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*Washington Health Benefit Exchange*

Request for Qualifications and Quotations

HBE 17-009

*Full Service Enrollment Center*

**Release Date: July 10, 2017**

**Responses Due: August 11, 2017**

**Request for Qualifications and Quotations**

***Full Service Enrollment Center (Storefront)***

**HBE 17-009**

**Released by**

**Washington Health Benefit Exchange**

**RFQQ release date: July 10, 2017**

**Responses due:** **August 11, 2017 3:00 p.m. PT** (**electronically received)**

# INTRODUCTION

## The Washington Health Benefit Exchange, hereafter referred to as “the Exchange” or “HBE”, is initiating this Request for Qualifications and Quotations (RFQQ) to establish and operate up to five full-service insurance storefront/enrollment centers to provide customers access to assistance enrolling in health insurance coverage through the Washington Healthplanfinder. At a minimum, enrollment centers awarded as a result of this RFQQ must be open and actively providing services during the open enrollment period for 2018 health insurance coverage (November 1 through January 15). However, contracts may be awarded to enrollment centers that operate outside this period as well.

The Exchange has prioritized enrollment centers in geographic areas of higher population and areas where Exchange enrollment has been lower than expected. Those areas and the estimated number of uninsured in these areas, in priority order, include:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Service Areas (in priority order)** | **Estimated uninsured in county between 139%-400% FPL\*** | **Estimated uninsured in county over 400% FPL\*** | **Total Estimated Uninsured** |
| 1 | Seattle/King County (preferred site: 98023, 98032, 98168, 98198) | 29,300 | 9,800 | 39,100 |
| 2 | Pierce County/Tacoma  (preferred site: 98387, 98404, 98444-98445) | 18,800 | 6,200 | 25,000 |
| 3 | Everett/Snohomish County (preferred site: 98203-98204, 98208, 98270-98271) | 16,750 | 6,100 | 22,850 |
| 4 | Clark County/Vancouver (preferred site: 98661, 98662, 98682) | 14,000 | 3,100 | 17,100 |
| 5 | Benton-Franklin Counties (preferred site: 99336, 99337, 99301) | 8,300 | 1,700 | 10,000 |

\*Estimates by the Washington [State Office of Financial Management](http://www.ofm.wa.gov/researchbriefs/2016/brief077.pdf) based on 2016 coverage data.

The Exchange will award up to five contracts as a result of this RFQQ. The successful Vendor(s) will perform the responsibilities and duties defined in Section 2, Scope of Work, throughout the term of the resulting Contract.

## 1.2 Exchange Background

The Exchange is a health insurance marketplace where consumers may enroll and renew coverage in Qualified Health Plans and Washington Apple Health (Medicaid). The ***Washington Healthplanfinder*** web portal provides access to the Exchange’s marketplace. The marketplace also provides consumer assistance through a Customer Support Center, licensed agents and brokers, certified navigators, and other community partners. Information is available to learn more about the Exchange, including access to the Exchange’s [2017 Enrollment Report](https://www.wahbexchange.org/wp-content/uploads/2017/04/HBE_EN_170419_April_Enrollment_Report.pdf), at [www.wahbexchange.org](http://www.wahbexchange.org).

## 1.3 Purpose

Vendors selected under this RFQQ must establish and operate a *Washington Healthplanfinder* health insurance storefront/enrollment center. The enrollment center must be in operation, at a minimum, during the open enrollment period beginning November 1, 2017 and ending January 15, 2018 for the purpose of enrolling consumers in health insurance through ***Washington Healthplanfinder***.

## 1.4 Authority

The Washington Health Benefit Exchange issues this Request for Qualifications and Quotations pursuant to Chapter 43.71 RCW. Chapter 43.71 RCW is the statute that establishes the Exchange and the Exchange Board.

## 1.5 Who can apply?

Brokers or broker organizations registered with the Exchange to enroll through ***Washington Healthplanfinder*** with at least 2 years of experience and who have enrolled a minimum clientele of 75 QHP enrollees and a minimum of 25 Washington Apple Health enrollments are eligible to apply.

# 2 SCOPE OF WORK

The Vendor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of the work outlined below:

## 2.1 Enrollment Center Site

## Vendor shall secure a site with adequate space for enrollment center activities throughout the duration of the open enrollment period. The site must be a clean, safe, professional setting in an area with businesses and/or services in close proximity that result in high consumer traffic that includes people of varied income levels.

### The site may be an existing business location for the vendor or may be a temporary location secured for the open enrollment period.

### Wireless internet access must be available.

### The site must provide adequate privacy for meeting with consumers one-on-one.

### The site must be in close proximity to public transportation and be physically accessible for individuals with disabilities.

### The Vendor must display banners, posters, logos and other items internally and externally to identify the site as a *Washington* *Healthplanfinder* enrollment site. The Vendor must also place Exchange-provided marketing and education material in prominent locations for consumer use.

***2.2 Enrollment Center Operations and Staff***

## The Vendor will manage daily operations of the enrollment center, including staffing, to ensure sufficient assistance is available during hours of operation. The Vendor must anticipate and provide adequate staffing during peak enrollment periods related to enrollment deadlines.

## a. Broker organizations are encouraged to engage certified Navigator organizations or other broker organizations to participate in enrollment center activities to assure adequate capacity.

## Both brokers and navigators may provide consumer assistance and/or consumer education activities at the enrollment center.

## All brokers enrolling individuals in Washington Healthplanfinder must be registered or certified by the Exchange.

## 2.3 Enrollment Center Hours of Operation

## Enrollment centers shall establish, post, and adhere to regular business hours, generally reflecting the customary hours of surrounding businesses. Evening and weekend hours are preferred to meet enrollment assistance needs of those who need assistance outside regular business hours. Enrollment centers will also be open extended hours to accommodate increased enrollment volume around key enrollment deadlines. Enrollment centers will accommodate consumers who walk in and those who schedule appointments in advance throughout open enrollment.

