

**Washington Health Benefit Exchange (WAHBE)**

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

**HBE 19-004**

**Lead Navigator Organization Services**

**RFQQ RELEASE DATE:**

April 17, 2019

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# INTRODUCTION AND OVERVIEW

## Purpose and Authority

Washington Health Benefit Exchange (WAHBE) is initiating this Request for Quotations and Qualifications (RFQQ) to obtain one (1) or more qualified Vendor(s) to provide enrollment services and support for WAHBE customers by serving as a Lead Navigator Organization. As further described in Section 1.3, Lead Navigator Organizations are responsible for the delivery of outreach and in-person enrollment assistance in a geographic area, covering a single county or multiple counties.

WAHBE issues this RFQQ under the authority under chapter 43.71 RCW.

## Organization Background

WAHBE is the state’s health insurance marketplace – where Washingtonians can compare and choose insurance from top insurance companies, qualify for financial assistance to reduce premiums and cost-sharing, or qualify for no cost Washington Apple Health (WAH). WAHBE is an independent part of the state government whose job is to make the health insurance marketplace work for Washington consumers. It is overseen by an eleven-member bi-partisan board nominated by the Legislature and appointed by the Governor.

As the primary portal for applying for health insurance benefits, WAHBE offers Washington state residents:

* Tax credits or financial help to pay for co-pays and premiums.
* Side-by-side comparisons of health, dental, and Medicaid managed care plans.
* Expert customer support offered online, by phone, or in-person through local organizations or insurance brokers.

WAHBE serves more than 1.8 million residents annually. As of February 2019, more than 200,000 Washington residents were enrolled in Qualified Health Plans (QHPs) and more than 1.6 million were enrolled in WAH through WAHBE’s [*Washington Healthplanfinder*](https://www.wahealthplanfinder.org/_content/Homepage.html?bmctx=0AEAA394708DA064E6B26483FFD7FA649E81C75EAEB0F5F0D9612716977CBCE4&contextType=external&username=string&password=secure_string&challenge_url=https%3A%2F%2Fwww.wahealthplanfinder.org%2F_content%2FHomepage.html&request_id=-227037631074856239&authn_try_count=0&locale=en_US&resource_url=https%253A%252F%252Fwww.wahealthplanfinder.org%252FHBEWeb%252F). *Washington Healthplanfinder (HPF)* is WAHBE’s web-based portal that provides consumers with one-stop shopping for health and dental insurance coverage. In addition, HPF allows existing clients access to update their client records when needed, receive *HPF*-generated notices and other required correspondence, and access customer support services provided by the WAHBE Call Center and Navigator program.

WAHBE’s mission is to redefine people’s experience with health care by radically improving how Washingtonians secure health insurance through innovative and practical solutions and an easy-to-use customer experience. These are reflected in WAHBE’s values of integrity, respect, equity, and transparency as it relates to those we work with and those we serve. On behalf of Washington residents needing health coverage, WAHBE seeks to improve access to high quality, affordable health care.

For further information on WAHBE, please use the following link: <https://www.wahbexchange.org/about-the-exchange/what-is-the-exchange/>

## Navigator Program Overview

The Patient Protection and Affordable Care Act (ACA) – 45 CFR § 155.210 – requires WAHBE to establish and maintain a Navigator program to help consumers understand their options and find affordable insurance coverage that meets their health care needs. Navigators provide in-person enrollment assistance to the general public, increase public awareness of their services, and conduct outreach to groups who experience barriers to accessing coverage. Based on enrollment and other data, WAHBE has established target groups for focused Navigator outreach, enrollment, and retention efforts.

Lead Navigator Organizations oversee Navigators to ensure the objectives of the Navigator program are met, including:

* delivering one-on-one, in-person enrollment assistance to individuals seeking healthcare coverage.
* explaining the application process, entering applications into *HPF*, and explaining eligibility results.
* facilitating enrollment in both QHP/QDPs and WAH.
* providing education so that customers understand the requirements and responsibilities related to their coverage.
* completing training and exams to achieve certification prior to delivering services, and on an ongoing basis to retain certification.
* delivering all services in accordance with the Navigator Program Standards established by the ACA.

Lead Navigator Organizations establish partnerships with community organizations (Network Partners) that have existing relationships with WAHBE’s target populations and/or other uninsured or underinsured groups. Lead Navigator Organizations create a network of organizations throughout the service area that facilitates broad access to assistance. These Network Partners hire and maintain Navigators on staff who deliver application and enrollment assistance through WAHBE. Lead Navigator Organizations are responsible for coordinating outreach efforts with their Navigator networks and are the key point of contact, communication, and support for the Navigator network in the service area.

Lead Navigator Organizations also conduct outreach within their designated service area to reach those who need in-person help to access coverage available through *HPF*. Outside WAHBE’s open enrollment period (currently November 1 through December 15), broad outreach in the community by the Navigator network is conducted at locations where uninsured individuals may be present. This includes food banks, libraries, farmer’s markets, colleges, and other settings. During open enrollment, outreach is focused on reaching individuals who are eligible for enrollment in a QHP.

Lead Navigator Organizations will experience an increased workload leading up to and during WAHBE’s open enrollment period. Workload fluctuations should be expected as enrollment periods open and close and during months with heavy WAH reenrollments. Organizations may adjust staffing to account for these fluctuations as needed; however, ongoing assistance must be available throughout the year at a level necessary to perform Special Enrollment Period QHP enrollments, WAH enrollments, change reporting, and other *HPF* coverage needs.

## Navigator General Roles and Responsibilities

A Navigator’s role is to guide consumers through the process of applying for and enrolling in health insurance coverage offered through *HPF.* Navigators provide one-on-one, in-person assistance.

Navigators assist consumers to compare and select QHPs, including educating consumers about the value and benefit of health insurance; explaining differences among QHPs; explaining costs, including premium tax credits and cost-sharing reductions; and providing information about how to access health care services and use their coverage. Navigators assist individuals to enroll in or renew coverage through *HPF –* following security and confidentiality standards established by WAHBE.

Navigators provide support throughout the year to help people who experience a qualifying life event to apply under a special enrollment period, to report changes, and to understand program requirements related to retaining coverage and financial assistance. Navigators contact QHP enrollees, especially those at risk of losing coverage periodically throughout the year to remind customers about program requirements and other pertinent information, such as tax filing requirements, change reporting, and providing important dates for renewing coverage.

Navigators must be sensitive and able to provide culturally and linguistically appropriate services, including services and access for individuals with disabilities. Lead Navigator Organizations must consider this in their selection of their Navigators and Network Partners and assure cultural sensitivity and language training is provided to all Navigators.

Navigators complete core training and must pass a certification exam prior to being authorized to assist individuals with enrollment. Navigators are initially certified as a Navigator 1 (WAH enrollment only) to gain experience using the system. When ready, and if expected to enroll individuals in QHPs, the Navigator 1 may transition to a Navigator 2 role (WAH and QHP enrollment) by completing additional training and passing exams related to QHP enrollment.

Navigators may be under the direct oversight of a Lead Navigator Organization or may work for an organization that is subcontracted by a Lead Navigator Organization to deliver Navigator services within a specific Service Area (Network Partner).

Lead Navigator Organizations support Navigators and Network Partners by providing direction, oversight, and support for the delivery services within their geographic service area. Examples of Lead Navigator Organization support activities for Navigators and Network Partners include:

* Entering into subcontracts with Network Partners that clearly define responsibilities, service delivery requirements, and expectations.
* Working with Network Partners to recruit, screen, and refer Navigator candidates for training and certification.
* Collecting and managing all required documentation.
* Providing coaching and training regarding Navigator program and *HPF* requirements.
* Providing as-needed support regarding *HPF* system or user issues.

## WAHBE Support

WAHBE has developed infrastructure to support consumers in learning about and enrolling in health care coverage. Lead Navigator Organizations will leverage these resources to assist consumers and report activity to WAHBE:

### Navigators will use *HPF* to facilitate an individual’s or family’s application, explore plan benefits and costs, apply for cost reductions/tax credits, and initiate enrollment in health care coverage. Navigators are trained, certified and granted system access that enables them use of system features to help manage and track consumer information through a “dashboard.”

### An Operations Manual provides step-by-step instructions for dealing with known *HPF* errors that display during the application process. Navigators are expected to reference these resources as the first step to resolving a system error.

### WAHBE Customer Support Center (Call Center) will provide support by phone, including responding to basic questions, providing eligibility and enrollment support services and providing website access support. After first seeking assistance from a Lead Navigator Organization, Navigators may use the Call Center to seek assistance on behalf of a consumer if the consumer is present with the Navigator or if consent is granted by the consumer and documented in *HPF*.

### Outreach and public awareness support: WAHBE will support efforts of Lead Navigator Organizations and Network Partners to the extent possible. WAHBE provides outreach and awareness materials to Lead Navigator Organizations as resources allow. These materials use WAHBE-approved messaging. Materials are available in English and Spanish, and some materials are offered in other languages to accommodate specific needs and outreach goals.

### WAHBE will administer core Navigator training through an online learning management system. Navigators are required to complete training necessary to perform required duties. Training will prepare Navigators to provide consumer assistance and education, complete a consumer’s application and eligibility, and facilitate enrollment and enrollment updates. Ongoing training is required to maintain certification year to year, including successfully passing exams.

### WAHBE Navigator program staff will provide guidance and direction to Lead Navigator Organizations, communicate policy and system updates, and administer program activities. Periodic conference calls and/or meetings will be conducted to provide opportunities to connect, share information, and work collaboratively on program needs and issues.

### WAHBE staff will facilitate scheduled calls and meetings to provide updates and solicit feedback.

### WAHBE program staff are available to assist in resolving program barriers, problem-solving, or implementing suggestions or recommended improvements.

## Vendor Eligibility and Information

* + 1. This RFQQ is open to the following Vendor organizations that are licensed to do business in the State of Washington, or are willing to become licensed prior to Contract execution:

### Trade, industry, and professional associations.

### Commercial fishing industry organizations, ranching/farming organizations.

### Chambers of Commerce.

### Unions.

### Resource partners of the Small Business Administration.

### \*Agents/Brokers.

### Other public or private entities, such as tribes, tribal organizations, urban Indian health programs, or state and local human service organizations.

\*In accordance with [45 CFR 155.215](https://www.law.cornell.edu/cfr/text/45/155.215), agents and Brokers are eligible if they do not and will not receive any consideration directly or indirectly from a health insurance issuer or issuer of stop loss insurance in connection with the enrollment of any individuals or employees in a QHP or non-QHP.

* + 1. Prohibited Vendor Organizations/Individuals

Organizations or individuals shall not be considered as a Lead Navigator Organization or as a Navigator if the organization or individual meets any of the following conditions:

* Affiliated with a health insurance company or issuer of stop loss insurance.
* A subsidiary of a health insurance company or issuer of stop loss insurance.
* Affiliated with an association that includes members of or lobbies on behalf of the insurance industry.
* Affiliated with an organization that receives compensation or consideration, directly or indirectly, from any health insurance issuer or issuer of stop loss insurance in connection with the enrollment of any individuals or employees in a QHP or non-QHP.
  + 1. Lead Navigator Organizations shall be responsible for the delivery of outreach and in-person enrollment assistance in a geographic area, covering a single county or multiple counties (Service Area). Through this RFQQ, interested Vendors shall identify the counties they propose serving.

## Period of Performance

The period of performance of any Contract(s) resulting from this RFQQ begin on or around July 1, 2019 and end June 30, 2020. WAHBE, at its sole discretion, may extend the period of performance through June 30, 2024 in whatever time increments WAHBE deems appropriate.

## Award

WAHBE may award multiple Contracts as a result of this RFQQ. Award shall be made to the Vendor(s) whose proposal is determined in writing to be the most advantageous to WAHBE taking into consideration price and the evaluation factors set forth in this RFQQ.

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

If multiple organizations submit Proposals to serve the same county, WAHBE will award the county to the organization with one of the highest overall proposal scores that is determined to be in the best interest of WAHBE.

If there are counties that were not included in any Vendor proposal, WAHBE may: 1) request one of the Apparently Successful Vendors (ASV) to expand their Service Area to include the county; or 2) may choose to support the county without a Lead Navigator Organizations – using other resources.

## Funding

Any Contract(s) awarded as a result of this RFQQ is contingent upon the availability of funding. WAHBE does not guarantee any minimum compensation or work to the Contractors selected through this RFQQ.

* + 1. Contract Allocation

Under this RFQQ, WAHBE expects to award up to $2,282,000.00 in Contracts for the first year of Lead Navigator Organization services. However, this amount could vary due to legislative appropriation and/or program changes at the federal or state level. The anticipated Contract allocation includes $2,217,000.00 for Lead Navigator Organization services and up to $65,000.00 for Lead Navigator Organization costs related to operating an Enrollment Center.

* + 1. Of the $2,217,000.00 allocated for Lead Navigator Organization services, WAHBE will award up to the following amounts per county:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Figure 1: MAXIMUM CONTRACT ALLOCATION PER COUNTY** | | | | |
|  | | | | |
| County | Maximum Allocation |  | County | Maximum Allocation |
| Adams | $4,000 |  | Lewis | $17,000 |
| Asotin | $4,000 |  | Lincoln | $4,000 |
| Benton | $42,000 |  | Mason | $32,000 |
| Chelan | $48,000 |  | Okanogan | $11,000 |
| Clallam | $4,000 |  | Pacific | $4,000 |
| Clark | $122,000 |  | Pend Oreille | $3,000 |
| Columbia | $3,000 |  | Pierce | $248,000 |
| Cowlitz | $35,000 |  | San Juan | $3,000 |
| Douglas | $22,000 |  | Skagit | $44,000 |
| Ferry | $3,000 |  | Skamania | $4,000 |
| Franklin | $46,000 |  | Snohomish | $166,000 |
| Garfield | $2,000 |  | Spokane | $255,000 |
| Grant | $75,000 |  | Stevens | $4,000 |
| Grays Harbor | $34,000 |  | Thurston | $40,000 |
| Island | $11,000 |  | Wahkiakum | $4,000 |
| Jefferson | $4,000 |  | Walla Walla | $14,000 |
| King | $598,000 |  | Whatcom | $44,000 |
| Kitsap | $55,000 |  | Whitman | $4,000 |
| Kittitas | $4,000 |  | Yakima | $196,000 |
| Klickitat | $4,000 |  |  |  |

## RFQQ Schedule

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

|  |  |  |
| --- | --- | --- |
| **Item** | **Action** | **Date** |
| 1 | WAHBE issues RFQQ | 4/17/2019 |
| 2 | [Vendor Conference](#vendorconference) via Webinar – 11:00 a.m. PT | 4/24 |
| 3 | Vendors may submit written questions until 3:00 p.m. PT | 5/1 |
| 4 | WAHBE will issue responses in an Addendum | 5/8 |
| 5 | Vendors must submit responses to RFQQ by 3:00 p.m. PT | 5/22 |
| 6 | WAHBE evaluation of responses | 5/23 – 6/10 |
| 7 | WAHBE notifies Vendors and begins negotiations with the ASV | 6/12 |
| 8 | Vendor Debriefings | 6/12 – 6/21 |
| 9 | Contract(s) Execution | 6/28 |
| 10 | Services Start Date | 7/1/2019 |

This Schedule outlines important dates for action. WAHBE reserves the right to revise this Schedule. Items 1-5 may be revised at any time by written addendum. Dates listed for items 6-10 are approximate and may be changed at any time without notice.

## Definitions

Definitions for the purposes of this RFQQ, and any resulting Contract, include:

**“ACA”** means The Patient Protection and Affordable Care Act, the comprehensive health care reform law enacted in March 2010 as 45 CFR § 155.210 (also known as ACA, PPACA, or “Obamacare”).

**“ASV”** means Apparent Successful Vendor. The Vendor selected to do work for WAHBE but does not yet have a signed a Contract.

**“Broker”** means a person or business who is authorized to make health or dental plan recommendations and help customers enroll in HPF.

**“Business Days or Business Hours”** shall mean Monday through Friday, 8 AM to 5 PM PT, local time in Olympia, Washington, excluding Washington State holidays.

**“CMS”** means The Centers for Medicare & Medicaid Services, a federal agency within the United States Department of Health and Human Services.

**“Contractor”** means a Vendor who has executed a formal Contract with WAHBE.

**“Enhanced User”** means an individual within a Lead Navigator Organization that is granted expanded HPF access and permissions to help resolve application and account issues experienced by Navigators.

**“Enrollment Center”** means a *Washington Healthplanfinder (HPF)* enrollment center where application and enrollment assistance is delivered in-person by Navigators and/or Brokers certified by or registered with WAHBE.

**“Enrollment Site”** means a location, operated by a Lead Navigator Organization or Network Partner, in which HPF application and enrollment services are available to public from a certified Navigator.

**“HPF”** means [Washington Healthplanfinder](https://www.wahealthplanfinder.org/_content/Homepage.html?authn_try_count=0&contextType=external&username=string&contextValue=%2Foam&password=sercure_string&challenge_url=https%3A%2F%2Fwww.wahealthplanfinder.org%2F_content%2FHomepage.html&request_id=-1341926127604050638&locale=en_US&resource_url=https%253A%252F%252Fwahealthplanfinder.org%252FHBEWeb%252F), WAHBE’s online marketplace for individuals, families, and small businesses to find, compare, and enroll in Qualified Health and Dental Plans, as well as enroll in Washington Apple Health (Medicaid).

