

RFP No.

Subrecipient\*

HBE 13-003

Yes  NO

Request for Proposal Number HBE 13-003  
For  
*Washington Health Benefit Exchange  
Tribal Assister Services*

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**Release Date: April 5, 2013**

**Responses Due: June 28, 2013**

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## **2 Introduction**

### **2.1 Background**

On March 23, 2010, President Barack Obama signed into law the Patient Protection and Affordable Care Act and on March 30, 2010, the Health Care and Education Reconciliation Act of 2010 was signed into law. The two laws are collectively referred to as the Affordable Care Act (ACA). The ACA creates an opportunity to reform the health insurance marketplace in order to provide quality, affordable health insurance coverage. A primary feature of the ACA is the requirement that all states establish a Health Benefit Exchange (Exchange). In essence, the Exchange is an organized marketplace to help individuals, families and small businesses buy health insurance in a way that permits easy comparison of available plan options based on price, benefits, and quality. Health Benefit Exchanges create more efficient and competitive health insurance markets and make it possible to offer “qualified health plans” (QHP) for individuals and small employers by creating large pools of purchasing consumers, reducing transaction costs, and increasing transparency in price and quality.

In recognition of circumstances unique to American Indian and Alaska Native people, the ACA contains specific provisions related to eligibility and service delivery for these groups. To assist consumers in accessing health care coverage, the Affordable Care Act requires Exchanges to conduct public education, design and manage robust websites, operate a call center, and establish various ways for consumers to receive assistance, including one-on-one assistance that is available in-person.

### **2.2 Washington Health Benefit Exchange (HBE)**

The Washington Health Benefit Exchange (HBE) is a public-private partnership developing a new marketplace called Washington Healthplanfinder for individuals and small businesses in Washington State to purchase private health insurance coverage and have access to tax credits and Medicaid. The HBE is based in Olympia, Washington.

The Exchange was created in state statute in 2011 under [SSB 5445](#) and was established as a “public-private partnership” separate and distinct from the state. The HBE complies with open public meetings and public disclosure guidelines, but is not subject to other laws that govern state agencies. In 2012, additional legislation [ESSHB 2319](#) established market rules, requirements for QHP, essential health benefits and recognizes the government-to-government relationship between the State of Washington and federally recognized tribes in the state of Washington. The HBE initially started as a project under the state’s Health Care Authority (HCA) and now exists as an independent entity.

The Exchange, as a key provision of the Affordable Care Act (ACA), shall be fully functioning to begin enrollment on October 1, 2013 for health insurance coverage beginning on January 1, 2014. It is a goal of the Health Benefit Exchange to increase access to affordable health plans and to operate all aspects of the program with integrity, respect, equity and transparency.

More information about the Washington Health Benefit Exchange is available online at <http://wahbexchange.org/>

### **2.3 Tribal Assister Program Overview**

By the end of 2014, the Washington HBE anticipates that thousands of American Indians/Alaska Natives (AI/AN) could gain health care coverage as a result of expanded Medicaid eligibility and the creation of subsidized and low-cost health insurance options through the HBE. To successfully enroll these individuals in coverage, the HBE is developing a number of outreach and enrollment strategies. One of these programs – the Tribal Assister Program – will help individuals in these groups learn about, apply for and enroll in health care coverage, including Medicaid and qualified health plans (QHPs).

The Tribal Assister Program will be comprised of Tribal Entities who partner with the Exchange to coordinate and manage Tribal Assistors. The term “Tribal Assister Entities” as used throughout this RFP refers to Tribal Lead Organizations, Tribal Coalitions, a single Tribe or some other combination of Tribal Entities that submit a single proposal. Urban Indian health programs also play an important role in serving the AI/AN population and may submit a proposal to serve as a Lead Organization.

Individuals who work for Tribal entities and provide Assister services are referred to as Tribal Assistors or Assistors. Tribal Assistors will provide help with eligibility, plan selection, and enrollment for those who need one-on-one assistance to complete an application and enroll in coverage.