## 2.4 Required Services

## Vendors shall deliver the following services at enrollment centers:

## Answer consumer questions about enrollment through Washington Healthplanfinder.

1. Assist individuals to complete an application and receive eligibility results.
2. Explain eligibility results and all plan options, and facilitate plan selection and enrollment in Qualified Health Plans, Qualified Dental Plans and Washington Apple Health.
3. Assist individuals with health insurance coverage renewals.
4. Update accounts for individuals reporting changes.
5. Offer consumer health insurance education resources.

# 3 EXCHANGE SUPPORT FOR ENROLLMENT CENTERS

The Exchange will support enrollment centers as follows:

## Designate a project manager to coordinate with the Vendor throughout open enrollment.

## Refer potential QHP consumers to enrollment centers through direct consumer communication, the HBE call center, and leads generated from Washington Healthplanfinder.

## Access to system and application support from designated HBE broker support related to Washington Healthplanfinder issues.

## Local advertising/marketing in cooperation with Vendor (signage, radio, weeklies, earned media through HBE press releases, social media and web resources)

## Print/video material, including marketing and consumer education items.

## Technical assistance and support to address unexpected needs or issues.

## Assistance with costs related to operations (see Section 6, Compensation).

### 4 DELIVERABLES

## Beginning November 1, 2017 and through the duration of the Contract, Vendors shall submit weekly reports to validate their activities and performance, using a format and timeline established by the Exchange.

# PERIOD OF PERFORMANCE

The initial period of performance of the Contract(s) resulting from this RFQQ is October 1, 2017 through June 30, 2018. At HBE’s sole discretion, the Contract may be amended and extended for up to two (2) additional years, in whatever time increments HBE deems appropriate, not to exceed June 30, 2020.

# COMPENSATION

1. Vendors must submit bids for the entire open enrollment period. Bids must include costs to the Vendors that are **over and above** their usual costs of business; and are directly related to operating the insurance storefront/enrollment center.
2. Maximum compensation available per enrollment center is $50,000 in a priority area, as outlined in Section 1 of this RFQQ or other area of high population. A maximum compensation of $25,000 is available for enrollment centers in other communities.
3. Compensation is based on the successful completion and submission of monthly reports, as described in Section 4.
4. Enrollment commissions are established and paid by insurance carriers.

# INSTRUCTIONS: VENDOR RESPONSE

## In order to be considered responsive to this RFQQ, vendors must submit both a completed and signed Certification and Assurances form (attached as Appendix A) and a completed and signed Enrollment Center Application (attached as Appendix B).

## Late responses will not be accepted and will automatically be disqualified from further consideration. Provide the information in the order and manner described herein. Responses must provide complete, concise information regarding the Vendor’s experience and ability to provide the services required.

## RFQQ Coordinator and Submission of Response

Coordinator: Erin Hamilton, CPPB

Responses Due: **August 11, 2017** – **3:00 p.m. PT (electronically transmitted)**

Delivery Method: E-mailed to [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org)

The response must be provided in unrestricted Microsoft Word or Excel software. The email subject line should clearly indicate the response is for Exchange RFQQ HBE 17-009.

## Schedule

This RFQQ is being issued under the following Schedule. Required Response deadlines are mandatory and non-negotiable. Failure to meet any of the required deadlines (dates and times) will result in disqualification from participation.

|  |  |  |
| --- | --- | --- |
| **Item** | **Action** | **Due Date** |
| 1 | Exchange issues RFQQ | July 10, 2017 |
| 2 | Vendors may submit written questions about the RFQQ until 3:00 p.m. PT | July 19, 2017 |
| 3 | Exchange issues written responses in an Addendum by 5:00 p.m. PT | July 28, 2017 |
| 4 | Vendors RFQQ application packet due by 3:00 p.m. PT | August 11, 2017 |
| 5 | Exchange completes response evaluations | August 31, 2017 |
| 6 | Exchange notifies Apparent Successful Vendor (ASV) and begins contract negotiations. Non-ASV’s may request a debriefing within 5 business days of ASV notice. | September 5, 2017 |
| 7 | Vendor optional debriefings | Sept. 11 – 15, 2017 |
| 8 | Contract execution | October 1, 2017 |

The Exchange reserves the right to revise this Schedule. Items 1-4 may be revised at any time by written addendum. Dates listed for items 5-8 are approximate and may be changed at any time without notice.

# RFQQ RESPONSE

Using the template attached as Exhibit B, respond to the following:

### Organization Information (Mandatory, Not Scored)

* 1. Company name, including “Doing Business As / DBA” (legal business name)
  2. Legal status (e.g. corporation, sole proprietor, etc.);
  3. Company street address
  4. Federal Identification Number; Washington UBI Number
  5. Company contact name
  6. Contact telephone number; Email address
  7. Name of individual authorized to legally bind the Vendor to a contractual relationship, e-signature, and date

### Experience of Person Managing the Storefront/Enrollment Center (Mandatory, Pass/Fail)

Describe the accountable person’s experience in the following areas:

1. Experience managing a contract, project, or activity of similar size and scope.
2. Two or more years’ experience working for the organization named in the application.
3. Strong knowledge of the Affordable Care Act and Health Benefit Exchange operations.
4. Strong knowledge of Qualified Health Plans, Qualified Dental Plans, health insurance premium tax credits, and Washington Apple Health.
5. Strong knowledge related to enrollment through ***Washington*** ***Healthplanfinder;*** and/or experience supervising Exchange registered brokers.

### Enrollment Center Site and Hours of Operation (Mandatory, Scored)

Describe the proposed Storefront/Enrollment Center, as follows:

1. Physical address of enrollment center.
2. Length of time the Vendor has delivered services in this geographic area.
3. If using an existing site, length of time the Vendor has been located at this site.
4. Describe the businesses that are in close proximity to the site.
5. Describe the visibility of the building from the main road people will use to get to the site.
6. Describe your ability to affix large external signage to the building and use sandwich boards or other stand-alone enrollment center identifiers.
7. Describe the reasons you feel this site will attract a large number of consumers.
8. Submit internal and external photos depicting storefront from the main paths of consumer travel, parking availability, internal customer service areas (reception, one-on-one counseling, etc., self-serve area, etc.).
9. List the proposed days and hours of operation for the storefront, including availability outside regular business hours.
10. List the proposed duration of operation of the storefront (November 1 – January 15 only, year-round, etc.).