**“KPI”** means Key Performance Indicator, which guide how WAHBE will measure the effective performance of the Lead Navigator Organization.

**“Lead Navigator Organization”** means an organization awarded a contract as a result of this RFQQ that will lead Navigator activities in a geographic area composed of one or more Counties.

**“Mandatory”** means the vendor must comply with the requirement, and the response will be evaluated on a pass/fail basis.

**“Navigator”** means an individual or entity that is certified by WAHBE to provide one-on-one assistance to individuals to understand program options, complete an application and facilitate the selection of an insurance plan or program for enrollment purposes. Navigators are not authorized to make plan recommendations.

**“Network Partner”** means an organization that is subcontracted by a Lead Navigator Organization to deliver Navigator services within a specific Service Area.

**“Open Enrollment Period”** means the period of time designated by WAHBE for individuals to enroll or make changes to their Qualified Health Plans. Open enrollment currently occurs from November 1 – December 15 – but is subject to change based on Federal requirements.

**“Outreach”** means targeted efforts to reach out to a specific group or population in a community location and offer assistance for application and enrollment.

**“Personally Identifiable Information or PII”** means information identifiable to any person, including but not limited to information that relates to: a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver’s license numbers, other identifying numbers, and any financial identifiers.

**“QDP”** means Qualified Dental Plan, an insurance plan that has been certified by WAHBE to offer quality dental insurance.

**“QHP”** means Qualified Health Plan, an insurance plan that has been certified by WAHBE to offer quality health insurance.

**“RCW”** means the Revised Code of Washington.

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

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

**“Service Area”** means a single county, or multiple counties, within Washington State in which a Contractor will perform services.

**“Subcontractor”** means one not in the employment of a vendor who is performing all or part of services under the resulting Contract and under a separate contract with Vendor.

**“Vendor”** means a person, firm, or company proposing to do work on behalf of WAHBE.

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

**“WAHBE”** means the Washington Health Benefit Exchange, the organization issuing this RFQQ.

# REQUIREMENTS, STATEMENT OF WORK AND DELIVERABLES

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

## Organizational Requirements:

### Have a physical business site in the proposed Service Area for the duration of any resulting Contract period.

### Provide staff capacity to ensure that Navigator assistance is available throughout the proposed Service Area year-around.

### Have existing relationships with community groups or members who are likely to be eligible for QHP or WAH enrollment in the proposed Service Area.

### Have and maintain staff with the knowledge, expertise and resources to carry out the responsibilities outlined in this RFQQ, including staff with expertise in eligibility, health insurance basics, and rules related to QHPs, premium tax credits, cost sharing reductions, Medicaid, or other programs administered through *HPF*.

### Designate sufficient Enhanced Users to provide system and user support to Service Area Navigators in real time during regular business hours. Enhanced Users must have at least 2 years’ experience using *HPF* for QHP and WAH enrollment.

## Confidentiality and Conflict of Interest Requirements:

* + 1. Lead Navigator Organizations shall comply to all with all laws, rules, procedures and protocols, including but not limited to 45 CFR 155.260, regarding the use and disclosure of confidential information and Personally Identifiable Information (PII). The Lead Navigator Organization, its subcontractor(s) and employees shall not use confidential or PII for any purpose not directly connected with its performance of outreach, education and enrollment activities described in this RFQQ.
    2. Lead Navigator Organizations must comply with conflict of interest requirements, including but not limited to 45 CFR 155.210 and .215.

## Required Disclosure Requirements and Prohibited Conditions:

* + 1. **Required Disclosure.** Each Navigator must disclose in plain language to each consumer provided with assistance:
* The full range of QHPs and affordability programs for which the consumer is eligible.
* Any insurance that the Navigator intends to sell during any resulting Contract period that is not prohibited under this funding opportunity.
* Any existing employment or employment within the last 5 years of the Navigator and/or his/her spouse or domestic partner with a health insurance company, issuer of stop loss insurance, or subsidiaries of either.
* Any existing or anticipated financial, business, or contractual relationship(s) with one or more health insurance companies or stop loss insurance issuers.

### **Prohibited Conditions.** During the term of any resulting Contract, Lead Navigator Organizations and Navigators may not:

* Receive consideration directly or indirectly from any health insurance issuer or issuer of stop loss insurance related to the enrollment of any individuals in a QHP or non-QHP.
* Charge any applicant or enrollee or request any form of compensation for providing assistance related to their Navigator duties.
* Offer gifts, gift cards, cash, or promotional items that promote the products or services of a third party to any applicant or enrollee as an inducement for enrollment or renewal.
* Use funds received under any resulting Contract to purchase gifts, gift cards, or promotional items that market or promote the products or services of a third party.
* Conduct outreach to individuals using unsolicited methods, such as going door-to-door or cold calling consumers who have not requested contact by the organization.
* Use electronic telephone dialing systems or recordings to place outgoing calls related to enrollment in health care coverage that are unsolicited or where the organization does not have an existing relationship with the target group(s).

## Background Check Requirements:

Background check expenses are the sole responsibility of the Lead Navigator Organization. Lead Navigator Organizations shall conduct background checks for all Navigators in their Service Area, as follows:

* A background check shall be conducted for each Navigator at least once every 24 months.
* Background checks for new Navigator candidates shall be conducted prior to initiating training and certification for the individual.
* The Lead Navigator Organization shall retain a copy of the background checks for all Navigators in the Service Area.
* Navigators are approved only if they meet the provisions for serving children and vulnerable adults as specified in [RCW 43.43.830](http://apps.leg.wa.gov/rcw/default.aspx?cite=43.43&amp;full=true&amp;43.43.830) and [RCW 43.43.832](http://apps.leg.wa.gov/rcw/default.aspx?cite=43.43&amp;full=true&amp;43.43.832). This includes the disqualification of individuals with crimes related to the exploitation or abuse of vulnerable individuals. Due to the Navigator’s access to applicants’ personal health and personal identification information, the Lead Navigator Organization will also disqualify Navigators or Navigator candidates with a conviction related to financial crimes including but not limited to: identity theft, robbery, forgery, fraud, theft, bribery, and embezzlement.

## Cultural, Language and Disability Requirements:

Lead Navigator Organizations shall provide services in compliance with the following cultural, language and disability requirements:

### **Cultural/Language Requirements**

* Develop and maintain general knowledge about the racial, ethnic, and cultural groups in the proposed Service Area, including their health beliefs and practices, languages spoken, health literacy, trusted sources of information and other factors relevant to assisting them.
* Train Navigators to deliver culturally and linguistically appropriate services and how to assist individuals who speak limited English.
* Notify consumers who speak limited English in their preferred language of their right to receive language assistance and how to request these services.
* Provide assistance in a person’s preferred language at no cost, including oral or written translation of documents, if needed or requested to assure effective communication. (Note: At a customers’ request, the use of a customer’s family or friend as an interpreter is permitted).
* Implement strategies to recruit, support and promote staff who are representatives of the demographic characteristics and are trusted sources in their proposed Service Area, including languages spoken.

### **Disability Access Requirements**

* Consumer education material, websites, or other tools are accessible to people with disabilities.
* Provide auxiliary aids and services for individuals with disabilities at no cost to them if needed or requested to ensure effective communication. Note: At a customers’ request, the use of a customer’s family or friend to facilitate communication is permitted).
* Provide assistance in a location and manner that is physically and otherwise accessible to individuals with disabilities.
* Facilitate authorized representatives to assist an individual with a disability in making informed decisions on his or her behalf.
* Acquire sufficient knowledge to refer people with disabilities to local, state and federal long-term services and support programs when appropriate.

## Lead Navigator Organization Services Requirements:

Lead Navigator Organizations are responsible for administering the delivery of Navigator services throughout a designated geographic Service Area. These responsibilities generally fall into the seven key areas shown below (2.6.1. – 2.6.7.):

### **Network Development**

The Lead Navigator Organization shall:

* Establish formal relationships with WAHBE-approved community organizations to create a network of enrollment sites throughout the geographic Service Area.
* Provide and maintain a WAHBE-approved number and type of Network Partners to provide readily available Navigator assistance.
* Secure partnerships with organizations that have strong ties to WAHBE’s target populations and other underinsured groups in the Service Area.
* Assess the geographic area to determine underinsured groups using data available from WAHBE and other sources, and by engaging with representatives from key community organizations or groups with knowledge and expertise about the demographics of the population.
* Subcontract with Network Partner organizations following guidelines provided by WAHBE.

### **Network Oversight**

The Lead Navigator Organization shall:

* Oversee the quality of Navigator services delivered in their Service Area.
* Serve as the point of contact and communication for Network Partner organizations and keep them apprised of program changes and updates.
* Process payments for any paid Network Partner sub-contracts the Lead Navigator Organization enters in to.
* Monitor and report Navigator and Network Partner performance to ensure compliance with the ACA and the requirements herein.
* Conduct routine customer surveys to obtain feedback about Navigator services received.

### **Program Integrity**

Lead Navigator Organizations are in a position of public trust, serving vulnerable populations with public resources. Lead Navigator Organizations and their Network Partners must have strong program integrity policies and procedures to ensure appropriate use of public resources, to maintain public trust and to reduce the risk of Navigator errors or misconduct.

Lead Navigator Organizations shall provide to WAHBE their organization’s established policies and procedures within 60 days of Contract execution.

Network Partners shall provide their organization’s established policies and procedures within 30 days of executing a subcontract with a Lead Navigator Organization.

At minimum, the policies and procedures must address the following:

* Transparency in accounting and policies to verify the following:
  + Navigators meet all ACA and WAHBE-established requirements
  + Navigators complete required training and certification
  + Navigator background checks have been completed for all Navigators within the previous 24 months, are on file, and have no disqualifying offenses.
* A method and process for customers to easily and transparently file complaints and receive a response or resolution.

### **Outreach and Education**

Lead Navigator Organizations plan and conduct outreach within the designated geographic Service Area to promote and coordinate broad coverage, including but not limited to:

* + - 1. **Quarterly Outreach Plan and Monthly Activity Reporting**

Lead Navigator Organizations shall utilize the template that is attached as Exhibit G to the Sample Contract to submit their quarterly outreach plan to WAHBE, outlining outreach and community education activities to be conducted during the upcoming quarter by the Lead Navigator Organization and/or Network Partners.

Lead Navigator Organizations shall utilize the template that is attached as Exhibit H to the Sample Contract to submit their monthly progress report to WAHBE, detailing activities on the Quarterly Outreach plan that are completed each month.

* + - 1. **Outreach Outside Open Enrollment**

Outside open enrollment, Lead Navigator Organizations will conduct community outreach aimed at reaching individuals eligible for Washington Apple Health or a QHP Special Enrollment Period, including:

* + - Work with community organizations to establish locations where Navigators can conduct periodic outreach to individuals in WAHBE’s target groups, such as libraries, food banks, farmer’s markets, colleges/universities, primary and secondary schools, faith-based organizations, DSHS offices or WorkSource© Centers, community centers, or other settings that are frequented by community members in local communities.
    - Using data provided by WAHBE, conduct or facilitate outreach to individuals determined no longer eligible for Washington Apple Health or who need to take action related to their account and who have a Navigator partnership.
      1. **Outreach Before and During Open Enrollment**

Leading up to and during open enrollment, conduct outreach targeting QHP-eligible groups, including:

* Plan and conduct a sufficient number of outreach events and/or activities throughout the Service Area targeting QHP-eligible individuals, including specific efforts to reach individuals identified as WAHBE target groups.
* For Lead Navigator Organizations with multiple counties, it is expected that there will be strategies and activities planned for each county, including rural areas.
* Participate and staff WAHBE-sponsored events and initiatives that are statewide or that are scheduled in the organization’s Service Area.
* Using data provided by WAHBE, reach out to individuals who have initiated, but not completed a QHP enrollment application or renewal by following up with those individuals partnered with Navigators.
  + - 1. **Community Education**

Throughout the year, Lead Navigator Organizations will seek to increase awareness and knowledge about WAHBE programs, and the availability of Navigators among community organizations. Lead Navigator Organizations will prioritize community education activities to groups or organizations that have an existing relationship to one or more target populations. The goal of community education is to educate staff and/or volunteers who can share the information or make referrals to Navigators when appropriate. Community awareness and education includes presentations to community groups, participating in health or benefit fairs, or meeting with organization staff who deliver services, or other activities aimed at increasing awareness related to health care coverage and Navigator assistance.

* + - 1. **Data Collection**

If requested WAHBE, Lead Navigator Organizations shall collect specific demographic or other relevant data throughout their Service Area: to help inform WAHBE of the populations served through the Navigator program, and their needs.

### **Enrollment and Retention**

Lead Navigator Organizations shall:

* Ensure that the composition of its Navigator network provides sufficient sites to assure that enrollment assistance is reasonably available during regular business hours throughout the Service Area.
* Recruit and retain an adequate number of Navigators in the Service Area to assure assistance is readily available year-around for individuals who need to report changes, complete a special enrollment period, answer health-insurance related questions, enroll in or renew WAH coverage, and other similar work in *HPF*.
* Provide evening and/or weekend enrollment assistance during open enrollment, as needed, to meet consumer needs for assistance.
* Ensure Network Partners and Navigators are prepared to educate customers who enroll in coverage to understand key program rules and provisions, as well as how to access care.
* Using data provided by WAHBE, follow-up or facilitate follow-up with QHP customers, particularly individuals in WAHBE’s target groups who are at risk of losing coverage or tax credits, or who may not understand how to access care.

### **Navigator Management and Support**

Lead Navigator Organizations are the point of contact and first line of support for Network Partners and Navigators who need assistance related to *HPF* application and enrollment work, including:

* Assuring sufficient Enhanced Users are assigned to provide Network Partners and Navigators with real-time support during regular business hours for system, account or user issues that need intervention or reporting through WAHBE’s help ticket process. New Enhanced Users must be strong, skilled *HPF* users who have at least two years of experience in both QHP and WAH enrollment.
* Enhanced Users must regularly attend required WAHBE training and meetings to retain permissions and access related to performing this role.
* Providing coaching and/or training to new Navigators as needed to attain proficiency in Navigator responsibilities. WAHBE provides Lead Navigator Organizations with a list of Navigators who need additional training or coaching support based on the Navigator’s performance on required training and testing.
* Investigating and taking appropriate actions in a timely way on complaints involving Navigators and reporting findings to WAHBE.
* Notifying WAHBE immediately in the event of a Navigator breach of security.
* Plan and coordinate, in collaboration with WAHBE Navigator Team, a one-day Navigator in-service training.

### **Key Performance Indicators (KPIs)**

KPIs guide how WAHBE will measure the effective performance of the Lead Navigator Organization.

If WAHBE determines that a Lead Navigator Organization has failed to meet the same KPI for three consecutive months, or three or more KPIs within any given month, WAHBE will consult with the program manager assigned to the Contract to identify needed improvements and create an improvement plan. If performance does not improve as outlined in the improvement plan, WAHBE may terminate or amend the Contract to reduce the scope of work and compensation to align with Contractor performance.

Compliance with KPIs will be evaluated as part of WAHBE’s decision to extend or terminate the Lead Navigator Organization’s Contract each year.

**Figure 2: Key Performance Indicators**

|  |  |  |
| --- | --- | --- |
| **Metric** | **KPI** | **Reporting Standard** |
| Monthly Activity Report | 100% of monthly activity reports are fully completed and submitted on time. | By 10th of each month |
| Outreach Activities | 100% of the outreach activities listed on the Lead Navigator Organization’s approved Quarterly Outreach Plan are completed on time. | Document on Monthly Activity Report |
| Survey Results – Navigator Support | 90% (or greater) of WAHBE-administered Navigator survey responses rate the Lead Navigator Organization support and responsiveness “good” or “excellent”. | By December 31 of each year |
| **Metric** | **KPI** | **Reporting Standard** |
| Survey Results – Navigator Responsiveness | 80% (or greater) of WAHBE-administered Navigator survey responses report that the Lead Organization responds to questions or issues “immediately” or “within 2 hours.” | By December 31 of each year |
| Background Checks | 100% of background checks are completed as follows:   * A background check is conducted for each Navigator at least once every 24 months. * Background checks for new Navigator candidates are conducted prior to initiating training and certification for the individual. * The organization retains a copy of the background checks for all Navigators in their Service Area. * Navigators and Network Partners who have disqualifying crimes on their background are not performing Navigator services (unless pre-approved in writing by WAHBE). | Document on Monthly Activity Report |
| Navigator Certification | 90% (or greater) of all Lead Navigator Organization’s Navigators pass certification tests within the first 3 attempts. | Document on Monthly Activity Report |
| Subcontracts | 100% of Network Partner subcontracts are executed and submitted to the WAHBE Contract Manager. | Annually by October 1. |
| Quarterly Outreach Plans | 100% of quarterly outreach plans are submitted to the WAHBE Contract Manager | At least 15 days prior to the end of each quarter (i.e. by 3/15, 6/15, 9/15, and 12/15) |
| Retention | 75% (or greater) of QHP enrollees with a Navigator partnership at the beginning of the coverage year retain coverage for the full year. | As evidenced each December by WAHBE retention report |
| Reenrollment | 85% (or greater) of QHP enrollees with a Navigator partnership re-enroll for coverage. | As evidenced each January by WAHBE enrollment report |

## Enrollment Center Services (optional)

Enrollment Centers are physical sites throughout the state where residents can obtain in-person insurance application and enrollment assistance from knowledgeable, experienced, certified Navigators. These representatives help consumers compare plans, understand any financial assistance they are eligible to receive, and update coverage as needed.

