to WAHBE)
- n. Complete Data Maintenance (Data Fixes)
- o. Manage relevant code streams
- p. Install and maintain applicable COTS software that supports HPF application
- q. Manage Interface partner including Carriers, DSHS, Federal Hub, CMS, KP, BD, CDST, and Provider 1 (secondary to WAHBE)
- r. Maintain interface connectivity including Web services, EDI, and SFTP (secondary to WAHBE)
- s. Review batch business errors and exception records provided
- t. Conduct Database Administration including database changes, database performance tuning, data fixes, Support of conversion activities, and Support of Stress test activities
- u. Conduct capacity planning including review current capacity – hardware/SAN, add new or upgrade servers/devices, storage management, add RAM/CPU/disk on servers based on new requirements (secondary to WAHBE)
- v. Conduct and participate in Secure-24 meetings including weekly status calls, capacity planning meetings, executive leadership meetings (secondary to WAHBE)
- w. Ensure Compliance with IRS/NIST/CMS security standards including IRS annual audits, SIEM/IDS and logging and reporting for the Infrastructure, network layer and servers (secondary to WAHBE)
- x. Receive advisory notifications on upcoming maintenance activities / security alerts (secondary to WAHBE)

## **9. ADDITIONAL AS-NEEDED ACTIVITIES (CURRENTLY NOT IN SI O&M CONTRACT SCOPE)**

- a. Training for RFC, helpdesk aids, training environment support, call center support and associated resources
- b. Requirements gathering, design, development, test scenario creation, test execution and UAT support for RFCs
- c. Support DEV1, INT1, UAT1 environments if enhancements for more than 10,000 hours per year need to be completed
- d. Post production deployment support for RFCs
- e. Utility CR/RFCs and data fix enhancements (including data fix hours reporting)
- f. New reports
- g. Changes to Infrastructure
- h. Software/Product upgrades (that may require additional hardware/software, extended testing, changes to HPF application)
- i. Product upgrade including upgrade to a new release or applying product patch set on existing release that require parallel environments
- j. Monthly security scans starting 2017
- k. Compliance updates to CMS and IRS compliance documentation
- l. Monthly HPF application security scan