### Organization/Partner Experience (Mandatory, Scored)

Describe the experience and qualifications for the Vendor and partner organization staff who would oversee and/or deliver services at the enrollment center and who would perform the enrollment center services described herein, as follows:

##### Name, title, and duties of each person working at the enrollment center.

##### Professional licenses and year issued

1. Length of time as an Exchange registered broker or certified navigator.

##### Specific or unique skills, such as languages other than English that team members are competent to speak, sign language interpretation, Exchange navigator-enhanced user, financial counseling, tax accounting or tax preparation, or other pertinent skills.

1. Current number of QHP enrolled customers
2. Current number of Washington Apple Health enrolled customers

### Capacity and Resources (Mandatory, Scored)

Describe the capacity and resources of the Vendor, as follows:

* 1. Other types of insurance or professional services offered by the Vendor.
  2. Minimum number of people available at the site during regular business hours.
  3. QHP enrollment goals (new QHPs and renewal QHPs).
  4. Organization’s total volume of current QHP and Washington Apple Health enrollment.

1. **Additional Considerations (Optional, Scored)**

Describe any additional factors related to your organization’s qualifications, the site selected, or other considerations that HBE should include in its evaluation of your request to operate a storefront.

1. **Total Cost (Mandatory, Scored)**

Provide a not-to-exceed bid for the full cost of operating the enrollment center using the worksheet included in the application packet (Exhibit B). The bid shall include all costs for which the Vendor is seeking reimbursement from the Exchange and may include categories for rent/lease of temporary site, equipment, printing/postage, temporary staffing, internet and telephone services, and other (to be defined by Vendor). Costs must be **over and above** the Vendor’s usual operating expenses incurred as a direct result of operation of the enrollment center.

Maximum compensation available per enrollment center is $50,000 in a priority area, as outlined in Section 1 of this RFQQ, or other area of high population. The maximum compensation available for enrollment centers in other communities is $25,000.

# EVALUATION AND SELECTION CRITERIA

The Exchange will evaluate Vendor responses as outlined on the application template. The Exchange will assign scores based upon a Vendor’s responses on the application template. The Exchange reserves the right to check all references and may choose to contact references only for the Vendor with the top scores.

|  |  |  |
| --- | --- | --- |
| **Section** | **Requirements/Criteria** | **scoring/Weight** |
| 8b | Experience of the person managing the storefront/enrollment center | *Pass/Fail* |
| 8c | Enrollment Center Site and Hours of Operation | 30% |
| 8d | Organization/Partner Experience | 30% |
| 8e | Capacity and Resources | 20% |
| 8f | Additional Considerations | 5% |
| 8g | Total Cost | 15% |
|  | **TOTAL** | **100%** |

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# RFQQ ADMINISTRATION

1. **Communications Only Through the RFQQ Coordinator**

Unauthorized contact regarding this solicitation with any other Exchange employee may result in disqualification. The RFQQ Coordinator and authorized Exchange employee for RFQQ inquiries and submissions is Erin Hamilton, HBE Contracts Manager at [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org).

1. **Vendor Questions and Exchange Answers**

Vendor questions regarding this RFQQ will be accepted until the dates and times specified in RFQQ Section 7.d Schedule. Early submission of questions is encouraged. Vendor questions must be submitted in writing via e-mail to the RFQQ Coordinator at the email address listed below.

Erin Hamilton, Contract Manager

RE: Exchange RFQQ 17-009

Email: [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org)

The Exchange’s official written answers to the Vendor’s questions will be posted to the Exchange’s procurement webpage <http://www.wahbexchange.org/about-the-exchange/what-is-the-exchange/vendor-procurements/> as an addendum. Please check both resources regularly for RFQQ updates, amendments and other addenda.

Only written responses posted to the Exchange’s procurement webpage will be considered official and binding.

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

| **Question #** | **Document Name** | **Section # and Title** | **Page or Paragraph#** | **Question** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  |  |

1. **Optional Debriefing**

After the Exchange releases the name of the Apparently Successful Vendor (ASV), vendors who submitted a response but were not selected as an ASV, will be given the opportunity for a telephone debriefing conference, if requested. The request must be made in writing (email acceptable) and received by the RFQQ Coordinator within five business days after notification of the ASV. A debriefing will be scheduled within two business days of the request. The debriefing will be limited to a review of the requestor’s response only.

1. **RFQQ Amendments**

## The Exchange reserves the right to amend this RFQQ. Amendments and all communications regarding this RFQQ will be posted to the Exchange procurement webpage.

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

1. **Protest Procedures**

The Exchange Protest Procedures are detailed in Appendix C Protest Procedures.

1. **The Exchange’s Right to Cancel**

The Exchange reserves the right without penalty to cancel this RFQQ at any time, reject any and all responses received, or not to execute a Contract from this RFQQ. The release of this RFQQ does not obligate the Exchange to contract for the services specified in this RFQQ. The Exchange shall not be liable for any costs incurred by a Vendor in preparation of a proposal submitted in response to this RFQQ, or any activity related to responding to this RFQQ.

1. **E-mail**

E-mail is to be used for all communications required in this RFQQ. The Exchange may also communicate with the Vendor utilizing the same methods. THE Exchange will also post any formal communications to the Exchange procurement webpage.

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

1. **Contractual Requirements**

To be responsive, vendors must indicate a willingness to enter into a Contract subject to the Exchange standard terms and conditions, Appendix D – Contract Terms and Conditions (sample), by signing Appendix A – Certifications and Assurances.

1. **Errors in Response**

## HBE is not liable for any errors in vendor responses. Vendors will not be allowed to alter response documents after the response due date. Vendors are liable for all errors or omissions contained in their responses. Corrections to the response submitted prior to the due date must include the agency name and must reference the RFQQ section number, title and page number of the vendor application where it is to be inserted.