Through this RFQQ, WAHBE seeks to establish Enrollment Centers in the following target cities:

* City of Yakima
* City of Federal Way
* City of Spokane

Proposals to establish Enrollment Centers in cities other than those specifically listed above (including suburbs) will not be accepted.

Note: The operation of an Enrollment Center is in addition to Lead Navigator Organizations responsibilities. In no event may the operation of an Enrollment Center impair the Vendor’s ability to perform its Lead Navigator Organizations responsibilities reflected above in Section 2.1 through Section 2.5.

The Annual maximum compensation available per Enrollment Center is as follows:

* City of Yakima – $15,000.00
* City of Federal Way – $25,000.00
* City Spokane – $25,000.00

Eligibility: Vendors who submit a Lead Navigator Organization proposal for a county in which a desired Enrollment Center will be located may apply, as follows:

|  |  |
| --- | --- |
| **Vendors Proposing Lead Navigator Organization services for this county:** | **May also propose an Enrollment Center in this city:** |
| Yakima County | City of Yakima |
| Spokane County | City of Spokane |
| King County | City of Federal Way |
| Any other County | N/A |

### **Site Requirements:**

The Lead Navigator Organization shall secure a site location with adequate space for Enrollment Center activities. The site must be a clean, safe, professional and accessible setting in an area with businesses and/or services near high consumer traffic areas with people of varied income levels.

* Wireless internet access must be available.
* Adequate privacy for meeting with consumers one-on-one who are enrolling in coverage must be available.
* The site must near public transportation and be physically accessible for individuals with disabilities.
* The site must prominently display WAHBE-approved banners, posters, logos or other items that will help identify the site as an *HPF* Enrollment Center. WAHBE will provide Vendor with approved artwork for the desired signage. Vendor is responsible for all costs and tasks associated with obtaining the signage.

### **Operations and Staff Requirements:**

* The Lead Navigator Organization shall manage daily operations of the Enrollment Center, including staffing, to ensure assistance is available during hours of operation.
* The Lead Navigator Organization must anticipate and provide adequate staffing during peak enrollment activity related to enrollment deadlines.
* Lead Navigator Organization may use both Navigators and Brokers to provide consumer assistance and/or consumer education activities in the Enrollment Center. The Lead Navigator Organization is highly encouraged to establish one or more Broker partnerships, using a fair and equitable selection process, to serve in the Enrollment Center.
* The Lead Navigator Organization shall develop and use a WAHBE-approved written agreement to govern the authorized activities and access to information for any Broker who operates from the Enrollment Center.

### **Operation Requirements:**

## Lead Navigator Organization must establish and post regular business hours for the Enrollment Center, generally reflecting the customary hours of surrounding businesses. During open enrollment (currently November 1 – December 15), the Enrollment Center shall operate extended evening and weekend hours to meet enrollment demand outside regular business hours. The Enrollment Center shall also operate extended hours around key enrollment deadlines to accommodate consumers who walk in and those who request appointments.

### **Service Requirements:**

Enrollment Centers shall provide the following services:

* + - * Answer consumer questions about enrollment through *HPF*.
      * Assist individuals to complete an application and receive eligibility results.
      * Explain eligibility results and all plan options and facilitate plan selection and enrollment in QHPs, QDPs, and WAH.
      * Answer questions related to tax filing requirements and 1095As.
      * Assist individuals with insurance renewals.
      * Update accounts for individuals reporting changes.

### Offer consumer health insurance education resources.

### **Marketing Requirements:**

The Lead Navigator Organization shall execute WAHBE-approved strategies to increase community awareness of the Enrollment Center and the services available.

### **Reporting Requirements:**

The Lead Navigator Organization shall provide monthly activity reports using the reporting tools and templates provided by WAHBE.

# GENERAL INFORMATION

## Communication through RFQQ Coordinator

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

Erin Hamilton, CPPB

WAHBE Contracts Office

RE: RFQQ HBE 19-004

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

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

## Optional Vendor Conference

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

**Vendor Conference Call-In Information:**

Date: Wednesday, April 24, 2019

Time: 11:00 a.m. PT

Link: <https://meet.lync.com/wahbexchange/hamile/KKZQ1Z8B>

Phone #: 1 (360) 726-3014

Passcode: 83205883#

## Vendors’ Questions and WAHBE Responses

Vendor questions regarding this RFQQ will be accepted until the date and time specified in RFQQ Section 1.10. Early submission of questions is encouraged. Vendor questions must be submitted in writing via email to the RFQQ Coordinator at the email listed in Section 3.1.

Official responses to Vendors’ written questions will be posted as a numbered addendum on Washington’s Electronic Business Solution (WEBS) system at <https://fortress.wa.gov/ga/webs/home.html> and on WAHBE procurement webpage at [www.wahbexchange.org/about-the-exchange/what-is-the-exchange/vendor-procurements](http://www.wahbexchange.org/about-the-exchange/what-is-the-exchange/vendor-procurements) by the date and time specified in RFQQ Section 1.10. The name of Vendor that submitted the question(s) will not be identified. Only written responses posted to WEBS and WAHBE webpage will be considered official and binding.

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

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

## Email

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

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

## Proprietary Information/Public Disclosure

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

**A Vendor cannot restrict its entire response or entire sections of the response from disclosure.** **A Vendor also cannot restrict its pricing from disclosure. Attempts to restrict disclosure using footer on every page to restrict disclosure will not be honored.**

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

## Costs of Response Preparation

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

## RFQQ Response Property Of WAHBE

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

## Receipt of Insufficient Competitive Responses

If WAHBE receives insufficient responses as a result of this RFQQ, WAHBE management reserves the right to select Vendor or Vendors which best meet WAHBE’s needs.

## Waiver of Minor Irregularities

Read all instructions carefully. If Vendor does not comply with any part of this RFQQ, WAHBE may, at its sole option, reject Vendor’s response as non-Responsive. WAHBE reserves the right to waive minor irregularities contained in any response.

## Errors in Response

Vendors are liable for all errors or omissions contained in their responses. Vendors will not be allowed to alter response documents after the deadline for response submission. WAHBE is not liable for any errors in responses. WAHBE reserves the right to contact Vendor for clarification of response contents.

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

## RFQQ Amendments

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

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

## Withdrawal of Response

Vendors may withdraw a response that has been submitted at any time up to the response due date and time identified in Section 1.10. To accomplish response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFQQ Coordinator via email to [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org). After withdrawing a previously submitted response, Vendor may submit another response at any time up to the response submission due date and time.

## Right to Cancel

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

## Right to Reject All Responses

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

## Authority to Bind WAHBE

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

## Contract Execution

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

Either party may propose additional Contract terms and conditions during negotiation of the final Contract. However, proposed language alternate to the attached Sample Contract must be included in your Letter of Submittal. You may not substitute your Contract for the WAHBE Contract.

If the ASV fails to sign the final Contract within ten (10) calendar days of delivery, WAHBE may revoke the award and award the Contract to the next-highest-ranked Vendor.

# INSTRUCTIONS TO VENDORS

Most of this RFQQ document has been restricted to prevent unauthorized editing. For Vendor convenience, the Vendor response Exhibits A, B, C, and D have been provided in unrestricted fillable format.

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

## Response Format

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

### RFQQ responses are to be submitted via email in unrestricted Word, Excel or PDF format.

### Attachments must be numbered and referenced in the text of the response by that number. Attachments containing charts, spreadsheets, and oversize exhibits are permissible.

### The response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.

### Vendor must title, number and respond to each element in the order it appears below in Section 4.2.

### Vendor must respond to every element, except where otherwise stated. Responses must provide complete, concise information regarding Vendor’s experience and ability to provide the skill sets requested.

## Response Contents (Mandatory)

Responses must contain all the following elements, in the order given, to be considered Responsive. To be considered Responsive, each of the following elements must be signed by a person authorized to bind Vendor to a Contract. Failure to sign or complete each template in its entirety may be grounds for rejection:

### Exhibit A – Letter of Submittal Template (Mandatory, Pass/Fail); and

### Exhibit B – Proposal Response Template (Mandatory, Scored); and

### Exhibit C – Certifications and Assurances (Mandatory, Pass/Fail); and

* + 1. Exhibit D – Subcontractor Utilization Statement (Mandatory, Pass/Fail).

## Budget Proposal (Mandatory, Scored)

Using the Budget worksheet in the Proposal Response Template (Exhibit B), Vendors will include a budget with projected costs for Navigator services across major budget categories. The proposed budget may not exceed the county allocation(s) for the proposed Service Area (see Table in Section 1.9.2.).

Vendors that are contributing staff or other in-kind services to accomplish a portion of Contract activities will itemize these resources under the in-kind column and appropriate budget category.

Budget categories include but are not limited to:

* Vendor administrative fee (a fee charged by the Vendor to cover the cost of accounting, legal, or other expenses related to administration of the Contract)
* Project Management (including salaries, benefits and other employee costs for the Navigator program manager)
* Enhanced User(s)
* Navigators
* Outreach
* Navigator Network Partner compensation
* Other

The Vendor is to include all costs that it would charge for performing the tasks including administrative staff costs and any non-labor expenses necessary to accomplish the tasks and to produce the services and deliverables. No additional charges for overhead, travel or other expenses shall be allowed.

A dollar amount is required for all line items listed, even if the value is $0.00. Any line item that is left blank or not addressed will be considered a $0.00 proposal for the item(s).

In the event of a mathematically inconsistency between a line item price and an extended price based on quantities, the line item price will prevail.

In the event a Vendor proposes a dollar amount range for any line item, the high end of the range will be used for evaluation purposes.

In the event a Vendor proposes $0.00 for any line item, the next lowest amount proposed by a Vendor will be used for evaluation purposes.

## Delivery of Responses

Email Response(s) to:

Erin Hamilton, CPPB

RFQQ Coordinator

WAHBE Contracts Office

RE: RFQQ HBE 19-004

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

The response must arrive to the WAHBE RFQQ Coordinator, no later than 3:00 p.m., PT, on the response due date stated in Section 1.10.

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

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

# SCREENING, EVALUATION, AND AWARD



## Administrative Screening

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

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

## Evaluation Process

### **Review of Mandatory Requirements**

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

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

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

### **Proposal Scoring**

Evaluators will assign points based upon Vendor’s submitted Proposal Response Template (RFQQ Section 4.2.2. / Exhibit B). Evaluators will score each element up to the maximum number of points listed below. All evaluator scores will then be averaged for the final score.

### Sections 1 through 5 of the Vendor’s submitted Proposal Response Template (Exhibit B) will have maximum scores, as follows:

|  |  |  |
| --- | --- | --- |
| **Section** | **Category/Details** | **Max. Score** |
| 1 | Vendor Experience and Community Engagement | 200 |
| 2 | Network Development, Oversight, and Integrity | 200 |
| 3 | Outreach and Education | 200 |
| 4 | Enrollment and Retention | 200 |
| 5 | Navigator Support | 200 |
|  | **TOTAL MAXIMUM SCORE POSSIBLE** | **1,000** |

### **Budget Proposal Scoring**

The proposed budget for a Lead Navigator Organization, whether proposing a single county or multiple counties, should not exceed the maximum allocation per county as reflected in Section 1.9.2.

The RFQQ Coordinator will calculate the financial score using the Vendor’s budget proposal.

### **Vendor Total Score**

Vendors will be ranked using the Vendor’s total score for its Response, with the highest score ranked first and the next highest score ranked second, and so forth.

* + - 1. For Vendor’s proposing Lead Navigator Organization services in **Yakima, Spokane, or King Counties**, Vendor’s total weighted score will be calculated as follows:

|  |  |  |
| --- | --- | --- |
| **Section** | **Category/Details** | **Max. Score** |
| 1-5 | * Vendor Experience and Community Engagement * Network Development, Oversight, and Integrity * Outreach and Education * Enrollment and Retention * Navigator Support | 1,000 |
| 6 | Budget Proposal | 250 |
| 7 | Optional Enrollment Center Operation Proposal | 250 |
|  | **TOTAL MAXIMUM SCORE POSSIBLE** | **1,500** |

* + - 1. For Vendor’s proposing Lead Navigator Organization services in **all other counties**, Vendor’s total weighted score will be calculated as follows:

|  |  |  |
| --- | --- | --- |
| **Section** | **Category/Details** | **Max. Score** |
| 1-5 | * Vendor Experience and Community Engagement * Network Development, Oversight, and Integrity * Outreach and Education * Enrollment and Retention * Navigator Support | 1,000 |
| 6 | Budget Proposal | 250 |
|  | **TOTAL MAXIMUM SCORE POSSIBLE** | **1,250** |

## Award Selection

The ASV will be the Responsive and Responsible Vendor that:

1. meets all the requirements of this RFQQ; and
2. one of the top scoring finalists as described in Section 5.2.5.; and
3. represents the best value for WAHBE with price and other factors considered.

## Notice of Award

WAHBE will notify all Vendors who submit a response of the selection of the ASV via Email and/or WEBS.

## Optional Vendor Debriefing

Only Vendors who submit a response may request an optional debriefing conference to discuss the evaluation of their response. The requested debriefing conference shall occur on or before the date specified in Section 1.10. The request shall be in writing (email acceptable) addressed to the RFQQ Coordinator.

The optional debriefing will not include any comparison between Vendor’s response and any other responses submitted. However, WAHBE will discuss the factors considered in the evaluation of the requesting Vendor’s response and address questions and concerns about Vendor’s performance with regard to the RFQQ requirements. The debriefing conference may take place via Skype for Business or by telephone.

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

## Protest Procedures

### **Procedure**

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

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

### **Grounds for protest**

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

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

### **Format and Content**

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

* + - Information about the protesting Vendor – name of firm, mailing address, telephone number and name of individual responsible for submission of the protest;
    - Information about the RFQQ – WAHBE reference number (HBE-19-004), RFQQ Coordinator;
    - Specific and complete explanation of the grounds for protest (See 5.5.2);
    - Specific reference to the grounds for the protest; and
    - Description of the relief or corrective action requested.

### **WAHBE Review Process**

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

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

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

### **WAHBE Determination**

The final determination shall result in one of the following:

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

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

# EXHIBITS

EXHIBIT A – Letter of Submittal Template

EXHIBIT B – Proposal Response Template

EXHIBIT C – Certifications and Assurances

EXHIBIT D – Subcontractor Utilization Statement

EXHIBIT E – Sample Contract

**EXHIBIT A**

**RFQQ HBE 19-004 – Lead Navigator Organization Services**

**Letter of Submittal Response Template (Mandatory, Pass/Fail)**

***Instructions***: Lead Navigator Organizations (Vendor) must use this template for their Letter of Submittal response. All fields must be completed. If a field is not applicable, Vendor must designate with N/A.

This template has been formatted as a protected document. Click into each field to make entries (do not tab).