Beginning October 1, 2013, Tribal Assistors will begin helping people enroll in health care coverage using a web portal called the Washington Healthplanfinder. Tribal Entities may start informing and educating tribal members about these coverage options before October 1. This Request for Proposal (RFP) outlines the requirements of the HBE Tribal Assister Program and solicits applications from interested tribal entities.

Contracts will be awarded to Tribal Assister Entities to perform the following Assister responsibilities:

1. Outreach and awareness activities to inform people about the Exchange and its health coverage options.
2. Inform tribal members about special provisions afforded them under the Affordable Care Act.
3. Maintain expertise in eligibility, enrollment and program specifications for programs and plans offered under the Exchange.
4. Provide information and services in a fair, accurate and impartial manner.
5. Facilitate an individual’s selection of a qualified health plan.

6. Assist individuals to apply for premium subsidies.
7. Provide referrals to appropriate agencies including: the Office of the Insurance Commissioner, the Health Care Authority, and the Department of Social and Health Services for individuals with grievances, complaints, or questions.
8. Provide information about how to use their health care benefits and access the health care system. This includes follow-up services and ongoing support to help people understand how to report changes and retain coverage over time.
9. Provide information and services in a way that is culturally and linguistically sensitive and ensures accessibility for individuals with disabilities.
10. Enter all information related to an individual's application and enrollment in the Washington Healthplanfinder following security standards established by the Exchange.

Under the ACA, the Exchange must establish conflict of interest standards to be met by Assister Entities awarded a contract by the Exchange. The Exchange must also establish training standards that ensure expertise in: (1) the needs of underserved and vulnerable populations; (2) eligibility and enrollment rules and procedures; (3) the range of QHP options and programs; and (4) privacy and security requirements.

Tribal Entities are prohibited from receiving a contract as a Tribal Assister Entity if a conflict of interest is present including: if the entity is a health insurance issuer or subsidiary; an association with members of the insurance industry or that lobbies for the insurance industry; or receives any compensation or other benefits from a health insurance issuer in connection with the enrollment of individuals in health insurance.

#### **2.4 Tribal Assister Entity Overview**

The purpose of this Request for Proposal (RFP) is to select Tribal Entities to oversee the Tribal Assisters who will provide one-on-one services and assistance needed by individuals to access health care coverage through the Washington Healthplanfinder. Tribal Assisters will help consumers apply for Medicaid based on Modified Adjusted Gross Income (MAGI) parameters, or to enroll in a Qualified Health Plan, including Advanced Premium Tax Credits (APTC).

One option is for a tribal entity to submit a proposal as a Lead Organization. In this model, the entity serving as the Lead Organization is responsible for coordinating with and overseeing other tribes that choose to operate an Assister program in cooperation with the Lead Organization.

Tribal Lead Organizations will be responsible for coordinating and/or delivering training to the Tribal Assisters among the participating tribes and to assist in the development of outreach and education efforts. Tribal Lead Organizations will act as the fiscal agent for the participating tribes, including compensating Tribes for their work. Tribal Lead Organizations will be responsible for reporting progress and outcomes of all participating tribes to the Exchange.

We strongly encourage the use of the Lead Organization approach as Exchange resources are limited to fund Assister Entities for single tribes.

## **2.5 Washington HBE Infrastructure to Support Tribal Assister Entities**

The Exchange is developing infrastructure to support Tribal Assisters.

1. Washington Healthplanfinder is a secure, web-based application that provides a single point of access for health coverage. This will be the tool used by Tribal Assisters to enter an individual's application, review plan benefits and costs, apply for cost reductions/tax credits, and initiate enrollment in health care coverage. Assisters will be granted system access that enables the use of features to help manage and track applicant and enrollee information through a "dashboard". The system will securely store information collected and populate it throughout the application, eliminating the need to enter the same information more than once. Training on the Washington Healthplanfinder is required for Tribal Assisters.
2. The HBE Call Center will be available for customer support by phone, responding to basic questions, providing eligibility and enrollment support services and providing website support. Call Center representatives will receive training to understand the specific provisions related to American Indians and Alaska Natives. The Call Center can help people connect to the appropriate agency that can receive complaints and assist with appeals and grievances regarding medical necessity and coverage decisions. The Call Center hours are 7:30 am to 8 pm Monday through Friday.
3. Outreach and awareness materials will be developed by HBE in collaboration with Tribal Assister Entities. Many of these items will be customizable so that entities can insert their own logos, graphics, event details, locations, contact information, etc.
4. Training developed by Exchange staff will help Tribal Assisters gain the skills necessary to perform required functions. Training related to American Indian and Alaska Native provisions and service delivery will be developed in collaboration with the American Indian Health Commission. Successful completion of the training and passing a qualifying exam is a requirement for certification of Tribal Assisters.
5. An Exchange Tribal Liaison, Training Specialist and Program Manager will be available for technical assistance and support.