1. **Waive Minor Administrative Irregularities**

HBE reserves the right to waive minor administrative irregularities contained in any vendor response. Additionally, HBE reserves the right, at its sole option, to make corrections to a vendor’s response when an obvious arithmetical error has been made in the price quotation. Vendors will not be allowed to make changes to their quoted pricing after the response submission due date.

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1. **Order of Precedence**

If any provision of this RFQQshall be deemed to be in conflict with any statute or rule of law, such provisions shall be deemed modified to conform to said statute or rule of law. In the event of inconsistency in any other documents related to transactions executed pursuant to the RFQQ, the inconsistency shall be resolved in the order of precedence stated below:

1. Applicable federal and state statutes, laws, and regulations
2. Appendix A Certifications and Assurances
3. The Terms and Conditions of this RFQQ
4. Appendix D – Sample Contract Terms and Conditions
5. Any statement of work issued as a result of this RFQQ
6. The vendor’s response to this RFQQ
7. **Publicity**

## The apparently successful vendor agrees to submit to HBE all advertising, sales promotion, and other publicity matters relating to any products and services furnished by the vendor wherein HBE’s name is mentioned or language used from which the connection of HBE’s name therewith may, in HBE’s judgment, be inferred or implied. The vendor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of HBE.

1. **Washington State Sales Tax**

Vendors responding to this RFQQmust be registered with the Washington State Department of Revenue and must collect and report all applicable state taxes, including the Washington State sales tax as prescribed by law.

1. **Cost of RFQQ Response Preparation**

HBE will not reimburse vendors for any costs associated with the preparation and submission of a vendor’s response to this RFQQ.

1. **Best and Final Offer**

HBE reserves the right to make an award without further discussion of the response submitted; there will be no best and final offer procedure. Therefore, the response should be initially submitted on the most favorable terms that the vendor can offer.

1. **Response Property of HBE**

All materials submitted in response to this RFQQbecome the property of HBE. HBE has the right to use any of the ideas presented in any response to the RFQQ. Selection or rejection of a response does not affect this right.

1. **Proprietary or Confidential Information**

Any vendor’s information contained in the response that is proprietary or confidential must be clearly designated. Marking of the entire response or entire sections of the response as proprietary or confidential will neither be accepted nor honored. HBE will not accept responses where pricing is marked proprietary or confidential.

To the extent consistent with Chapter 42.56 RCW Public Disclosure Act, HBE shall maintain the confidentiality of vendor’s information marked confidential or proprietary. If a request is made to view a vendor’s proprietary information, HBE will notify vendor of the request and of the date that the records will be released to the requester unless the vendor obtains a court order enjoining that disclosure. If the vendor fails to obtain the court order enjoining disclosure, HBE will release the requested information on the date specified.

**APPENDICES:**

Appendix A: Certifications and Assurances Form (required submittal)

Appendix B: Enrollment Center Application (required submittal)

Appendix C: Protest Procedures

Appendix D: Sample HBE Contract Terms and Conditions

**APPENDIX A**

**CERTIFICATIONS AND ASSURANCES**

**For RFQQ 17-009 Full Service Enrollment Center**

**Issued by the Washington Health Benefit Exchange**

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

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

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

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

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

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

We (circle one) **are / are not** submitting proposed Contract exceptions (see Section 4: *Contract* *Requirements*).

|  |  |  |
| --- | --- | --- |
| Vendor Signature |  | Vendor Company Name |
| Title |  | Date |

**APPENDIX B**

**Application Template for Full Service Enrollment Center**

**2017 Navigator Program Services – RFQQ HBE 17-009**

***Instructions***: Applicants interested in being considered for RFQQ HBE 17-009 will use this template to submit their response. The RFQQ item # on the template refers to the RFQQ referenced section for that question. Some sections identify a word limit for the response. Exceeding a word limit will not disqualify a proposal; however, if a response exceeds the word limit, the response will be evaluated based only on the portion of the response up to the word limit for that question.

**This template has been formatted as a protected document. To ‘navigate through, click into each field and make your entries (do not tab).**

In order to be considered responsive, your response to RFQQ 17-009 must include all of the following:

* + - * Exhibit A, Certifications and Assurances, signed by the authorized Vendor representative
* This completed and signed application template (Exhibit B); and
* Internal and external photos of storefront site (your response to 8.c.8 below).

|  |  |  |
| --- | --- | --- |
| RFQQ Item # | Category/Details | Maximum Points |
| **8.a** | **Organization Information**   1. Company name, including DBA:Click or tap here to enter text. 2. Legal status (e.g., sole proprietor, corporation, etc.): Click or tap here to enter text. 3. Company Street address: Click or tap here to enter text. 4. Federal identification number: Click or tap here to enter text. Washington UBI number: Click or tap here to enter text. 5. Company Contact name: Click or tap here to enter text. Email address: Click or tap here to enter text. 6. Contact telephone number Click or tap here to enter text. 7. Name of individual authorized to legally bind the vendor to a contractual relationship with the Exchange: Click or tap here to enter text.   Enter authority’s e-signature: Click or tap here to enter text.  Date: Click or tap here to enter text. | **Mandatory (not scored)** |
| **8.b** | **Experience of Person Managing the Storefront/Enrollment Center**   1. Name of person who would manage the storefront: Click or tap here to enter text. 2. Describe the experience and length of time the person has managing a contract, project, or program of similar size and scope: Click or tap here to enter text. 3. How long has this person worked for your organization? Click or tap here to enter text. 4. Describe the person’s depth of knowledge regarding the Affordable Care Act and the Health Benefit Exchange operations: Click or tap here to enter text. 5. Describe the person’s depth of knowledge related to Qualified Health Plans, health insurance premium tax credits, and Washington Apple Health: Click or tap here to enter text. | **Mandatory (Pass/fail)** |