**Section 1 – General Vendor Information**

|  |
| --- |
| 1. If your response represents a joint effort between your company and others, detail the relationship between the companies involved. Identify the lead firm who will Contract with WAHBE:   **Click or tap here to enter text.**   1. If your response represents a joint effort between your company and others, detail the relationship between the companies involved. Identify the lead firm who will Contract with WAHBE:   **Click or tap here to enter text.**   1. Vendor/Lead Firm Information   Legal Business name: **Click or tap here to enter text.**  Doing Business As (DBA) name: **Click or tap here to enter text.**  Address: **Click or tap here to enter text.**  Telephone: **Click or tap here to enter text.**  Email: **Click or tap here to enter text.**  Website: **Click or tap here to enter text.**   1. The legal status of the Vendor or lead firm (partnership, corporation, etc.):   **Click or tap here to enter text.**  The year the Vendor’s entity was organized as it now substantially exists:  **Click or tap here to enter text.**   1. Vendor primary contact concerning this RFQQ   Name and Title: **Click or tap here to enter text.**  Telephone: **Click or tap here to enter text.**  Email: **Click or tap here to enter text.**   1. The name(s), titles, and contact information of all other persons authorized to speak on behalf of Vendor on matters related to this RFQQ:   **Click or tap here to enter text.**   1. Vendor’s contact for legal notices:   Name and Title: **Click or tap here to enter text.**  Address: **Click or tap here to enter text.**  Telephone: **Click or tap here to enter text.**  Email: **Click or tap here to enter text.**   1. Vendor must provide a statement affirming that by submitting a response to this RFQQ, Vendor and its key Subcontractors (if applicable) are not in arrears in the payment of any obligations due and owing the State of Washington, including the payment of taxes and employee benefits, and shall not become in arrears during the term of the Contract if selected for Contract award:   **Click or tap here to enter text.**   1. Vendor’s Washington Uniform Business Identification (UBI) number. Vendor must be licensed to do business in the State of Washington before any resulting Contract is executed. Provide Vendor organization’s UBI number issued by the Washington State Department of Licensing or an affirmation that the Vendor will obtain a business license before executing a Contract:   **Click or tap here to enter text.**   1. State Vendor’s Federal Employer Tax Identification Number:   **Click or tap here to enter text.**   1. Vendor’s Business Diversity Classification **(check one)** and Certification number:   None/Not Applicable:  Minority-Owned  Veteran-Owned  Small Business  Woman-Owned  Certification Number(s): **Click or tap here to enter text.**     1. If the Vendor or any Subcontractor contracted with the State of Washington during the past twenty-four (24) months, indicate the name of the agency, the Contract number and project description and/or other information available to identify the Contract:   **Click or tap here to enter text.**   1. Conflict of Interest information:  * If any of Vendor’s employees or officers were employed by WAHBE or the State of Washington during the last two (2) years, state their positions within the organization, their proposed duties under any resulting Contract, their duties and position during their employment with WAHBE or the state, and the date of their termination from WAHBE/state employment:   **Click or tap here to enter text.**   * If any owner, key officer, or key employee of Vendor is related by blood or marriage to any employee of WAHBE or has a close personal relationship to same, identify all the parties, identify their current or proposed positions, and describe the nature of the relationship:   **Click or tap here to enter text.**   * Vendor must disclose if they have a business relationship with any current major WAHBE Contractor:   **Click or tap here to enter text.**     * If Vendor is aware of any other real or potential conflict of interest, Vendor must fully disclose the nature and circumstances of such potential conflict of interest. If, after review of the information provided and the situation, WAHBE determines that a potential conflict of interest exists, it may, at its sole option, disqualify Vendor from participating in this RFQQ. Failure to fully disclose any real or potential conflict of interest may result in the disqualification of Vendor or the Termination for Default of any Contract with Vendor resulting from this RFQQ:   **Click or tap here to enter text.**   1. Termination for Default is defined as a notice to stop work due to Vendor’s nonperformance or poor performance, where the issue of performance was either not litigated due to inaction on the part of Vendor or litigated and determined that Vendor was in default.   If Vendor has had a Contract terminated for default in the last five (5) years, Vendor must submit full details including the other party’s name, address, and telephone number. Vendor must specifically grant WAHBE permission to contact any and all involved parties and access any and all information WAHBE determines is necessary to satisfy its investigation of the termination. WAHBE will evaluate the circumstances of the termination and may at its sole discretion, bar the participation of Vendor in this RFQQ:  **Click or tap here to enter text.**   1. Vendor has reviewed the terms of the Sample Contract (Exhibit E) included in this RFQQ and, if selected as the ASV, agrees to sign a Contract substantially the same.   Select Yes or NO   1. Does Vendor wish to take any exceptions to the Sample Contract provided in the RFQQ or propose any alternate Contract language (see RFQQ section 3.16)?   a. Select Yes or NO  b. If Yes, Vendor must attach a list of all proposed changes to this Letter of Submittal as a separate document; including the specific section reference and alternate language desired.     1. A list of all RFQQ amendments received by amendment issue date. If no RFQQ amendments were received, write a statement to that effect. Vendor questions/WAHBE responses are considered an amendment to the RFQQ:   **Click or tap here to enter text.**   1. A detailed list of all materials and enclosures being sent in the response:   **Click or tap here to enter text.** |
|  |
| * **R** |

**Section 2 – References**

Vendor shall provide two (2) business references for which Vendor has provided professional staff services similar to those required by WAHBE.

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

Vendor References will be contacted for the top-ranking response(s) only.

**Reference #1**

Company Name: **Click or tap here to enter text.**

Primary Contact Name: **Click or tap here to enter text.**

Telephone Number: **Click or tap here to enter text.**

Email Address: **Click or tap here to enter text.**

Describe the type of services provided: **Click or tap here to enter text.**

Project duration: **Click or tap here to enter text.**

**Reference #2**

Company Name: **Click or tap here to enter text.**

Contact Name: **Click or tap here to enter text.**

Telephone Number: **Click or tap here to enter text.**

Email Address: **Click or tap here to enter text.**

Describe the type of services provided: **Click or tap here to enter text.**

Project duration: **Click or tap here to enter text.**

**Section 3 – Attestations, Assurances, and Disclosures**

1. Per RFQQ Section 1.6.1., Vendor attests to the following type of organization qualified to serve as a Lead Navigator Organization **(check one)**:

Trade, industry, and professional association

Commercial fishing industry organizations, ranching/farming organization

Chambers of Commerce

Union

Resource partners of the Small Business Administration

Agents/Broker (uncompensated)

Other public or private entity, such as tribe, tribal organization, urban Indian health program, or state and local human service organization. Describe: **Click or tap here to enter text.**

1. Per RFQQ Section 1.6.2., Vendor attests it does not have any of the following prohibited affiliations:
2. A health insurance company or issuer of stop loss insurance.
3. A subsidiary of a health insurance company or issuer of stop loss insurance.
4. An association that includes members of or lobbies on behalf of the insurance industry.
5. An organization that receives compensation or consideration, directly or indirectly, from any health insurance issuer or issuer of stop loss insurance in connection with the enrollment of any individuals or employees in a QHP or non-QHP.

**YES**, the Vendor has affiliations as listed above. Explain:

**NO**, the Vendor has no affiliations as listed above.

1. Per RFQQ Section 2.1., Vendor attests that it meets all the organizational requirements listed.

**YES**, the Vendor attests it meets all the organizational requirements.

**NO**, the Vendor does not attest that it meets all the organizational requirements. Reason: **Click or tap here to enter text.**

1. Per RFQQ Section 2.2., Vendor attests it will comply with the confidentiality and conflict of interest requirements listed.

**YES**, the Vendor attests it will comply with all confidentiality and conflict of interest requirements.

**NO**, the Vendor does not attest that it will comply with all confidentiality and conflict of interest requirements. Reason: **Click or tap here to enter text.**

1. Per RFQQ Section 2.3., Vendor attests it will comply with the required disclosure requirements and prohibited conditions.

**YES**, the Vendor attests it will comply with the required disclosure requirements and prohibited conditions.

**NO**, the Vendor does not attest that it will comply with the required disclosure requirements and prohibited conditions. Reason: **Click or tap here to enter text.**

1. Per RFQQ Section 2.4., Vendor attests it will comply with the background check requirements.

**YES**, the Vendor agrees to comply with the background check requirements.

**NO**, the Vendor does not agree to comply with the background check requirements. Reason: **Click or tap here to enter text.**

1. Per RFQQ Section 2.5., Vendor attests services will be delivered in compliance with the cultural, language and disability requirements.

**YES**, the Vendor agrees to comply with the cultural, language and disability requirements.

**NO**,the Vendor does not agree to comply with the cultural, language and disability requirements. Reason: **Click or tap here to enter text.**

1. Per RFQQ Section 2.6., Vendor attests it will comply with the responsibilities of network development, network oversight, program integrity, outreach and education, enrollment and retention, navigator management and support, and key performance indicators.

**YES**, the Vendor attests it will comply with the responsibilities.

**NO**, the Vendor does not attest to comply with the responsibilities. Reason: **Click or tap here to enter text.**

**Enrollment Center Services (optional)**

I/We are not proposing an optional Enrollment Center **(check and skip to the next Section)**

I/We are proposing an optional Enrollment Center **(check and complete this Section)**

* + - 1. Per RFQQ Section 2.7., Vendor attests that it will comply with enrollment center site, operations and staff, hours of operation, service, marketing, and reporting requirements.

**YES**, the Vendor attests it will comply with the requirements.

**NO**, the Vendor does not attest to comply with the requirements. Reason: **Click or tap here to enter text.**

* + - 1. Per RFQQ Section 2.7., Vendor attests that in no event may the operation of an Enrollment Center impair the Vendor’s ability to perform its Lead Navigator Organizations responsibilities as reflected in RFQQ Section 2.1. through 2.5.

**YES**, the Vendor attests that Enrollment Center services will not impair the Vendor’s ability to perform its Lead Navigator Organization responsibilities.

**NO**, the Vendor does not attest that the Enrollment Center services will not impair the Vendor’s ability to perform its Lead Navigator Organization responsibilities. Reason: **Click or tap here to enter text.**

In accordance with RFQQ Section 4.2., I attest that I am the person authorized to bind my organization to any Contract that may result from this RFQQ. Furthermore, I attest that the information provided in this Letter of Submittal is complete and true. If selected as the ASV, I confirm my organization agrees to comply with the requirements and conditions specified throughout this RFQQ and in any resulting Contract.

Name: **Click or tap here to enter text.**

Job Title: **Click or tap here to enter text.**

Phone: **Click or tap here to enter text.**

Email: **Click or tap here to enter text.**

Date: **Click or tap here to enter text.**

Signature:

**EXHIBIT B**

**RFQQ HBE 19-004 – Lead Navigator Organization Services**

**Proposal Response Template (Mandatory, Scored)**

***Instructions***: Lead Navigator Organizations (Vendor) must use this template for their response. All fields must be completed. If a field is not applicable, Vendor must designate with N/A.

This template has been formatted as a protected document. Click into each field to make entries (do not tab).

Unless otherwise noted, all sections and responses within this document are **Mandatory and Scored**.

**Section 1 – Vendor Experience and Community Engagement**

*In this section, Vendor will describe its mission and purpose, staff size and experience.*