|  |  |  |
| --- | --- | --- |
| **8.c** | **Enrollment center site and hours of operation:**   1. Physical address of enrollment center (street, city, zip, county): Click or tap here to enter text. 2. Length of time the Vendor has delivered services in this geographic area: Click or tap here to enter text. 3. Length of time the Vendor has been at this site: Click or tap here to enter text. 4. Describe the businesses that are in close proximity to the site: Click or tap here to enter text. 5. Describe the visibility of the building from the main road people will use to get to the site: Click or tap here to enter text. 6. Describe your ability to affix large external signage to the building and use sandwich boards or other enrollment center identifiers: Click or tap here to enter text. 7. Describe the reasons you feel this site will attract a large number of consumers: Click or tap here to enter text. 8. Internal and external photos depicting storefront from the main paths of consumer travel, parking availability, internal customer service areas (reception, one-on-one counseling, etc., self-serve area, etc. ) are included in the application packet: Yes No 9. What are the center’s scheduled days/hours of operation: Click or tap here to enter text.Describe the ability to maintain availability outside regular business hours: Click or tap here to enter text. 10. What is the proposed duration of the operation of the storefront (11/1/17 – 1/15/18, year-round, etc.)? Click or tap here to enter text. | **Mandatory (scored)** |
| **8.d** | **Organization/partner experience**  Brief summary of experience and qualifications for the Vendor’s and/or partner’s organization staff:  **Staff Member 1:**   1. Name, title, and duties at the enrollment center: Click or tap here to enter text. 2. Professional licenses and year issued/Exchange registrations: Click or tap here to enter text. 3. Length of time as an Exchange registered broker or navigator: Click or tap here to enter text. 4. Specific or unique skills, such as languages other than English that team members are competent to speak, sign language interpretation, Exchange navigator-enhanced user, financial counseling, tax accounting or tax preparation, or other pertinent skills: Click or tap here to enter text. 5. Current number of QHP enrolled clients: Click or tap here to enter text. 6. Current number of Washington Apple Health enrolled clients: Click or tap here to enter text.   **Staff Member 2:**   1. Name, title, and duties at the enrollment center: Click or tap here to enter text. 2. Professional licenses and year issued: Click or tap here to enter text. 3. Length of time as an Exchange registered broker: Click or tap here to enter text. 4. Specific or unique skills, such as languages other than English that team members are competent to speak, sign language interpretation, Exchange navigator-enhanced user, financial counseling, tax accounting or tax preparation, or other pertinent skills: Click or tap here to enter text. 5. Enrollment volume of *Washington Healthplanfinder* QHPs: Click or tap here to enter text. 6. Enrollment volume of Washington Apple Health: Click or tap here to enter text.   **Staff Member 3:**   1. Name, title, and duties at the enrollment center: Click or tap here to enter text. 2. Professional licenses and year issued: Click or tap here to enter text. 3. Length of time as an Exchange registered broker: Click or tap here to enter text. 4. Specific or unique skills, such as languages other than English that team members are competent to speak, sign language interpretation, Exchange navigator-enhanced user, financial counseling, tax accounting or tax preparation, or other pertinent skills: Click or tap here to enter text. 5. Enrollment volume of *Washington Healthplanfinder* QHPs: Click or tap here to enter text. 6. Enrollment volume of Washington Apple Health: Click or tap here to enter text.   **Staff Member 4:**   1. Name, title, and duties at the enrollment center: Click or tap here to enter text. 2. Professional licenses and year issued: Click or tap here to enter text. 3. Length of time as an Exchange registered broker: Click or tap here to enter text. 4. Specific or unique skills, such as languages other than English that team members are competent to speak, sign language interpretation, Exchange navigator-enhanced user, financial counseling, tax accounting or tax preparation, or other pertinent skills: Click or tap here to enter text. 5. Enrollment volume of *Washington Healthplanfinder* QHPs: Click or tap here to enter text. 6. Enrollment volume of Washington Apple Health: Click or tap here to enter text.   **Staff Member 5:**   1. Name, title, and duties at the enrollment center: Click or tap here to enter text. 2. Professional licenses and year issued: Click or tap here to enter text. 3. Length of time as an Exchange registered broker: Click or tap here to enter text. 4. Specific or unique skills, such as languages other than English that team members are competent to speak, sign language interpretation, Exchange navigator-enhanced user, financial counseling, tax accounting or tax preparation, or other pertinent skills: Click or tap here to enter text. 5. Enrollment volume of *Washington Healthplanfinder* QHPs: Click or tap here to enter text. 6. Enrollment volume of Washington Apple Health: Click or tap here to enter text.   ***(To add more staff, copy the fields above on an additional sheet)*** | **Mandatory (scored)** |
| **8.e** | **Capacity of the Vendor to deliver services Including:**   1. Other types of insurance or professional services offered by the Vendor: Click or tap here to enter text. 2. Minimum number of people available at the site during regular business hours: Click or tap here to enter text. 3. QHP enrollment goals: Click or tap here to enter text. 4. Organization’s total volume of current QHP and WAH enrollment: Click or tap here to enter text. | **Mandatory (scored)** |

|  |  |  |
| --- | --- | --- |
| **8.f** | **Additional Considerations**  Explain any additional factors related to your organization’s qualifications, the site selected, or other considerations that HBE should include in its evaluation of your request to operate a storefront: Click or tap here to enter text. | **Optional (scored)** |
| **8.g** | **Total Cost and Bid**  Include full cost of operating the enrollment center, including all costs for which the vendor is seeking compensation from the Exchange  **Rent/lease of site: $**Click or tap here to enter text.  **Phone/internet: $**Click or tap here to enter text.  **Equipment (itemize): $**Click or tap here to enter text.  **Other (itemize): $**Click or tap here to enter text.  **Other (itemize): $**Click or tap here to enter text.  **Total Cost to Operate the Enrollment Center/Storefront: $**Click or tap here to enter text.  **In Kind-Contributions: $** Click or tap here to enter text.  **Bid/ Total Cost to HBE: $**Click or tap here to enter text. | **Mandatory (scored)** |



**APPENDIX C**

**PROTEST PROCEDURES**

A. Procedure

This protest procedure is available to Vendors who submitted a Response to this solicitation, were not selected as Apparently Successful Vendors, and have participated in a debriefing conference.

Protests are made to HBE after HBE has announced the Apparently Successful Vendors for this solicitation. Vendor protests shall be received by the RFQQ Coordinator, by email, within five (5) Business Days after the Vendor debriefing conference.

B. Grounds for protest are:

1. Arithmetic errors were made in computing the Vendor’s evaluation score;

2. The Exchange failed to follow procedures established in the solicitation document, or applicable state or federal laws or regulations; or

3. There was bias, discrimination or conflict of interest on the part of an evaluator.

**Protests based on criteria or grounds not listed in Section B (1-3) will not be considered.**

C. Format and Content

Vendors making a protest shall include in their written protest to HBE all facts and arguments upon which the Vendor is basing its protest, and shall be signed by a person authorized to bind the vendor to a contractual relationship. Vendors may forward the written request via email to the RFQQ Coordinator. The email submission must contain the authorized person’s signature and be received within the timeframe established in Section 7 RFQQ Schedule. The protest letter shall, at a minimum, provide:

1. Information about the protesting Vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest;

2. Specific and complete statement of the Exchange action(s) being protested;

3. Specific reference to the grounds for the protest (see Section B above); and

4. Description of the relief or corrective action requested.

D. HBE Review Process

Upon receipt of a Vendor's protest, HBE will postpone signing Contract(s) with the Apparently Successful Vendor(s) until all Vendor protests have been resolved. HBE will perform an objective review of the protest, by individuals not involved in the acquisition process being protested. The review shall be based on the written protest material submitted by the Vendor and all other relevant facts known to HBE. HBE will render a written decision to the Vendor within five (5) Business Days after receipt of the Vendor protest, unless more time is needed. The protesting Vendor shall be notified if additional time is necessary.

E. HBE Determination

The final determination shall:

1. Find the protest lacking in merit and uphold the Exchange’s action;

2. Find only technical or harmless errors in the Exchange’s acquisition process conduct, determine the Exchange to be in substantial compliance, and reject the protest;

3. Find merit in the protest and provide the Exchange with options that may include:

* Correct errors and reevaluate all proposals; or
* Reissue the solicitation document; or
* Make other findings and determine other courses of action as appropriate.

4. Not require the Exchange to award the Contract to the protesting party or any other Vendor, regardless of the outcome.

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

**APPENDIX C**

**SAMPLE CONTRACT FOR NAVIGATOR FULL SERVICE ENROLLMENT CENTER**

**BETWEEN**

**WASHINGTON HEALTH BENEFIT EXCHANGE**

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

Contractor/Business Name:

Address:

City, State, Zip:

WA State UBI Number:

Contact Name:

Phone:

Email:

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

The purpose of this contract is to establish and operate a Washington Healthplanfinder health insurance storefront/enrollment center on behalf of the Washington Health Benefit Exchange (EXCHANGE). The enrollment center will be in operation beginning November 1, 2017 and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the purpose of enrolling consumers in health insurance through Washington Healthplanfinder. The Contractor will perform the responsibilities and duties, as defined in Exhibit C, Statement of Work, throughout the term of the resulting Contract.

1. **SPECIAL TERMS AND CONDITIONS**

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

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

The period of performance under this Contract will be from **October 1, 2017**, or from the Date of execution, whichever is later, through June 30, 2018, unless sooner terminated as provided herein. At HBE’s sole discretion, the Contract may be amended and extended for up to two (2) additional years, in whatever time increments HBE deems appropriate, not to exceed June 30, 2020. No billable activity may take place until this Contract has been signed by both parties.

1. **PRICING AND ADJUSTMENT**

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

1. **COMPENSATION**

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

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

1. **EXPENSES**

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

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

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

1. **INVOICES AND BILLING PROCEDURES**

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

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

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

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

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

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

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

1. **CONTRACT MANAGEMENT**

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

**Contract Manager for Contractor is:**

NAME AND TITLE:

ADDRESS:

CITY, STATE, ZIP:

PHONE:

EMAIL:

**Contract Manager for EXCHANGE is:**

Kelly Boston, Associate Director of Outreach & Communication

810 Jefferson Street SE

Olympia, WA 98501

Phone: (360) 688-7747

E-mail address: [kelly.boston@wahbexchange.org](mailto:kelly.boston@wahbexchange.org)

9.2 Notices

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

1. **ASSURANCES**

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

1. **ORDER OF PRECEDENCE**

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

* Applicable Federal and State of Washington statutes and regulations
* Special terms and conditions as contained in this basic Contract instrument
* Exhibit A – General Terms and Conditions
* Exhibit B – Federal Certifications and Assurances
* Exhibit C – Statement of Work
* Exhibit D – Data Security Requirements
* RFQQ 17-009 dated July 10, 2017
* Contractor’s Response to RFQQ 17-009 dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Any other provision, term or material incorporated herein by reference or otherwise incorporated

1. **ENTIRE AGREEMENT**

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

1. **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.

1. **APPROVAL**

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

THIS CONTRACT is executed by the persons signing below who warrant that they have the authority to execute the Contract.

**<CONTRACTOR> WASHINGTON HEALTH BENEFIT EXCHANGE**

\_\_\_\_\_\_\_\_\_\_

Signature Date Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Title Michael Marchand Chief Marketing Officer

SAMPLE CONTRACT

EXHIBIT A - GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**

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

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

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

1. **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.

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

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

1. **ASSIGNMENT**

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

1. **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.

1. **BACKGROUND AND REFERENCE CHECKS**

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

1. **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

1. **CONFLICT OF INTEREST**

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

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

1. **COPYRIGHT PROVISIONS**

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

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

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

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

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

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

1. **COVENANT AGAINST CONTINGENT FEES**

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

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

1. **DISALLOWED COSTS**

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

1. **DISPUTES**

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

1. The request for a dispute hearing must:

* Be in writing;
* State the disputed issue(s);
* State the relative positions of the parties;
* State the CONTRACTOR’S name, address, and Contract number; and
* Be mailed to the AGENT and the other party’s (respondent’s) Contract Manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.