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| 1. State Vendor’s mission or purpose. Describe how it relates to WAHBE’s Navigator program (limit 250 words):   **Click or tap here to enter text.**   1. Explain Vendor’s relationship to uninsured populations and/or under-insured populations in Washington State.   **Click or tap here to enter text.**   1. Explain Vendor’s role or involvement with the Accountable Communities of Health program.   **Click or tap here to enter text.**   1. Name of Vendor’s CEO or Executive Director, and number of years in this position:   **Click or tap here to enter text.**   1. Name of Vendor employee that directly oversees the Navigator Program and serves as the key contact for WAHBE staff, number of years in this position, and percent of time committed to overseeing the Navigator program. If this position is currently vacant please explain your plan to fill it:   Name: **Click or tap here to enter text.**  Number of Years in this position: **Click or tap here to enter text.**  % of time dedicated to work under the resulting Contract: **Click or tap here to enter text.**  If position is vacant, please explain the plan to fill this position:  **Click or tap here to enter text.**   1. Provide a Vendor chart (or charts) with the application packet showing the organizational alignment of the Navigator program, including manager(s) and staff position(s) who will perform work under the resulting Contract.   **Submit as a separate document with this response template.**   1. Provide the following information for each staff person who will perform work under the resulting Contract, other than the manager listed in #3 above:  |  |  | | --- | --- | | **Name (or indicate if vacant)** |  | | Job title/role (Enhanced User, Navigator, Outreach or other) |  | | % of full time (40 hours per week) dedicated to work under the resulting Contract |  | | Length of time as a Navigator |  | | Length of time in current role |  | | Languages spoken other than English |  | | Other specialized skills |  | |  | | | **Name (or indicate if vacant)** |  | | Job title/role (Enhanced User, Navigator, Outreach or other) |  | | % of full time (40 hours per week) dedicated to work under the resulting Contract |  | | Length of time as a Navigator |  | | Length of time in current role |  | | Languages spoken other than English |  | | Other specialized skills |  | |  | | | **Name (or indicate if vacant**) |  | | Job title/role (Enhanced User, Navigator, Outreach or other) |  | | % of full time (40 hours per week) dedicated to work under the resulting Contract |  | | Length of time as a Navigator |  | | Length of time in current role |  | | Languages spoken other than English |  | | Other specialized skills |  | |  | | | **Name (or indicate if vacant)** |  | | Job title/role (Enhanced User, Navigator, Outreach or other) |  | | % of full time (40 hours per week) dedicated to work under the resulting Contract |  | | Length of time as a Navigator |  | | Length of time in current role |  | | Languages spoken other than English |  | | Other specialized skills |  |   \*Add additional sections as needed   1. In addition to the Navigator Program, list programs that the same managers and/or staff who will perform work under the resulting Contract, are responsible to administer, including amount of funding received for each program, and source of funding:  |  |  |  | | --- | --- | --- | | Program | Amount of funding | Source of funding | |  | $ |  | |  | $ |  | |  | $ |  | |  | $ |  |   \*Add rows as needed   1. Explain how the Vendor promotes hiring and retaining Navigators within Vendors network that reflect the demographic characteristics and languages spoken within Vendors geographic service area:   **Click or tap here to enter text.**   1. Service Area and Population to be served 2. Specify the county or counties proposed to be included in the service area:   **Click or tap here to enter text.**   1. Indicate in which of these counties the Vendor has a physical presence:   **Click or tap here to enter text.**  **Section 2 – Network Development, Oversight and Integrity**  In this section, Vendors will use the results of their assessment of the geographic service area to select and establish partnerships with community-based organizations that have existing ties to individuals in WAHBE target groups or other underinsured groups to deliver Navigator services.   1. Navigator Network Partners   The Vendor will ensure that the composition of its Navigator network provides sufficient sites to assure that enrollment assistance is reasonably available throughout the service area. To the extent possible, the network should include organizations with existing relationships to and services that respond to the needs of WAHBE’s target populations and other uninsured groups.   1. Describe how Vendor will keep partners and Navigators apprised of program changes and updates.   **Click or tap here to enter text.**   1. Provide a list of each organization in Vendor’s proposed county that Vendor will subcontract with as a Network Partner to deliver Navigator services. Provide a separate list for each county proposed:   Enrollment sites in       County   |  |  | | --- | --- | | Organization name |  | | Address where Navigator services are delivered |  | | Number of Navigators at each site |  | | Languages spoken by Navigators (other than English) |  | | Target population(s) served |  | | Subcontract status: expiration date, pending, or to be developed upon contract execution |  | |  |  | | Organization name |  | | Address where Navigator services are delivered |  | | Number of Navigators at each site |  | | Languages spoken by Navigators (other than English) |  | | Target population(s) served |  | | Subcontract status: expiration date, pending, or to be developed upon contract execution |  | |  |  | | Organization name |  | | Address where Navigator services are delivered |  | | Number of Navigators at each site |  | | Languages spoken by Navigators (other than English) |  | | Target population(s) served |  | | Subcontract status: expiration date, pending, or to be developed upon contract execution |  |   \*Add additional sections as needed   1. Subcontracts and Written Agreements (Mandatory, Pass/Fail)   Vendor must establish and maintain either (1) a subcontract with each of the paid Network Partner Navigator organizations; or (2) a written agreement with each unpaid Network Partner. The subcontract or agreement must contain the elements identified as required in Exhibit E, Sample Contract.  A. Attach a sample of the subcontract and/or agreement Vendor will use with paid and unpaid Network Partners to this proposal response template.   1. Vendor has the discretion to enter into paid subcontracts with Network Partner Navigator organizations, and to determine the amount and method of payment. The Lead Navigator Organization shall disclose any compensation to be paid to Network Partners on Exhibit B – Proposal Response Template. 2. Program Integrity   Program integrity is preserved by taking steps to reduce the risk of Navigator errors or misconduct. These steps include verifying that individuals meet established guidelines to perform Navigator work; assuring Navigators complete required training and testing; assuring background checks are on file that were conducted within the past 24 months; publishing a complaint process, etc.   1. Describe how Vendor assures background checks are on file for each Navigator that were conducted within the previous 24 months and are free of disqualifying crimes as outlined in RFQQ Section 2.4.   **Click or tap here to enter text.**   1. Summarize Vendor’s process to resolve complaints and how customers are informed about the process.   **Click or tap here to enter text.**   1. Describe Vendor’s procedure or approach in the event of a Navigator breach of security.   **Click or tap here to enter text.**  **Section 3 – Outreach and Education**  In this section, outline how Vendor will plan and conduct outreach within the designated geographic service area, in collaboration with Network Partner Navigator organizations, to promote coordinated and broad coverage.   1. Quarterly Outreach Plan and Monthly Activity Report   Vendor must submit a quarterly outreach plan outlining outreach and community education activities to be conducted during the upcoming quarter by Vendor and/or its Network Partner Navigator organizations. At the end of each month, Vendor must submit a monthly activity report detailing completion of the planned activities.   1. Quarterly Outreach Plan   Provide Vendor’s outreach and community education plan for the first three months of the resulting Contract – July1, 2019 through September 30, 2019.   1. Activities to be included in the quarterly outreach plan outside open enrollment must be aimed at reaching individuals eligible for Washington Apple Health or a QHP Special Enrollment Period.  * List the community-based sites where Navigators will conduct periodic outreach to individuals in WAHBE’s target groups, such as libraries, food banks, farmer’s markets, colleges/universities, primary and secondary schools, faith-based organizations, DSHS offices or WorkSource Centers, community centers, or other settings frequented by community members. Include how frequently Navigators will visit each location. * List other outreach strategies Vendor will use outside open enrollment. * Explain how Vendor will conduct or facilitate outreach to individuals determined no longer eligible for Washington Apple Health or who need to take action related to their account using data provided by WAHBE.   In the table below, identify ongoing or one-time outreach Vendor or partners will conduct during the quarter. Identify the WAHBE target populations, or other target populations, Vendor is seeking to reach for each activity. The number of outreach and community education activities will vary depending on the geographic area and population of the service area Vendor proposes to serve.   |  |  |  |  | | --- | --- | --- | --- | | Outreach activity | Location and setting (Olympia Library, Tacoma Community College) | How often will Vendor visit this setting during the quarter | Target population(s) reached | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  |   \*Add rows as needed   1. Open Enrollment Outreach   Provide 5 to 10 examples of activities Vendor will consider during open enrollment aimed at reaching QHP-eligible individuals in WAHBE’s target populations (American Indian/Alaska Native, Communities of Color, LGBTQ, Rural)   1. Activities to be included in the quarterly outreach plan covering open enrollment must be focused on reaching QHP-eligible groups. The open enrollment outreach plan must list the communities, and the potential settings within those communities, where Vendor is considering conducting outreach during open enrollment.     The Quarterly Outreach Plan covering open enrollment will not be due until September 2019; however, in the table below, provide 5-10 examples of outreach/enrollment strategies Vendor expects to conduct during open enrollment.   |  |  |  |  | | --- | --- | --- | --- | | Outreach activity | Location and Setting (Olympia Library, Tacoma Comm. Coll.) | How often will Vendor visit this setting during the quarter | Target population(s) reached | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  | |  |  |  |  |   \*Add rows as needed   1. Describe how Vendor will conduct or facilitate outreach to individuals who have initiated, but not completed a QHP enrollment application and are partnered with a Navigator during open enrollment using data provided by WAHBE.   **Click or tap here to enter text.**   1. Community Education   The goal of community education is to educate and inform community groups or members about health care coverage available through WAHBE and the availability of Navigators. Vendor will share information about how to make referrals to Navigators when members of these groups or organizations encounter individuals in need of assistance.   1. What geographic areas will Vendor target for community education activities during the first three months of the resulting Contract (July 1, 2019 through September 30, 2019)?   **Click or tap here to enter text.**   1. Activities to be included in the quarterly outreach plan for community education must be focused on outreach to organizations with strong ties to WAHBE’s target populations to provide education/information about WAHBE coverage and Navigator services available.   In the table below, include the community groups or organizations name, Vendor will prioritize, location, and the relationship of each group or organization to WAHBE’s target populations or other uninsured individuals.   |  |  |  | | --- | --- | --- | | Name of Organization | Location | Relationship to target population(s) | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  |   \*Add rows as needed   1. Describe how Vendor or Network Partners will conduct outreach to individuals determined no longer eligible for Washington Apple Health, or who need to take action related to their account, using data provided by WAHBE:   **Click or tap here to enter text.**  **Section 4 – Enrollment and Retention**  In this section, Vendor must outline how it will provide a WAHBE-approved network of Navigators to deliver one-on-one, in-person QHP and Washington Apple Health enrollment services throughout the service area.   1. Enrollment and Retention Activities   WAHBE will track enrollment activity to assure ongoing activity, including new enrollment and renewals in Washington Apple Health, QHP enrollment during open enrollment and under a Special Enrollment Period outside open enrollment.   1. Using the table below, provide the number of Navigators available in each county to deliver enrollment assistance, and explain how Vendor has determined that this number is sufficient to provide reasonable access to assistance.  |  |  |  | | --- | --- | --- | | County | Number of Navigators | Briefly explain how this number is sufficient | |  |  |  | |  |  |  | |  |  |  | |  |  |  |   \*Add rows as needed   1. Explain how Vendor will follow up with QHP enrollees partnered with Navigators throughout the year to convey important information and offer assistance related to accessing primary care, tax filing requirements, change reporting, etc.   **Click or tap here to enter text.**  **Section 5 – Navigator Support**  Vendor is the point of contact and first line of support for Network Partners and Navigators who need assistance related to HPF application and enrollment work. In this section, Vendor will address how it will provide Enhanced User support.   1. Enhanced User Support   Vendor will establish and maintain a number of staff as Navigator Enhanced Users. Enhanced Users are Vendor staff who have HPF access with increased permission and functionality. Their role is to support Navigators within the service area who have questions, experience system issues, or who have account problems during the application and enrollment process. To be designated as an Enhanced User, individuals must complete required training and must participate in ongoing Enhanced User group meetings and activities. When an Enhanced User is unable to resolve an account issue, he/she submits a Zendesk ticket to WAHBE or follows other WAHBE processes.  Vendor will establish the number of Enhanced Users necessary to provide real-time assistance to Navigators during regular business days and hours. If Enhanced Users cannot respond immediately, follow-up needs to occur within 24 hours. During open enrollment, Enhanced User support should be available during extended hours and during periods of peak volume related to enrollment deadlines.   1. Provide the ratio of Enhanced Users in full time equivalent to Navigators in the service area (for example, 1.5 Enhanced User per 25 Navigators):   **Click or tap here to enter text.**   1. Explain the volume of requests for assistance Vendor expects and how Vendor determined this estimate:   **Click or tap here to enter text.**   1. Explain how Vendor will provide real-time support during regular business hours for the HPF system, account or user issues that need intervention or to be reported through WAHBE’s help ticket process:  * **Click or tap here to enter text.**  1. What extended hours of Enhanced User support will be available during open enrollment:  * **Click or tap here to enter text.**  1. Training and Certification   All Navigators must meet WAHBE training standards to ensure expertise in QHP and Medicaid eligibility and enrollment rules, procedures and enrollee responsibilities; privacy and security standards; and other program-related requirements. Navigators must be granted certification by WAHBE prior to providing any consumer assistance related to coverage through WAHBE.   * 1. Describe the Vendor’s approach to oversight, coaching and/or supplemental training to Navigators, as needed, to attain proficiency in Navigator responsibilities. WAHBE will provide Vendors with the names of Navigators who need additional coaching and support based on the Navigator’s performance on required training and testing.   **Click or tap here to enter text.**  **Section 6 – Budget Proposal**  The Vendor is to include all costs that it would charge for performing the tasks including administrative staff costs and any non-labor expenses necessary to accomplish the tasks and to produce the services and deliverables. No additional charges for overhead, travel or other expenses shall be allowed.  **If proposing for multiple Service Areas, Vendor shall submit a separate budget proposal (parts A and B below) for each Service Area (County) proposed.** In the event the Vendor’s administrative or other costs are shared between multiple counties, the Vendor shall distribute the costs accordingly and reflect the distributed amount in each individual budget submitted.  The Vendor is instructed to base its Budget Proposal in accordance with the requirements, terms, and conditions of this RFQQ and Sample Contract, not alternate terms as proposed by the Vendor. Failure to do so will result in disqualification.  A dollar amount is required for all line items listed, even if the value is $0.00. Any line item that is left blank or not addressed will be considered a $0.00 proposal for the item(s).  In the event of a mathematical inconsistency between a line item price and an extended price based on quantities, the line item price will prevail.  In the event a Vendor proposes a dollar amount range for any line item, the high end of the range will be used for evaluation purposes.   * + - 1. Lead Navigator Organization Proposed Budget for       (county) (Mandatory, Scored)  |  |  |  |  | | --- | --- | --- | --- | | Expenses | Annual Amount | In-Kind | Expense Details | | Administrative Fee | $ | $ |  | | Project management/administration staff: salaries, benefits and other employee costs | $ | $ |  | | Enhanced User(s): salaries, benefits and other costs | $ | $ |  | | Navigator staff: salaries, benefits and other costs | $ | $ |  | | Supplies/equipment | $ | $ |  | | Travel/transportation | $ | $ |  | | Outreach | $ | $ |  | | Network Partner organization amount | $ | $ |  | | Other: (itemize if more than 5% of total bid amount) | $ | $ |  | | TOTALS | $ | $ | |  * + - 1. Paid Partner Contract Amounts for       (county) (Mandatory, Pass/Fail):   Vendor shall provide costs associated with paid partner organizations that will assist with the Lead Navigator Organization functions.   |  |  | | --- | --- | | Partner Organization Name | Contract Amount | |  | $ | |  | $ | |  | $ |   \*Add rows as needed  **Section 7 – Optional Enrollment Center Operation – Yakima, Federal Way, and Spokane Only (Optional, Scored)**  I/We are not proposing an optional Enrollment Center (check and skip to Section 8)  I/We are proposing an optional Enrollment Center for the following city/cities:  (check and complete Section 7)  City of Yakima  City of Spokane  City of Federal Way   1. Enrollment Center Site Requirements 2. Provide the address of the Enrollment Center:   **Click or tap here to enter text.**   1. Explain how one-on-one services are provided in a setting that ensures confidentiality and privacy:   **Click or tap here to enter text.**   1. Explain the Enrollment Center’s proximity to public transportation and physical accessibility for individuals with disabilities:   **Click or tap here to enter text.**   1. Attach or upload interior and exterior photos of the enrollment center, including the entryway, reception area, counseling areas, and view from the street.   **Click or tap here to enter text.**   1. Enrollment Center Operations and Staff   Vendor will manage daily operations of the Enrollment Center, including staffing, to ensure sufficient assistance is available during hours of operation. Vendor must anticipate and provide adequate staffing during peak enrollment activity related to enrollment deadlines.   1. List all Vendor staff who will deliver assistance from the Enrollment Center and the individual’s role at the Enrollment Center:  |  |  |  | | --- | --- | --- | | Name | Role | Length of time in role | |  |  |  | |  |  |  | |  |  |  |   \*Add rows as needed   1. List any Brokers who will deliver assistance from the Enrollment Center:  |  |  |  | | --- | --- | --- | | Name | Organization | Carrier affiliation(s) | |  |  |  | |  |  |  | |  |  |  |   \*Add rows as needed   1. Describe the process Vendor used to recruit and select Brokers to deliver services from the Enrollment Center location:   **Click or tap here to enter text.**   1. Attach to this response template, a sample of the written agreement Vendor will use with Brokers who deliver services from Vendors Enrollment Center location:   **Click or tap here to enter text.**   1. Explain strategies Vendor will use to market and create awareness around the availability of the enrollment center in the community.   **Click or tap here to enter text.**   1. Estimate the volume of application and enrollment activity Vendor expects at the enrollment center and the basis for this estimate: 2. Estimate monthly Washington Apple Health enrollment/renewal:   **Click or tap here to enter text.**   1. Estimate QHP enrollments/renewals during open enrollment:   **Click or tap here to enter text.**   1. Estimate monthly QHP through Special Enrollment Period (outside open enrollment):   **Click or tap here to enter text.**   1. Explain how you calculated these estimates:   **Click or tap here to enter text.**   1. Enrollment Center Hours of Operation   Enrollment Centers will establish and post regular business hours, generally reflecting customary days and hours (i.e., Monday through Friday, 8:00 a.m. to 5:00 p.m.). Enrollment Centers will be open extended hours around key enrollment deadlines and will accommodate consumers who walk in and those who request appointments.  A. Provide scheduled days and hours of operation, along with anticipated extended hours during open enrollment:   |  |  |  | | --- | --- | --- | | Enrollment Center Hours of Operation | | | | Day of Week | Regular Hours (non-open enrollment) | Extended Hours (during open enrollment) | | Sunday |  |  | | Monday |  |  | | Tuesday |  |  | | Wednesday |  |  | | Thursday |  |  | | Friday |  |  | | Saturday |  |  |   B. Budget Proposal:   |  |  | | --- | --- | | Categories | Annual Amount | | Additional Lead Navigator Organization staff during open enrollment | $ | | WAHBE-approved internal/external HFP signage | $ | | Advertising/marketing/events | $ | | Operational overhead, including rent, equipment/supplies | $ | | TOTAL | $ |   **Section 8 – Certification by Authorized Vendor Representative**  On behalf of \_     \_\_\_\_(Vendor), I certify that this Proposal Response Template is complete and accurate to the best of my knowledge and, if selected, I agree to bind my organization to the responses and bid prices contained herein.     |  |  |  | | --- | --- | --- | | Name (Printed or Typed) |  | Title | |  |  | | Signature | Date | |
|  |

**EXHIBIT C**

**CERTIFICATIONS AND ASSURANCES**

**For RFQQ HBE 19-004 – Lead Navigator Organization Services**

**Issued by the Washington Health Benefit Exchange**

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

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

The attached response is a firm offer for a period of one hundred twenty (120) days following the response due date specified in the RFQQ, and it may be accepted by WAHBE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the one hundred twenty (120) day period. In the case of protest, our response will remain valid for one hundred eighty (180) days or until the protest is resolved, whichever is later.

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

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

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

We (**Check one**)  **are /  are not** submitting proposed alternate Contract language or exceptions (see RFQQ Section 3.16.).

|  |  |  |
| --- | --- | --- |
| Authorized Vendor Representative Signature |  | Vendor Name |
| Printed Name |  | Date |

**EXHIBIT D**

**Washington Health Benefit Exchange**

Subcontractor Utilization Statement

(Use Additional Sheets as Necessary)

|  |  |
| --- | --- |
| Prime Contractor | Contract Number:  RFQQ 19-004 |
| Mailing Address: (PO BOX is OK): | |
| City, State, Zip Code: | |
|  | |
| **I DO NOT PLAN TO USE SUBCONTRACTORS  - OR - LIST ALL SUBCONTRACTORS YOU PLAN TO USE BELOW:** | |
|  |  |
| Firm Name: | Minority Business? Women Business? Other? Yes No Yes No |
| Address: | Federal I.D. Number: |
| City, State, Zip Code: | UBI Number: |
| Description of Work to be Sub-let: | |
|  |  |
| Firm Name: | Minority Business? Women Business? Other?  Yes No Yes No |
| Address: | Federal I.D. Number: |
| City, State, Zip Code: | UBI Number: |
| Description of Work to be Sub-let: | |
|  |  |
| Firm Name: | Minority Business? Women Business? Other?  Yes No Yes No |
| Address: | Federal I.D. Number: |
| City, State, Zip Code: | UBI Number: |
| Description of Work to be Sub-let: | |

**Authorized Prime Contractor Signature:** **Printed Name:**  **Date:**

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

**EXHIBIT E**

**SAMPLE CONTRACT**

**FOR LEAD NAVIGATOR ORGANIZATION SERVICES**

**BETWEEN**

**WASHINGTON HEALTH BENEFIT EXCHANGE**

**AND**

**[CONTRACTOR NAME]**

This Contract is made and entered into by and between the Washington Health Benefit Exchange, hereinafter referred to as "WAHBE", and **[CONTRACTOR NAME]**, hereinafter referred to as “Contractor”.

# SPECIAL TERMS AND CONDITIONS

## SCOPE OF WORK

### Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing the Work to be performed under this Contract, the nature of the working relationship between WAHBE and Contractor, and specific obligations of both parties.

### Contractor shall provide services, staff, and Deliverables as described in Exhibit B, Statement of Work (the “Deliverables”), and otherwise do all things necessary for or incidental to the performance of Work, as set forth in Exhibit B, Statement of Work, attached hereto and incorporated by reference herein and any other Statement of Work entered into by the parties under this Contract.

### Additional Statements of Work within the scope of this Contract may be added to and incorporated in the Contract by mutual written Amendment. More than one Statement of Work may be active in any given period.

### Under no circumstances will Contractor perform any work until this Contract has been fully executed by both parties. Any work performed without a properly executed Contract and Statement of Work will be at the Contractor’s risk. WAHBE is under no obligation to pay for work performed without properly executed authorization.

## PERIOD OF PERFORMANCE

The initial period of performance under this Contract will be from July 1, 2019 or from the date of execution by both parties, whichever is later, through June 30, 2020, unless sooner terminated as provided herein. WAHBE may extend this Contract through June 30, 2024, in whatever time increments WAHBE deems appropriate.

## PRICING AND ADJUSTMENT

Prices for work shall not be subject to increase throughout the Contract period unless agreed to in writing by WAHBE. Should WAHBE decide toextend the Contract as permitted above, rates may be negotiated for adjustments in pricing for any subsequent terms; however, rate increases may not exceed the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.

For purposes of this section, “Consumer Price Index” shall mean The Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base.

## COMPENSATION

### **Maximum Compensation.** The maximum compensation, which includes any allowable expenses, payable to Contractor for acceptance (as described below) of the Deliverables under this Contract shall not exceed       ($     ) (the “Maximum Compensation”).

Contractor’s compensation shall be based on:

#### Amounts for Deliverables identified in Exhibit B, Statement of Work. These amounts may not be exceeded without prior written approval from the WAHBE Contract Manager; and

#### Contractor’s total annual Contract amount shall be divided by 12 and paid to the Contractor in equal monthly installments. WAHBE shall make payment to Contractor within thirty (30) calendar days of receipt and acceptance of Contractor’s monthly activity report and accompanying properly executed invoices, subject to WAHBE’s exercise of its remedies.

### **No Additional Compensation.** Contractor and WAHBE agree that timely completion by Contractor of all work and delivery of any Deliverables and other work products shall be critical, that time shall be of the essence for Contractor’s performance of its work, and that no additional compensation shall be paid unless work is expanded under the Statement of Work (Exhibit B) by an Amendment executed by authorized representatives of Contractor and WAHBE or in a subsequent Statement of Work.

### **Expenses.**

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

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

## INVOICES AND BILLING PROCEDURES

### **Initial Set Up.** Contractor shall complete and submit both an [IRS form W-9, Request for Taxpayer Identification Number and Certification](https://www.irs.gov/forms-pubs/about-form-w9) and an [ACH Enrollment Form](https://www.wahbexchange.org/wp-content/uploads/2017/12/HBE_171219_ACH-Enrollment-Form.doc) to WAHBE at [finance@wahbexchange.org](mailto:finance@wahbexchange.org) within five (5) business days of Contract execution.

If unable to receive electronic payment (ACH), Contractor must email WAHBE at [finance@wahbexchange.org](mailto:finance@wahbexchange.org) to request other payment options.

### **Submission Requirements.**

1. Contractor’s shall electronically submit a completed Monthly Activity Report to the WAHBE Contract Manger specified in Section 6.D, or their designee. Monthly Activity Reports must be submitted no later than the 10th day of month following the month in which services were rendered. Contractor shall only submit invoices for the services or Deliverables authorized in this Contract. The Monthly Activity Report must fully describe and document, to WAHBE’s satisfaction, all work performed.

#### The Monthly Activity Report, including any applicable documentation attached, must include Contract reference number **HBE-**. WAHBE will return incorrect or incomplete reports to Contractor for correction and reissue.

### **Review and Acceptance.** Monthly Activity Reports shall be reviewed and approved by the WAHBE Contract Manager identified in Section 6­­.D., or his/her designee before payment will be made to Contractor.

### **Payment.**

#### WAHBE shall make payment to Contractor within thirty (30) calendar days of receipt and acceptance of specified Deliverables and authorized services, subject to WAHBE’s exercise of its remedies.

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

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

## CONTRACT MANAGEMENT

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

### Contractor represents and warrants that the Contractor Contract Manager shall be fully qualified to perform the tasks required of that position under this Contract. The Contractor Contract Manager shall be able to make binding decisions pursuant to this Contract and approve Statements of Work for Contractor.

### WAHBE can change its Contract Manager in its sole discretion. The Contractor Contract Manager shall not be changed from the person proposed in the Proposal. If the Contractor Contract Manager is replaced, Contractor will promptly (but in no event more than ten calendar days) provide notice to WAHBE, submit a resume, and obtain approval of the replacement Contractor Contract Manager from WAHBE, prior to his or her beginning work on the Project. Contractor shall temporarily fill the Contractor Contract Manager within seven (7) calendar days of it being vacated and shall fill the position with a permanent fulltime replacement within forty-five (45) calendar days of the Contractor Contract Manager’s removal.

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

|  |  |
| --- | --- |
| **Contractor Contract Manager:** | **WAHBE Contract Manager:** |
| Name & Title | Kelly Boston, Associate Director – Outreach |
| Address | 810 Jefferson Street SE |
| City, State Zip | Olympia, WA 98501-1417 |
| Phone: | Phone: (360) 688-7747 |
| Email: | Email: [kelly.boston@wahbexchange.org](mailto:kelly.boston@wahbexchange.org) |

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

|  |  |
| --- | --- |
| **Notice Contact(s) for Contractor:** | **Notice Contact(s) for WAHBE:** |
| Name & Title | General Counsel |
| Address | 810 Jefferson Street SE |
| City, State Zip | Olympia, WA 98501-1417 |
| Phone: | Phone: (360) 688-7700 |
| Email: | Email: [leah.hole-marshall@wahbexchange.org](mailto:leah.hole-marshall@wahbexchange.org) |
|  |  |
| Name & Title | Contracts Office |
| Address | 810 Jefferson Street SE |
| City, State Zip | Olympia, WA 98501-1417 |
| Phone: | Phone: (360) 688-7700 |
| Email: | Email: [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org) |

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

## LEGAL AND REGULATORY COMPLIANCE

During the term of this Contract, Contractor shall comply with all federal, State, and WAHBE laws, regulations, and codes applicable to the Contractor’s performance of the Services. During the term of the Contract if either party becomes aware of changes in any applicable federal or State laws, regulations, or codes that have an impact on the performance of the Services or Deliverables or WAHBE’s use of the Services or Deliverables, that party will timely notify the other of such changes and the parties will work together to identify the impact of such changes on how WAHBE uses the Services or Deliverables.

## ASSURANCES

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

## ORDER OF PRECEDENCE

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

* Applicable Federal and State of Washington statutes and regulations
* Terms and conditions as contained in this Contract
* Exhibit A – General Terms and Conditions
* Exhibit B – Statement(s) of Work
* Exhibit C – Federal Certifications and Assurances (if applicable)
* Exhibit D – Data Security Requirements (if applicable)
* Exhibit E – Subcontractor Utilization Statement
* Exhibit F – Non-Disclosure Agreement
* RFQQ HBE 19-004, released April 17, 2019
* Contractor’s Proposal in Response to RFQQ WAHBE 19-004, dated [date]
* Contractor’s clarifications received via email by WAHBE on [date] at [time] PT
* Any other provision, term or material incorporated herein by reference or otherwise incorporated

## ENTIRE CONTRACT

This Contract, including referenced Exhibits and other items in Section 10, 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.

## 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.

## APPROVAL

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

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

**<CONTRACTOR> WASHINGTON HEALTH BENEFIT EXCHANGE**

\_\_ \_\_\_

Signature Date Signature Date

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

Full Name Title Full Name Title

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

Washington State UBI Number

# EXHIBIT A TO SAMPLE CONTRACT – GENERAL TERMS AND CONDITIONS

## DEFINITIONS

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

### “Amendment” means a mutually-agreed, formal change made to the Contract. A Modification may also be referred to as a “modification”.

### “Change Order(s)” means a response to a Change Request that is a written, signed agreement that modifies, deletes or adds to the Deliverables or Services, in whole or in part, made in accordance with the terms of Section 10.B.

### “Change Request” means a written form substantially in the form of Schedule 4 Change Request Form, used to initiate a modification to the Deliverables or Services, in whole or in part, made in accordance with the terms of Section 10.A.

### “Claim” means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney’s fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

### “Confidential Information” means information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information, Personally Identifiable Information (PII), and information subject to Exhibit D.

### "Contractor" means that firm, provider, organization, individual or other entity performing service(s) under this Contract; and shall include all employees of the Contractor.

### “Contractor Technology” means intellectual property owned by Contractor prior to the Effective Date or developed and owned by Contractor outside the scope of this Contract (including modifications, enhancements or improvements thereto), including Contractor’s proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, techniques, data models, templates, general purpose consulting and software tools, utilities, and routines.

### “Corrective Action Plan” means the detailed written plan required by WAHBE to correct or resolve a Defect or breach by Contractor.

### “Date Warranty” shall have the meaning ascribed to it in [Section 37.D](#datewarranty).

### “Defect” means a failure to conform to requirements and specifications established by WAHBE.

### “Force majeure” means an occurrence that causes a delay that is beyond the reasonable control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of war, riots, strikes, fire, floods, windstorms, epidemics, or other similar occurrences.

### “Materials” means all items in any format and includes, but is not limited to, Deliverables (as defined in the Special Terms and Conditions), data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.

### “Personally Identifiable Information” or “PII” means any information which can be used to distinguish or trace an individual's identity whether alone or in combination with other personal or identifying information linked or linkable to a specific individual.

### “Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.

### "Subcontractor" means one who is not in the employment of the Contractor and who is performing all or part of those services under this Contract or under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

### “WAHBE” means the Washington Health Benefit Exchange, any division, section, office, unit or other entity of WAHBE, or any of the officers or other officials lawfully representing WAHBE.

## ACCEPTANCE PROCESS

### Contractor shall develop a WAHBE-approved Project Plan and shall deliver the Deliverables, which meet the requirements and specifications established by WAHBE pursuant to this Contract. Times to review and correct Deliverables shall be in the Project plan.

### WAHBE shall have the right to review the Deliverables following Contractor’s delivery of each to WAHBE to determine whether the Deliverables have Defects or fail to meet WAHBE’s satisfaction, and to either: reject a Deliverable if it has Defects or fails to meet WAHBE’s satisfaction; or to accept each Deliverable if it has no such Defects and meets WAHBE’s satisfaction. If WAHBE rejects the Deliverable, Contractor shall, promptly correct all such Defects and, thereafter, WAHBE shall again review the Deliverables.

### If Contractor is not able to correct all Defects in the Deliverables and have them meet WAHBE’s satisfaction within 30 calendar days following their receipt by WAHBE, WAHBE shall have the right to: (a) continue reviewing the Deliverable and require Contractor to continue until Defects are corrected or eliminated; (b) request Contractor to provide, at its expense, a replacement Deliverable for further review; (c) set-off from the amounts for such Deliverable to the extent WAHBE determines the Defects for the Deliverable have not been corrected and provide Acceptance for the applicable Deliverable; or (d) after completion of the process set forth in this Section and providing notice of default to Contractor, terminate this Contract. In the event of any such termination, Contractor shall return all payments previously made to Contractor under this Contract for such Deliverable.

## ADVANCE PAYMENTS PROHIBITED

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

## AMENDMENTS

This Contract may be amended, or modified, 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.

## AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

Contractor must comply with ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications; and prohibits discrimination on the basis of disability.

## ASSIGNMENT

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

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

## 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.

## BACKGROUND CHECKS

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

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

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

### Contractor, or any Contractor Staff, with access to WAHBE’s FTI data shall complete a Federal Fingerprint background check in addition to the background check requirements provided in Section 8.A.

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

### Convictions involving fraud, dishonesty or breach of trust, manufacturing or selling illegal drugs, violence against persons, electronic data tampering, data theft or unauthorized access are grounds for rejection of Contractor Staff and/or Subcontractors. WAHBE reserves the right in its sole discretion to audit background check results for compliance and to reject any proposed staff as a result of information produced by such background checks or additional sources of information.

### Initial staff background checks provided by the Contractor must be current (no more than 180 days old). Background checks must be updated and provided to WAHBE before any Contract extensions will be considered.

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

## CLAIMS

Any claims, other than claims for payment of services rendered, must be submitted to WAHBE within the earlier of twelve (12) months of the date upon which Contractor knew of the existence of the claim or twelve (12) months from expiration or termination of the Contract. No claims shall be allowed unless Notice of such claim has been given within this time period. Failure of Contractor to submit its claim within the time allowed shall result in such claims being waived and forever barred.

## CHANGE ORDER PROCESS

### Change Requests

#### WAHBE may request changes within the scope of the Contract at any time by a written Change Request. Such changes may include, without limitation, revisions to Deliverables or Services.

#### Contractor shall respond in writing to a Change Request within 15 calendar days of receipt, advising WAHBE of any cost and Schedule impacts. When there is a cost impact—either increase or decrease in Charges or Purchase Prices—Contractor shall advise WAHBE in writing of the increase or decrease involved, including a breakdown of the number of Contractor Staff hours and WAHBE Staff hours by level of personnel needed to effect this change.

#### The Contractor Contract Manager and the WAHBE Contract Manager shall negotiate in good faith and in a timely manner as to the price for change orders and the impact on the Schedule of any Change Request.

#### Contractor may also submit a Change Request to WAHBE to propose changes that should be made within the scope of the Contract. Any such Change Request shall include proposed costs and Schedule impacts, including a breakdown of the number of Contractor Staff hours and WAHBE Staff hours by level of personnel needed to effect this change. WAHBE will respond to such Change Requests from Contractor within 20 calendar days of receipt.

### Change Orders

#### If the parties reach agreement in writing on a Change Request and the resulting Change Order is executed by authorized representatives of the parties, the terms of this Contract shall be modified accordingly.

#### If the parties are unable to reach an agreement in writing on a Change Request submitted by Contractor, the WAHBE Contract Manager will be deemed to have rejected the requested Change Request.

#### The parties must execute a formal Contract Amendment for any Change Order that increases or decreases the Maximum Amount.

#### Nonfinancial Change Orders may be approved in writing by the WAHBE Contract Manager. A fully-executed copy of the Change Order must be provided to WAHBE Contracts at [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org).

#### In no event shall the Charges or Purchase Prices increase, nor shall the Schedule be extended in a Change Order, to correct errors or omissions in the Proposal.

### Termination

If Contractor fails or refuses to perform its Services pursuant to a Change Order, Contractor shall be in material breach of this Contract, and WAHBE shall have the right to terminate the Contract for such breach.

## CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

### Contractor and its Subcontractors shall not use or disclose any WAHBE Confidential Information, including but not limited to Personal Information and PII, for any purpose not directly connected with its performance under or the administration of this Contract, except with prior written consent of WAHBE, or as may be required by law.  Contractor shall comply with all laws, rules, policies and protocols regarding Confidentiality Information and PII, including 45 CFR 155.260.

### Personal Information and PII collected, used, or acquired relating to this Contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, Subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons Personal Information or PII without the express written consent of WAHBE or as otherwise required by law.

## CONFLICT OF INTEREST

### Notwithstanding any determination by the Executive Ethics Board or other government tribunal, WAHBE may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by WAHBE’s CEO that there is a violation of the Ethics in Public Service Act, Chapter [42.52 RCW](http://apps.leg.wa.gov/RCW/default.aspx?cite=42.52); or any similar statute involving the Contractor in the procurement of, or performance under this Contract and Contractor fails to cure such violation within ten calendar days of receipt of notice from WAHBE.

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

1. Contractor shall comply with all Navigator program standards including, but not limited, to 45 CFR 155.210 and .215.

## COOPERATION OF PARTIES

Contractor and WAHBE agree to fully cooperate with each other in connection with the performance of their respective obligations under this Contract. WAHBE may undertake or award supplemental Contracts for work related to this Contract. Contractor shall fully cooperate with any such supplemental contractors hired by WAHBE including, but not limited to: Auditors; Quality Assurance personnel; and Independent Validation and Verification vendors. Full cooperation includes Contractor providing access to personnel, project materials and other information reasonably available.

## CORRECTIVE ACTION PLANS

### WAHBE may require Contractor to submit a Corrective Action Plan to correct or resolve a specific event or events causing the finding of a Defect or breach or prior to assessment of a liquidated damage.

### Corrective Action Plan(s) required by WAHBE under this Section must provide the following:

1. Contractor’s detailed explanation of the cause or reasons for the cited Defect or breach;
2. Contractor’s assessment or diagnosis of the cause of the cited Defect or breach; and
3. Contractor’s specific proposal to cure or resolve the Defect or breach.

### Corrective Action Plan(s) must be submitted within ten (10) business days following the request; and are subject to WAHBE’s written approval.

### If a requested Corrective Action Plan is not approved by WAHBE, or Contractor’s compliance with the Corrective Action Plan is insufficient, WAHBE in its sole discretion, may withhold up to 25 percent of the next monthly payment. WAHBE may increase withholdings by up to 10 percent in each successive month during which the remedial situation has not been resolved. WAHBE, in its sole discretion, may return a portion of or all payments withheld once satisfactory resolution has been achieved.

### Notwithstanding Contractor’s submission and WAHBE’s acceptance of Corrective Action Plan(s), Contractor remains responsible for compliance with all obligations under this Contract. Further, WAHBE’s acceptance of a Corrective Action Plan under this Section shall not:

* + - 1. Excuse Contractor’s prior performance;
      2. Relieve Contractor of its duty to comply with performance standards; or
      3. Prohibit WAHBE from assessing additional remedies or pursuing other appropriate remedies for continued substandard performance.

## COVENANT AGAINST CONTINGENT FEES

### 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.

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

## DAMAGES DISCLAIMERS AND LIMITATIONS

### WAHBE shall not be liable, regardless of the form of action, whether in Contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, or special damages.

### In no event shall WAHBE’s aggregate liability to Contractor under this Contract, regardless of the form of action, whether in Contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract, exceed the maximum compensation.

### Contractor shall not be liable, regardless of the form of action, whether in Contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, or special damages.

### The disclaimers of certain damages and the damages limitations in sections 13.B. and 13.C. shall not apply to damages, expenses, losses, fees, liabilities, costs or other amounts arising from Contractor’s indemnification obligations.

## DEBARMENT, SUSPENSION, AND INELIGIBILITY

WAHBE complies with [48 CFR 9.4](https://www.gpo.gov/fdsys/granule/CFR-2002-title48-vol1/CFR-2002-title48-vol1-part9-subpart9-4) – Debarment, Suspension, and Ineligibility. Contractor shall ensure any Subcontractors providing services are not listed on General Services Administration (GSA) System for Award Management Exclusions list at any point during the term of this Contract. Contractor must notify WAHBE immediately if Contractor or any Subcontractors become debarred.

## DISALLOWED COSTS

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

## 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 WAHBE’s CEO.

### 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 WAHBE’s CEO and the other party’s (respondent’s) Contract Manager within three business days after the parties agree that they cannot resolve the dispute.

### The respondent shall send a written answer to the requester’s statement to both WAHBE’s CEO and the requester within five (5) business days.

### WAHBE’s CEO shall review the written statements and reply in writing to both parties within ten (10) business days, except that the Agent may extend this period if necessary, by notifying the parties.

### 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.

## DUPLICATE OR ERRONEOUS PAYMENT

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

### Contractor shall refund to WAHBE the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days’ written notice of such erroneous or overpayment.

## FORCE MAJEURE

### Neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

### **Notification**: If either party is delayed by force majeure, said party shall provide written notification within 48 hours. The notification shall provide evidence of the force majeure to the reasonable satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract Amendment for a period equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

## GIFTS AND GRATUITIES

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

## GOVERNING LAW

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

## INDEMNIFICATION

### To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless WAHBE, including agents and employees of WAHBE, from any: (i) Claim including without limitation for property damage, bodily injury or death, to the extent caused by or arising from the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors; (ii) a breach or alleged breach of its obligations caused by or arising from the acts or omissions of Contractor, its officers, employees, agents, or Subcontractors; (iii) fines, penalties, sanctions, or disallowances that are imposed on the State or Contractor and that arise from or are caused by any noncompliance by Contractor with the State or federal laws, regulations, codes, policies, guidelines; and (iv) Claim that the Materials infringe upon or misappropriate the intellectual property rights of any third party.

### 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 WAHBE for any Claim arising out of or incident to Contractor’s or any Subcontractor’s performance or failure to perform its obligations under the Contract. Contractor’s obligation to indemnify, defend, and hold harmless WAHBE shall be reduced to the extent of any actual concurrent negligence of WAHBE or its agents, agencies, employees and officials.