1. The respondent shall send a written answer to the requester’s statement to both the agent and the requester within 5 working calendar days.
2. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
3. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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

1. **DUPLICATE PAYMENT**

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

1. **GOVERNING LAW**

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

1. **INDEMNIFICATION**

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

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

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

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

1. **INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

1. **INDUSTRIAL INSURANCE COVERAGE**

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

1. **INSURANCE**
   1. Upon execution of the Contract, and during the remaining term of this Contract, Contractor shall maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best’s Reports. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to HBE 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.
   2. The minimum acceptable limits shall be as indicated below for each of the following categories:
2. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;ii. Employers Liability insurance covering the risks of Contractor’s employees’ bodily injury by accident or disease with limits of not less than $1 million per accident for bodily injury by accident and $1 million per employee for bodily injury by disease;
3. Umbrella policy providing excess limits over the primary policies in an amount not less than $3 million;
4. Professional Liability Errors and Omissions, with a deductible not to exceed $25,000, and coverage of not less than $2 million per occurrence/$4 million general aggregate; and
5. Crime Coverage with a deductible not to exceed $1 million, and coverage of not less than $5 million single limit per occurrence and $10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.
   1. Premiums on all insurance policies shall be paid by Contractor or its Subcontractors. Such insurance policies shall name HBE as an additional insured on all general liability and umbrella policies.
   2. Contractor’s insurance policies shall not be canceled or nonrenewed in scope of coverage without provision for equivalent substitute insurance. Contractor’s insurance policies shall not be reduced in scope without HBE’s prior written consent.
   3. Contractor agrees to waive all rights of subrogation against HBE for losses arising from services performed by Contractor under this Contract.
   4. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the HBE and shall include a severability of interests (cross-liability) provision.
   5. 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.
   6. Contractor shall furnish to HBE copies of certificates of all required insurance within 30 calendar days of this Contract’s Effective Date, and copies of renewal certificates of all required insurance within 30 calendar days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section.
6. **LICENSING, ACCREDITATION AND REGISTRATION**

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

1. **LIMITATION OF AUTHORITY**

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

1. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

1. **NONDISCRIMINATION**

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

1. **NON-SOLICITATION**

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

1. **PRIVACY**

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

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

1. **PUBLICITY**

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

1. **RECORDS MAINTENANCE**

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

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the EXCHANGE, personnel duly authorized by the EXCHANGE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

1. **REGISTRATION WITH DEPARTMENT OF REVENUE**

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

1. **RIGHT OF INSPECTION**

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

1. **SAVINGS**

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

1. **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.

1. **SITE SECURITY**

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

1. **SUBCONTRACTING**

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

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

1. **SURVIVORSHIP**

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

1. **TAXES**

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

1. **TERMINATION FOR CAUSE**

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

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

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

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

1. **TERMINATION FOR CONVENIENCE**

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

1. **TERMINATION FOR FUNDING CONTINGENCY**

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

1. **TERMINATION PROCEDURES**

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

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

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

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

1. Stop work under the Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
3. Assign to the EXCHANGE, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the EXCHANGE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the EXCHANGE and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the Contract had been completed, would have been required to be furnished to the EXCHANGE;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the EXCHANGE has or may acquire an interest.
8. **TREATMENT OF ASSETS**
9. Title to all property furnished by the EXCHANGE shall remain in the EXCHANGE. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the EXCHANGE upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the EXCHANGE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the EXCHANGE in whole or in part, whichever first occurs.
10. Any property of the EXCHANGE furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the EXCHANGE, be used only for the performance of this contract.
11. The CONTRACTOR shall be responsible for any loss or damage to property of the EXCHANGE that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
12. If any EXCHANGE property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the EXCHANGE and shall take all reasonable steps to protect the property from further damage.
13. The CONTRACTOR shall surrender to the EXCHANGE all property of the EXCHANGE prior to settlement upon completion, termination or cancellation of this contract
14. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.
15. **U.S. Department of Treasury, Office of Foreign Assets Control**

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

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

1. **CONTRACTOR’S PROPRIETARY INFORMATION**

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

1. **WAIVER**

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

SAMPLE CONTRACT

EXHIBIT B - FEDERAL COMPLIANCE, Certifications, AND ASSURANCES

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

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

Carole Holland, Chief Financial Officer

WA Health Benefit Exchange

810 Jefferson Street (mailing address-PO Box 657, Olympia WA 98507)

Olympia, WA 98504

(360) 688-7720

*Email address:*  [Carole.Holland@wahbexchange.org](mailto:Carole.Holland@wahbexchange.org)

1. *Source of Funds:* Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.525, the full and complete terms and provisions of which are hereby incorporated into this agreement can be found by reference in Exhibit E.
2. *Modifications:* This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
   1. Examples of items requiring Washington Health Benefit Exchange prior written approval include, but are not limited to, the following:
      1. Deviations from the budget and Project plan.
      2. Change in scope or objective of the agreement.
      3. Change in a key person specified in the agreement.
      4. The absence for more than three months or a 25% reduction in time by the Project Manager/Director.
      5. Need for additional funding.
      6. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
      7. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
   2. No changes are to be implemented by the Sub-recipient/vendor until a written notice of approval is received from the Health Benefit Exchange.
3. *Condition for Receipt of Health Benefit Exchange Funds:* Funds provided by Washington Health Benefit Exchange to the Sub-recipient/vendor under this agreement may not be used by the Sub-recipient/vendor as a match or cost-sharing provision to secure other federal monies.
4. *Citizenship/Alien Verification/Determination:* The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
5. *Federal Compliance:* The Sub-recipient/vendor shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
6. *Civil Rights and Non-Discrimination Obligations* During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>

Exchange Federal Compliance Contact Information

Washington Health Benefit Exchange

810 Jefferson Street (mailing address-PO Box 657, Olympia WA 98507)

Olympia, Washington 98504

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

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

1. 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:

1. 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;
2. 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;

1. 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;
2. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

1. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
2. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

Legal Services Director

WA Health Benefit Exchange

PO Box 657

Olympia, WA 98501

1. CERTIFICATION REGARDING LOBBYING

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all Sub-recipient/vendors shall certify and disclose accordingly.

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

1. 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.

1. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION
2. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
3. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
4. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
5. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
6. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
7. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the EXCHANGE.
8. The prospective contractor further agrees by submitting this contract that it will include the clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction,'' provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
9. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
10. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
11. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the EXCHANGE may terminate this transaction for cause or default.
12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS
13. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
14. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
15. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
16. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
17. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
18. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

CONTRACTOR SIGNATURE REQUIRED

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

SAMPLE CONTRACT

EXHIBIT D – DATA SECURITY REQUIREMENTS

1. Definitions.
2. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access EXCHANGE Confidential Information.
3. “Hardened Password” means a string of at least eight characters including 1 upper case, 1 lower case, one number and 1 special character (i.e., nonalphanumeric characters). The administrator and privileged user password must change every 60 days and other user password once every 90 days. Previous 6 consecutive passwords cannot be reused. The passwords must not allow Userids, First Name or the last name of the user. “Transmitting” means the transferring of data electronically, such as via email.
4. “Transmitting” means the transferring of data electronically, such as via email.
5. “Transporting” means the physical transferring of data that has been stored.
6. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.
7. Data Transmitting. When transmitting EXCHANGE Confidential Information electronically, including via email, the Data shall be protected by:

a. Transmitting the Data within the (State Governmental Network) SGN, Health Benefit Exchange network or Contractor’s internal network, or;

b. Encrypting any Data that will be transmitted outside the SGN or Contractor’s internal network with 128-bit Advanced Encryption Standard (AES) encryption or better. This includes transit over the public Internet.

1. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. Hard disk drives. Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provides equal or greater security, such as biometrics or smart cards. The data on the drive will only be accessible to authenticated individuals that need to access it. That is, the data will be secured on the disk in such a way that other authenticated individuals that do not need access to the data will not have the ability to access it. Workstations with sensitive data stored on them will be tracked and their movements documented until the sensitive data is removed from the workstation. When the data is removed the date of its removal and method of its removal will be documented. Hard drives that have contained sensitive data will be wiped with a method that will render the deleted information irretrievable.

b. Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

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

c. Removable Media, including Optical discs (CDs or DVDs) in local workstation optical disc drives and which will not be transported out of a secure area. Sensitive or Confidential Data provided by the EXCHANGE on removable media, such as optical discs or USB drives, which will be used in local workstation optical disc drives or USB connections shall be encrypted with 128-bit AES encryption or better. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access EXCHANGE Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers and which will not be transported out of a secure area. Data provided by the EXCHANGE on optical discs which will be attached to network servers shall be encrypted with 128-bit AES encryption or better. Access to Data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has been authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. Paper documents. All paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

f. Access via remote terminal/workstation over the State Governmental Network (SGN) or WA Health Benefit Exchange network (EXCHANGE Network). Data accessed and used interactively over the SGN or EXCHANGE Network. Access to the Data will be controlled by EXCHANGE staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor shall have established and documented access termination procedures for existing staff with access to EXCHANGE Data. These procedures shall be provided to EXCHANGE staff upon request. The Contractor will notify EXCHANGE staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employment of the contractor, and whenever a user’s duties change such that the user no longer requires access to perform work for this Contract.

g. Access via remote terminal/workstation over the Internet through Secure Access Washington. Data accessed and used interactively over the Internet. Access to the Data will be controlled by EXCHANGE staff who will issue remote access authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify EXCHANGE staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user’s duties change such that the user no longer requires access to perform work for this Contract.

h. Data storage on portable devices or media.

(1) EXCHANGE Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Special Terms and Conditions of the contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data with a key length of at least 128 bits using an industry standard algorithm (e.g., AES, *Twofish*, *RC6*, etc.)

(b) Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

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

(d) Keeping them in locked storage when not in use

(e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

(2) When being transported outside of a secure area, portable devices and media with confidential EXCHANGE Data must be under the physical control of contractor staff with authorization to access the Data.

(3) Portable devices include any small computing device that can be transported. They include, but are not limited to; handhelds/PDAs/phones, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), and laptop/notebook/tablet computers.

(4) Portable media includes any Data storage that can be detached or removed from a computer and transported. They include, but are not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), USB drives, or flash media (e.g. CompactFlash, SD, MMC).

4. Data Segregation.

a. EXCHANGE Data must be segregated or otherwise distinguishable from non-EXCHANGE Data. This is to ensure that when no longer needed by the contractor, all EXCHANGE Data can be identified for return or destruction. It also aids in determining whether EXCHANGE Data has or may have been compromised in the event of a security breach.

b. EXCHANGE Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-EXCHANGE Data. Or,

c. EXCHANGE Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to EXCHANGE Data. Or,

d. EXCHANGE Data will be stored in a database which will contain no non-EXCHANGE Data. Or,

e. EXCHANGE Data will be stored within a database and will be distinguishable from non-EXCHANGE Data by the value of a specific field or fields within database records. Or,

f. When stored as physical paper documents, EXCHANGE Data will be physically segregated from non-EXCHANGE Data in a drawer, folder, or other container.

g. When it is not feasible or practical to segregate EXCHANGE Data from non-EXCHANGE Data, then both the EXCHANGE Data and the non-EXCHANGE Data with which it is commingled must be protected as described in this exhibit.

5. Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in 2.b above, Data shall be returned to the EXCHANGE or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

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

6. Notification of Compromise or Potential Compromise. The Contractor shall have an established and documented policy to deal with the compromise or potential compromise of Data that complies with the HITECH Act of ARRA 209. The Contractor shall provide EXCHANGE staff of such policy upon request. The compromise or potential compromise of EXCHANGE shared Data must be reported to the EXCHANGE Contact designated on this Contract within one (1) business day of discovery.

7. Data shared with Sub-contractors. If EXCHANGE Data provided under this Contract is to be shared with a sub-contractor, the contract with the sub-contractor must include all of the Data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the subcontractor cannot protect the Data as articulated within this Contract, then the contract with the sub-contractor must be submitted to the EXCHANGE Contact Services for review and approval.