### Contractor waives its immunity under [Title 51 RCW](http://apps.leg.wa.gov/RCW/default.aspx?cite=51) to the extent it is required to indemnify, defend and hold harmless WAHBE and its officials, agents or employees.

## INDEPENDENT CAPACITY OF THE CONTRACTOR

Both WAHBE and Contractor, in the performance of this Contract, will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter [41.06 RCW](https://apps.leg.wa.gov/rcw/default.aspx?cite=41.06) or [Title 51 RCW](http://apps.leg.wa.gov/RCW/default.aspx?cite=51). Conduct and control of the work will be solely with Contractor.

## INDUSTRIAL INSURANCE COVERAGE

Contractor shall comply with the provisions of [Title 51 RCW](http://apps.leg.wa.gov/RCW/default.aspx?cite=51), Industrial Insurance. If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, WAHBE may collect from Contractor the full amount payable to the Industrial Insurance accident fund. WAHBE may deduct the amount owed by Contractor to the accident fund from the amount payable to Contractor by WAHBE under this Contract and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I’s rights to collect from Contractor.

## INSURANCE

### Upon execution of the Contract, and during the remaining term of this Contract, Contractor shall maintain in full force and effect, insurance coverage as described below:

### Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of Washington and having an [A.M. Best Financial Strength Rating](http://www.ambest.com/home/default.aspx) of A-, Class VII or better. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to WAHBE within one business day of Contractor’s receipt of such notice. Failure to buy and maintain the required insurance may result in this Contract’s termination.

### Contractor shall submit a copy of the Contractor’s full insurance policy, including any exclusions, endorsements, or riders, for all insurance requirements listed in Section D to [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org) within ten (10) business days of Contract execution. **Insurance certificates alone are not acceptable.** Renewed policies for all required insurance must be submitted at the time of the renewal. Insurance must expressly indicate compliance with each requirement specified in this section. Premiums on all insurance policies shall be paid by Contractor or its Subcontractors.

### Contractor shall include all Subcontractors as insured under all required insurance policies or shall furnish separate insurance documents 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.

### The minimum acceptable limits shall be as indicated below for each of the following categories:

#### Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$1 million general aggregate; and

#### Umbrella policy providing excess limits over the primary policies in an amount not less than $1 million per occurrence; and

#### Employers Liability insurance covering the risks of Contractor’s employees’ bodily injury by accident or disease with a limit of not less than $500,000; and

#### Business Auto Policy (BAP), with coverage against claims resulting from bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this Contract by the Contractor, Subcontractor, or anyone employed by either.

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

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

#### Professional Liability Errors and Omissions (PLEO), with a deductible not to exceed $25,000.00, and coverage of not less than $1 million; and

#### Crime Coverage with a deductible not to exceed $25,000, and coverage of not less than $1 million single limit per occurrence which shall, at a minimum, cover occurrences falling in the following categories: Computer Fraud; Forgery; and Employee Dishonesty; and

#### Cyber Security Liability, with coverage against claims resulting from Security Events, Network Security and Privacy, and Employee Privacy; with a deductible not to exceed $25,000.00 and coverage of not less than $500,000 per occurrence.

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### WAHBE shall be named as an additional insured on all Commercial General Liability, Umbrella, BAP, Cyber Security Liability, and PLEO policies.

### Policies must include Contract reference number **HBE-**.

### For PLEO Coverage, Crime Coverage, and Cyber Security Liability Coverage, Contractor shall continue such coverage for three (3) years beyond the expiration or termination of this Contract, naming WAHBE as an additional insured and providing WAHBE with a copy of the full insurance policy on an annual basis. **Insurance certificates alone are not acceptable.**

### Contractor’s insurance policies shall not be canceled or non-renewed in scope of coverage without provision for equivalent substitute insurance. Contractor’s insurance policies shall not be reduced in scope without WAHBE’s prior written consent.

### All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WAHBE and shall include a severability of interests (cross-liability) provision.

### Contractor agrees to waive all rights of subrogation against WAHBE for losses arising from services performed by Contractor under this Contract.

### By requiring insurance herein, WAHBE does not represent that coverage and limits will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to WAHBE under this Contract.

## INTELLECTUAL PROPERTY RIGHTS PROVISIONS

### In accordance with [U.S. Copyright Act 17 U.S. Code § 101](https://www.gpo.gov/fdsys/search/pagedetails.action?collectionCode=USCODE&searchPath=Title+17%2FCHAPTER+1&granuleId=USCODE-2011-title17-chap1-sec101&packageId=USCODE-2011-title17&oldPath=Title+17%2FChapter+1%2FSec.+101&fromPageDetails=true&collapse=true&ycord=2377), unless otherwise provided, all Materials produced under this Contract, including without limitation Deliverables, shall be considered "works for hire" and shall be owned by WAHBE. WAHBE shall be considered the author of such materials. In the event the materials are not considered “works for hire” under the U.S. Copyright Act, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to WAHBE effective from the moment of creation of such materials. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

### Contractor shall, at the expense of WAHBE, assist WAHBE or its nominees to obtain copyrights, trademarks, or patents for all such materials in the United States and any other countries. Contractor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents in and to such Materials. Contractor agrees to and hereby, to the extent permissible, waives all legal and equitable rights relating to the Materials, including without limitation all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

### Contractor shall retain all patent, copyright and other intellectual property rights in the Contractor Technology.

### For Materials that are delivered under the Contract, but that incorporate Contractor Technology not produced under the Contract or that are owned by third parties, Contractor hereby grants to WAHBE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to use, demonstrate, translate, reproduce, distribute, prepare derivative works based upon, publicly perform, and publicly display.

### Contractor shall exert all reasonable efforts to advise WAHBE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this Contract.

### Contractor hereby represents as of the Effective Date and warrants to WAHBE thereafter that Contractor is and shall be the owner of the Contractor Technology and Materials provided hereunder or otherwise has the right to grant to WAHBE the licensed rights to the Contractor Technology and Materials provided by Contractor through this Contract without violating any rights of any third party worldwide. Contractor represents and warrants that: (i) Contractor is not aware of any claim, investigation, litigation, action, suit or administrative or judicial proceeding pending or threatened based on claims that the Contractor Technology or Materials infringe or misappropriate any patents, copyrights, or trade secrets of any third party or WAHBE, and (ii) the Contractor Technology and Materials do not and shall not infringe upon or misappropriate any patents, copyrights, trade secrets or any other intellectual property rights of any third party. Contractor shall promptly give WAHBE prompt notice of each notice or claim of infringement or misappropriation of other intellectual property right worldwide received by Contractor with respect to the Contractor Technology or Materials delivered under this Contract.

### WAHBE shall have the right to modify or remove any restrictive markings placed upon the Deliverables or other Materials by Contractor.

## KNOWLEDGE TRANSFER

Contractor shall provide a WAHBE-approved Knowledge Transfer Plan as a deliverable under this Contract. The plan shall address, at minimum, the capture of all critical knowledge and a plan of action to transfer it from Contractor to WAHBE staff. The plan shall be provided to WAHBE-staff for approval as reflected in the Project Plan or Statement of Work. An updated plan shall be provided to WAHBE-staff for approval no less than 90 days prior to the final end-date of the Contract, or if terminated earlier, within 30 days’ notice of Contract termination.

## LICENSING, ACCREDITATION AND REGISTRATION

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

## LIMITATION OF AUTHORITY

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

## LOSS OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the Effective Date of this Contract and prior to expiration, WAHBE may terminate the Contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation of which aspects of the Contract shall proceed and which work shall be performed at WAHBE’s discretion. In the event the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced, Contractor expressly agrees that no penalty or damages shall be applied to WAHBE.

## NONDISCRIMINATION

During the performance of this Contract, Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Contractor’s non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and Contractor may be declared ineligible for further Contracts with WAHBE. Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

## PRIVACY AND SECURITY TRAINING

If any work shall take place on WAHBE property, then prior to conducting any work, all Contractor employees and supervisory personnel performing work under this Contract must attend Privacy and Security training, which is provided onsite at WAHBE by WAHBE staff. Any time, travel, or other expenses required to send Contractor or Contractor’s employees to this training shall be the sole responsibility of the Contractor. Training shall not exceed four (4) hours per year per person.

## PUBLIC DISCLOSURE

Contractor acknowledges that WAHBE is subject to chapter [42.56 RCW](http://apps.leg.wa.gov/rcw/default.aspx?cite=42.56) and that this Contract shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be its proprietary information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, WAHBE shall maintain the confidentiality of all such information marked proprietary information. If a public disclosure request is made to view Contractor’s proprietary information, WAHBE will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, WAHBE will release the requested information on the date specified.

## PUBLICITY

The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor’s Services by WAHBE and shall not be so construed by Contractor in any advertising or publicity materials. Contractor shall not to publish or use WAHBE’s name or likeness in advertising and publicity matters without the prior written consent of WAHBE. Contractor must submit to WAHBE all advertising and publicity matters relating to this Contract wherein WAHBE’s name is mentioned, or language used from which the connection of WAHBE’s name may, in WAHBE’s judgment, be inferred or implied.

## QUALITY ASSURANCE

### Right of Inspection

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

### Contractor Commitments, Warranties and Representations

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

### Representations and Warranties for Deliverables and Work

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

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

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

### Date Warranty

Contractor warrants that all Materials provided under this Contract: (i) do not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by purchaser that may deliver date records from the products, or interact with date records of the products (“Date Warranty”). In the event a Date Warranty problem is reported to Contractor by purchaser and such problem remains unresolved after three calendar days, at WAHBE’s discretion, Contractor shall send, at Contractor’s sole expense, at least one qualified and knowledgeable representative to WAHBE’s premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on WAHBE’s premises. This Date Warranty shall last perpetually.

### Cost of Remedying Defects

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

## RECORDS RETENTION AND ACCESS

Contractor shall comply with all applicable WAHBE, federal and state regulations regarding retention and access requirements relating to all financial and programmatic records, supporting documents, statistical records, and other records of this Contract. In addition, Contractor shall agree to the following terms regarding retention of records and access for WAHBE, state and federal government officials.

### Contractor and its Subcontractors shall maintain books, records, documents and other evidence which sufficiently and properly reflect the accuracy of amounts billed to WAHBE during the performance of this Contract and shall retain all such records for six years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for one year following the termination of litigation, including all appeals if the litigation has not terminated within six (6) years from the date of expiration or termination of this Contract.

### All such records shall be subject at reasonable times and upon prior written notice to Contractor to examination, inspection, copying, or audit by personnel so authorized by the WAHBE, state and federal officials so authorized by law, rule, regulation or contract, when applicable, during the term and during the six (6) year period thereafter. During the term, the access to these items will be provided within Thurston County. During the six (6) year period after the term, delivery of and access to these items will be at no cost to WAHBE. WAHBE’s personnel shall be accompanied by Contractor personnel at all times during any such examination, inspection, review or audit. Contractor will make no charges for services rendered in connection with an audit requested by WAHBE. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.

## REDUCTIONS IN PAYMENTS DUE

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

## REMEDIES

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

## SEVERABILITY

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

## SITE SECURITY

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

## SOLICITATION

During this term of this Contract, Contractor shall not knowingly hire on a full-time, part-time, or other basis any executive, managerial, professional or technical personnel of WAHBE that are or have been employed by WAHBE at any time during the term of this Contract, except regularly retired employees, to provide Services under this Contract without WAHBE’s prior written consent.

## SUBCONTRACTING

### Neither Contractor nor any Subcontractor shall enter into subcontracts for any work under this Contract without submitting a completed Subcontractor Utilization Statement (Exhibit E) to [contracts@wahbexchange.org](mailto:contracts@wahbexchange.org) and receiving prior written approval from WAHBE. Any such approval may be rescinded in WAHBE’s sole discretion.

### Contractor is responsible and liable for the proper performance of and the quality of any work performed by Subcontractors. Contractor is responsible for Subcontractors compliance with the Contract and Subcontract terms and conditions. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to WAHBE for any breach in the performance of Contractor’s duties.

### Additionally, Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts.

### Upon expiration or termination of this Contract for any reason, WAHBE will have the right to enter into direct agreements with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct agreements with WAHBE.

## SURVIVORSHIP

All license and purchase transactions executed, and services provided pursuant to the authority of this Contract shall be bound by all the terms, conditions, prices and price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections regarding; Claims, Confidentiality and Safeguarding of Information, Governing Law, Indemnification, Insurance, Intellectual Property Rights, Order of Precedence, Public Disclosure, Publicity, Quality Assurance, Records Retention and Access, and Severability shall survive the termination of this Contract.

## TAXES

WAHBE will pay any sales taxes imposed on the Services and/or Deliverables provided. Contractor shall include any applicable taxes on invoices submitted to WAHBE for payment.

Contractor shall pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor’s income or gross receipts, or personal property taxes levied or assessed on Contractor’s personal property. WAHBE, as a quasi-governmental organization, is exempt from property tax.

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.

Contractor shall be solely responsible for all expenses related to salaries, payroll taxes, unemployment contributions, and other benefits for its staff, or any other taxes, insurance, and all out-of-pocket expenses incurred in connection with performance of its obligations under this Contract.

## TERMINATION

### Termination or Suspension for Cause

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

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

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

### Termination for Convenience

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

### Termination for Funding Contingency

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

### Termination for WAHBE’s Non-Payment

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

### Termination Procedures

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

#### Subject to WAHBE’s exercise of its remedies, WAHBE shall pay to Contractor the agreed upon price, if separately stated, for completed work and services accepted by WAHBE, and the amount agreed upon by Contractor and WAHBE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by WAHBE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the WAHBE CEO shall determine the extent of the liability of WAHBE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. Notwithstanding anything to the contrary in the Contract, WAHBE may withhold payment due Contractor any amount the WAHBE CEO determines necessary to protect WAHBE against potential loss or liability.

#### The rights and remedies of WAHBE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### After receipt of a notice of termination, and except as otherwise directed by the WAHBE CEO, Contractor shall:

##### Stop work under the Contract on the date, and to the extent specified, in the notice;

##### 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;

##### Assign to WAHBE, in the manner, at the times, and to the extent directed by the WAHBE CEO, all the rights, title, and interest of Contractor under the orders and subcontracts so terminated, in which case WAHBE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

##### Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the WAHBE CEO to the extent WAHBE CEO may require, which approval or ratification shall be final for all the purposes of this clause;

##### Transfer title to WAHBE and deliver in the manner, at the times, and to the extent directed by the WAHBE CEO any property which, if the Contract had been completed, would have been required to be furnished to WAHBE;

##### Complete performance of such part of the work as shall not have been terminated by the WAHBE CEO; and

##### Take such action as may be necessary, or as the WAHBE CEO may direct, for the protection and preservation of the property related to this Contract, which is in the possession of Contractor and in which WAHBE has or may acquire an interest.

## TREATMENT OF ASSETS

### Title to all property furnished by WAHBE shall remain in WAHBE. Title to all property furnished by Contractor, for the cost of which Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in WAHBE upon delivery of such property by Contractor. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in WAHBE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by WAHBE in whole or in part, whichever first occurs.

### Any property of WAHBE furnished to Contractor shall, unless otherwise provided herein or approved by WAHBE, be used only for the performance of this Contract.

### Contractor shall be responsible for any loss or damage to property of WAHBE that results from the negligence of Contractor or which results from the failure on the part of Contractor to maintain and administer that property in accordance with sound management practices.

### If any WAHBE property is lost, destroyed or damaged, Contractor shall immediately notify WAHBE and shall take all reasonable steps to protect the property from further damage.

### Contractor shall surrender to WAHBE all property of WAHBE prior to settlement upon completion, termination or cancellation of this Contract.

### All reference to Contractor under this clause shall also include Contractor’s employees, agents or Subcontractors.

## UCC APPLICABILITY

Except to the extent the sections of this Contract are clearly inconsistent, this Contract shall be governed by the Uniform Commercial Code as set forth in [Title 62A RCW](http://apps.leg.wa.gov/rcw/default.aspx?Cite=62A). To the extent this Contract entails delivery or performance of services, such services shall be deemed “goods” within the meaning of the Uniform Commercial Code, except when to do so would result in an absurdity. In the event of any clear inconsistency or contradiction between this Contract and the Uniform Commercial Code, the terms and conditions of this Contract shall take precedence and shall prevail

unless otherwise provided by law.

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

### WAHBE complies with U.S. Department of the Treasury, Office of [Foreign Assets Control (OFAC)](https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <https://sanctionssearch.ofac.treas.gov/>. Compliance with OFAC payment rules ensures that WAHBE does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

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

## WAIVER

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by a written Amendment signed by the parties.

**EXHIBIT B TO SAMPLE CONTRACT– STATEMENT OF WORK**

PLACEHOLDER

# EXHIBIT C TO SAMPLE CONTRACT– FEDERAL COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

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

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

Carole Holland, Chief Financial Officer

Washington Health Benefit Exchange (WAHBE)

810 Jefferson Street SE

Olympia, WA 98501-1417

Phone: (360) 688-7720

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

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

1. Deviations from the budget and Project plan.
2. Change in scope or objective of the Contract.
3. Change in a key person specified in the Contract.
4. The absence for more than three (3) months or a twenty-five percent (25%) reduction in time by the Contract Manager or Department 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 Contract.

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

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

*Citizenship/Alien Verification/Determination:* The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a “federal public benefit” shall make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-U.S. citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.

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

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

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

1. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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 three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
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, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or Contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

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 (5) calendar days after such conviction;

1. Notifying WAHBE in writing within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees shall provide notice, including position title, to the Contract Manager whose Contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
2. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted —

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

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

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, WAHBE has designated the following central point for receipt of such notices:

General Counsel

WAHBE

810 Jefferson Street SE

Olympia, WA 98501-1417

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 shall disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

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

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.

If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

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 $1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

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

1. **CERTIFICATION REGARDING CLEAN AIR ACT**

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

CONTRACTOR SIGNATURE REQUIRED

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

# EXHIBIT D TO SAMPLE CONTRACT – DATA SECURITY & REPORTING REQUIREMENTS

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

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

1. Definitions:
2. Authorized User(s) means an individual or individuals with an authorized business requirement to access WAHBE Confidential Information.
3. Advanced Encryption Standard (AES) means a symmetric encryption algorithm.
4. Hardened Password means a string of at least eight (8) characters including one (1) upper case, one (1) lower case, one (1) number and one (1) special character (i.e., non-alphanumeric characters).
5. Security Incident means a warning that there may be or has been a threat to information or computer security including, but not limited to: unauthorized access; data or security breach; service attacks; malicious code; and unauthorized disclosure or misuse of confidential information.
6. Transmitting: the transferring of data electronically, such as via email.
7. Transporting: the physical transferring of data that has been stored.
8. Unique User ID: a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.
9. Contractors connected to WAHBE network or stewards of WAHBE data shall protect data by using the appropriate administrative, physical and technical safeguards:
10. To prevent the use or disclosure of data other than as permitted or required by the terms and conditions of this exhibit, and
11. To reasonably and appropriately protect the confidentiality, integrity, and availability of data the Contractor creates, receives, maintains, or transmits on behalf of WAHBE for as long as the data is within its possession and control, even after the termination or expiration of this Contract.
12. Annual Awareness Training shall be conducted and documented for all Contractor’s employees or Sub-Contractors that have access to WAHBE data that includes at minimum:

##### Social Engineering/Phishing

##### Internet Hygiene

##### Insider Threats

##### Password creation and use

##### Malware

##### Regulatory requirements

##### Incident Reporting

##### Company Policies

##### Advanced training for IT Professionals

1. Use and Disclosure: Contractor acknowledges that in performing the services it will have access to, or be directly or indirectly exposed to, client confidential information. Contractor shall use such information solely for performing the services. Contractor shall take all reasonable measures to protect all client information from disclosure, including measures at least as strict as those measures Contractor would use to protect its own confidential information. Contractor shall not disclose client information to any parties other than those with a need to know to perform the services on behalf of WAHBE and only to the extent such employees or Subcontractors are bound by the term executed and acknowledged by WAHBE.
2. The terms of this Exhibit shall apply to Contractor and any Subcontractors who use systems, network, data and/or documentation that is housed or managed by Contractors on behalf of, or in the performance of services, for WAHBE. For purposes of this Exhibit, they shall be collectively referred to as "Exchange Data".
3. Compliance with Applicable Law: WAHBE is governed by Washington State Regulations, IRS pub 1075, CMS minimum standards, US Privacy Act, and Washington Records Release Act. Contractor irrevocably consents to the jurisdiction and venue of any state or federal regulations and agrees to comply.
4. Protection of WAHBE Systems and data:
   1. In all events where Contractor has access to WAHBE data, Contractor shall meet all standards and requirements including, but not limited to: industry security standards, use of computer firewalls, strong user authentication, encrypted transmissions, anti-malware programs, regular and timely software patch updates, and controlled access to the physical location of computer hardware. This includes, without limitation, Contractor’s transmission or storage of electronic files or electronic data.
   2. Application integrity shall be validated to ensure destructive computer programming such as harmful computer instructions, viruses, Trojan horses and other harmful code is mitigated; and integrity of data is maintained.
   3. Contractor shall implement security baselines on all systems and applications that meet industry and federal standards. Documentation must be submitted upon request. Security baselines can be found at <https://www.cisecurity.org/> or [https:/www.nist.gov](https://csrc.nist.gov/publications).
   4. Contractor shall conduct periodic reviews, at minimum of annually, of any system storing WAHBE data or supporting systems to evaluate the security risks of such systems. Reviews shall be conducted in accordance with the US Department of Commerce National Institute of Standards and Technology (NIST) Technical Guide to Information Security Testing and Assessment ([Special Publication (SP) 800-115](https://www.nist.gov/publications/technical-guide-information-security-testing-and-assessment)). In addition, WAHBE shall conduct periodic vulnerability scans of any network or site maintained by Contractor that houses WAHBE data. Contractor shall take all reasonable steps to facilitate such scans and shall promptly remediate any systems vulnerable of exposing WAHBE data. Contractor shall report all security incidents to the WAHBE Contract Manager as soon as possible, but no later than one business day after discovery.
   5. Inactive accounts shall be disabled by WAHBE within 60 days of inactivity or when no longer necessary to perform daily tasks. The Contractor shall notify WAHBE of a change in responsibilities where access is no longer necessary for employees or contractors.
   6. Physical Storage. When storing WAHBE data the Contractor shall perform the following:

##### Hard disk drives. Data stored on local workstation hard disks. Access to the data will be restricted to Authorized User(s) by requiring login to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provides equal or greater security, such as biometrics or smart cards. The data on the drive shall be encrypted and only accessible to authenticated user(s) with a need to know. Data shall be secured on the disk in such a way that other user(s) that do not need access to the data will not have the ability to access it.

##### Workstations with sensitive data stored on them shall be tracked and their movements documented until the sensitive data is removed from the workstation. When the data is removed the date of its removal and method of its removal shall be documented and provided to the WAHBE Contract Manager. Hard drives that have contained sensitive data shall be wiped with a method that will render the deleted information irretrievable (See Section 9 Data Disposal).

##### Network server storage. Access to the data shall be restricted to Authorized User(s) through the use of access control lists which will grant access only after the Authorized User(s) has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or physical token. Data on disks mounted to such servers shall be in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism. Access shall be reviewed at minimum annually.

##### For WAHBE data stored on network storage: 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 9. Data Disposal may be deferred until the disks are retired, replaced, or otherwise taken out of the secured area.

##### Removable Media, including Optical discs (CDs or DVDs) in local workstation optical disc drives shall not be transported out of a secure area. Sensitive or Confidential Data provided by WAHBE on removable media, such as optical discs or USB drives, which will be used in local workstation optical disc drives or USB connections shall be encrypted with two hundred sixty-five (256) bit AES encryption or better. When not in use for the Contracted purpose, such devices must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access WAHBE data on optical discs shall be in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

##### When being transported outside of a secure area, portable devices and media with confidential WAHBE data must be under the physical control of Contractor staff with authorization to access the data.

##### WAHBE data shall not be stored on portable devices or media unless specifically authorized within the Special Terms and Conditions of the Contract. Portable media includes any data storage that can be detached or removed from a computer and transported. If so authorized, the data shall be given the following protections:

* + - * 1. Encrypt the data with a key length of at least two hundred fifty-six (256) bit AES using an industry standard algorithm.
        2. Control access to devices with a Unique User ID and hardened password or stronger authentication method such as physical token or biometrics.
        3. Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is twenty (20) minutes.
        4. Physically protect the portable device(s) and/or media by:

Keeping them in locked storage when not in use

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

Taking frequent inventories

##### Paper documents. All paper records shall be protected by storing the records in a secure area which is only accessible to Authorized User(s). When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only Authorized User(s) have access.

* 1. Remote and Network Access. When accessing WAHBE data remotely the Contractor shall:

##### WAHBE data accessed and used interactively over the internet shall meet minimum standards including updated anti-malware, current security patches, and local firewall. Access to the website washingtonhealthplanfinder.org or other services managed by WAHBE will be controlled by WAHBE staff who will issue authentication credentials (e.g. a Unique User ID and hardened password) to Authorized User(s). The administrator and any privileged user password must change every 60 days and other user password once every 90 days. Previous 6 consecutive passwords cannot be reused. The passwords must not allow User ids, first Name or the last name of the user.

##### Contractor shall have established and documented access termination procedures for existing Authorized User(s) with access to WAHBE data. These procedures shall be provided to WAHBE staff upon request. Contractor shall notify WAHBE staff immediately whenever an Authorized User(s) in possession of such credentials is terminated or otherwise leaves the employment of the Contractor, and whenever an Authorized User(s) duties change such that the Authorized User(s) no longer requires access to perform work for this Contract.

##### Access via remote terminal/workstation over the internet shall be managed by the Contractor and permissions granted on a need basis only when access to WAHBE data is present.

##### Data Transmitting. When transmitting WAHBE data electronically, including via email, the data shall be protected by:

* + - * 1. Transmitting the data within the WAHBE network or Contractor’s internal network, or;
        2. Encrypting any data that will be transmitted outside the WAHBE network or Contractor internal network with two hundred fifty-six (256) bit AES encryption or better. This includes transit over the public Internet.

1. Contractor shall maintain audit logs for all systems containing WAHBE data.
2. Data Segregation:
   1. WAHBE data shall be segregated or otherwise distinguished from non-WAHBE data to ensure proper return or destruction when no longer needed.

##### WAHBE data shall be stored on media (e.g. hard disk, optical disc, tape, etc.) which will exclude non-WAHBE data. Or,

##### WAHBE data shall be stored in a logical container on electronic media, such as a partition or folder dedicated to WAHBE data. Or,

##### WAHBE data shall be stored in a database which will exclude non- WAHBE data. Or,

##### WAHBE data shall be stored within a database and will be distinguishable from non-WAHBE data by the value of a specific field or fields within database records. Or,

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

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

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

1. Data shared with Subcontractors: If WAHBE data provided under this Contract is to be shared with a Subcontractor; the Contract with the Subcontractor shall include all the data security provisions in this Contract and any Amendments, attachments, or exhibits to this Contract.
2. Notice of Unauthorized Disclosure or Security Breach. Contractor shall immediately notify WAHBE of:
3. Unauthorized disclosure or use of any WAHBE Data;
4. Any breaches of security that may compromise the WAHBE data or Contractor’s ability to safeguard WAHBE data;
5. Notifications shall include at minimum, both a telephone call and email to the WAHBE Contract Manager and an email to WAHBE Security at [security@wahbexchange.org](mailto:security@wahbexchange.org).
6. Contractor shall establish and document a policy to deal with the compromise or potential compromise of data that complies with NIST 800-61 Incident Response Guide. Contractor shall provide WAHBE with such policy upon request.
7. A breach of security or other circumstance which causes, may have caused, or allowed access to WAHBE information by unauthorized persons or systems, whether intentional, fraudulent, or accidental, must be reported to WAHBE as soon as possible and no later than one (1) business day after discovery.

# EXHIBIT E TO SAMPLE CONTRACT – SUBCONTRACTOR UTILIZATION STATEMENT

PLACEHOLDER

# EXHIBIT F TO SAMPLE CONTRACT – AGREEMENT ON NONDISCLOSURE OF CONFIDENTIAL INFORMATION

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| **CONFIDENTIAL INFORMATION** | | |
| “Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC §1320d (HIPAA), and Personal Information.  “Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers or as otherwise identified in RCW 42.56.230. | | |
| **REGULATORY REQUIREMENTS AND PENALTIES** | | |
| State laws (including RCW 74.04.060and RCW 70.02.020) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 42 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information.  Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to $50,000 per violation and up to $1,500,000 per calendar year as well as criminal penalties up to $250,000 and ten years imprisonment. | | |
| **ASSURANCE OF CONFIDENTIALITY** | | |
| In consideration for the Washington Health Benefit Exchange (WAHBE) granting me access to WAHBE property, systems, and Confidential Information, I agree that I:   1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law. 2. Will protect and maintain all Confidential Information gained by reason this agreement against unauthorized use, access, disclosure, modification or loss. 3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information. 4. Have an authorized business requirement to access and use WAHBE systems or property, and view its data and Confidential Information if necessary. 5. Will access, use and/or disclose only the “minimum necessary” Confidential Information required to perform my assigned job duties. 6. Will not share WAHBE system passwords with anyone or allow others to use the WAHBE systems logged in as me. 7. Will not distribute, transfer, or otherwise share any WAHBE software with anyone. 8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information. 9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution. 10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or WAHBE. | | |
| **FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS** | | |
| This form will be read and signed by each non-WAHBE employee who has access to Confidential information; and updated at least annually. Provide the non-WAHBE employee signor with a copy of this Agreement and retain the original of each signed form on file for a minimum of six years. | | |
| **SIGNATURE** | | |
| PRINT/TYPE NAME | NON-WAHBE EMPLOYEE’S SIGNATURE | DATE |

Updated May 2018

**EXHIBIT G TO SAMPLE CONTRACT**

**2019-2020 Quarterly Outreach Plan Template**

**Outreach and Education**

In this section, outline how Contractor will plan and conduct outreach within the designated geographic service area, in collaboration with Network Partner Navigator organizations, to promote coordinated and broad coverage.

1. Quarterly Outreach Plan and Monthly Activity Report

Contractor must submit a quarterly outreach plan outlining outreach and community education activities to be conducted during the upcoming quarter by Contractor and/or its Network Partner Navigator organizations. At the end of each month, Contractor must submit a monthly activity report detailing completion of the planned activities.

1. Quarterly Outreach Plan

Provide Contractor’s outreach and community education plan.

1. Activities to be included in the quarterly outreach plan outside open enrollment must be aimed at reaching individuals eligible for WAH or a QHP Special Enrollment Period.

* List the community-based sites where Navigators will conduct periodic outreach to individuals in WAHBE’s target groups, such as libraries, food banks, farmer’s markets, colleges/universities, primary and secondary schools, faith-based organizations, DSHS offices or WorkSource Centers, community centers, or other settings frequented by community members. Include how frequently Navigators will visit each location.
* List other outreach strategies Contractor will use outside open enrollment.
* Explain how Contractor will conduct or facilitate outreach to individuals determined no longer eligible for WAH or who need to take action related to their account using data provided by WAHBE.

In the table below, identify ongoing or one-time outreach Contractor or partners will conduct during the quarter. Identify the WAHBE target populations, or other target populations, Contractor is seeking to reach for each activity. The number of outreach and community education activities will vary depending on the geographic area and population of the service area Contractor serves.

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| --- | --- | --- | --- |
| Outreach activity | Location and setting (Olympia Library, Tacoma Community College) | How often will Contractor visit this setting during the quarter | Target population(s) reached |
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\*Add rows as needed

1. Open Enrollment Outreach

Provide 5 to 10 examples of activities Contractor will consider during open enrollment aimed at reaching QHP-eligible individuals in WAHBE’s target populations (American Indian/Alaska Native, Communities of Color, LGBTQ, Rural)

1. Activities to be included in the quarterly outreach plan covering open enrollment must be focused on reaching QHP-eligible groups. The open enrollment outreach plan must list the communities, and the potential settings within those communities, where Contractor is considering conducting outreach during open enrollment.

In the table below, provide 5-10 examples of outreach/enrollment strategies Contractor expects to conduct during open enrollment.

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| --- | --- | --- | --- |
| Outreach activity | Location and Setting (Olympia Library, Tacoma Comm. Coll.) | How often will Contractor visit this setting during the quarter | Target population(s) reached |
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\*Add rows as needed

1. Describe how Contractor will conduct or facilitate outreach to individuals who have initiated, but not completed a QHP enrollment application and are partnered with a Navigator during open enrollment using data provided by WAHBE.

**Click or tap here to enter text.**

1. Community Education

The goal of community education is to educate and inform community groups or members about health care coverage available through WAHBE and the availability of Navigators. Contractor will share information about how to make referrals to Navigators when members of these groups or organizations encounter individuals in need of assistance.

1. What geographic areas will Contractor target for community education activities?

**Click or tap here to enter text.**

1. Activities to be included in the quarterly outreach plan for community education must be focused on outreach to organizations with strong ties to WAHBE’s target populations to provide education/information about WAHBE coverage and Navigator services available.

In the table below, include the community groups or organizations name, Contractor will prioritize, location, and the relationship of each group or organization to WAHBE’s target populations or other uninsured individuals.

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| Name of Organization | Location | Relationship to target population(s) |
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\*Add rows as needed

1. Describe how Contractor or Network Partners will conduct outreach to individuals determined no longer eligible for WAH, or who need to take action related to their account, using data provided by WAHBE:

**Click or tap here to enter text.**

**EXHIBIT H TO SAMPLE CONTRACT**

**Monthly Outreach Report Template – Lead Navigator Organization**

Report Due: The 10th of each month

Please contact Ellen Foley for any questions

**Lead Navigator Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ WAHBE Contract No: HBE-TBD**

**Report Month: ­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Part 1 – Outreach**

1. **Outreach listed on the quarterly Outreach Plan**

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| --- | --- | --- | --- | --- | --- | --- | --- |
| **Outreach Type** | **City/County** | **Target Population** | **# of Attendees** | **1X or Recurring Event** | **Event Setting** | **Describe Event/Event Name** | **Date of Event** |
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1. **Other outreach activities during the month.**

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1. **QHP outreach conducted using outreach lists provided by WAHBE for individuals no longer eligible for WAH or who need to take action on their account.**

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1. **Report any changes with your network partners**

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**Part 2 – Community Education**

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| --- | --- | --- | --- | --- |
| **Community education activities** | **Organization Name** | **City/County** | **Location** | **Target populations** |
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