## **2.6 Distribution and Oversight of the Tribal Assister Entities**

Tribal Entities can partner with the Exchange in a variety of ways to oversee or deliver Assister services, including:

- A Tribe that serves as the Lead Organization for a group of other Tribes; or
- A Tribal entity or association that serves as a Lead Organization for a group of Tribes; or
- A formal or informal tribal coalition comprised of numerous tribes; or
- An urban Indian health program; or
- A single tribe proposing to serve its own members and their families; or
- Other proposed approaches.

We strongly encourage proposals using a Lead Organization approach due to limited resources to fund single tribal programs. If using the Lead Organization approach, the Lead Organization will be responsible for recruiting and selecting the tribes that will participate with the Lead Organization. The Lead Organization will also work with participating tribes to identify Tribal Assistants who will perform the outreach and enrollment work.

Tribal Lead Organizations or Coalitions will be responsible for overseeing partners in their network and will provide a single point of engagement with the HBE. All tribes that subcontract with a Lead Organization under this RFP are subject to the same contract terms and conditions as the Lead Organization and are subject to oversight by the HBE. Contracts resulting from the RFP are subject to change during the term of the Contract. A Change Order process will be established for use by either the HBE or the Tribal Entity. The Entity agrees to reasonably accommodate changes requested by HBE under this process.

#### **2.7 Period of Performance**

Funding under this RFP is for the period beginning on the date of contract execution through December 31, 2014. The Exchange expects higher demand for services during 2013 and 2014 due to the expansion of Medicaid and the new availability of tax credits and subsidies for individuals with incomes up to 400 percent of the federal poverty level. Federal funding for the Tribal Assistant Program expires December 31, 2014. The HBE will evaluate the ongoing service level needs of the program prior to the conclusion of the contract to determine the scope and funding level of the program beginning January 1, 2015.

#### **2.8 Acquisition Authority**

The HBE issues this Request for Proposal (RFP) acting under the authority pursuant to Chapter 43.71 of the Revised Code of Washington (RCW). Chapter 43.71 RCW is the statute that establishes the Washington Health Benefit Exchange Board and the Health Benefit Exchange.

#### **2.9 Scope of the RFP**

This RFP is being issued for exclusive use by the Washington Health Benefit Exchange. Tribal Entities that meet the requirements set forth in this RFP may submit a response. There will be multiple contracts awarded as a result of the RFP, not to exceed \$560,000 in total contract awards.

#### **2.10 Solicitation Process**

The solicitation process is sanctioned and driven directly from federal law and mandated milestones tied to Exchange certification.

The procurement is initiated by this Request for Proposal (RFP). Interested Tribal entities will respond by submitting a proposal regarding their ability to implement and operate a Tribal Assistant program as detailed in this RFP. Proposals need to be submitted as outlined in the proposal Application Packet.

### **2.11 Vendor Conference**

A Vendor Conference will be conducted by webinar on the date outlined in Section 3 - RFP Schedule. Attending the Vendor Conference is optional. Individuals may submit written questions prior to and following the Vendor Conference. Individuals may also ask questions during the Vendor Conference. Verbal responses to questions are unofficial and non-binding. Written responses to Vendor questions will be posted on Washington's Electronic Business Solution (WEBS) system and on the Exchange website. The name of the Entity that submitted a question will not be identified. Only written responses posted to the WEBS and Exchange website are considered binding.

### **2.12 Letter of Intent**

Tribal Entities planning to submit a proposal will submit a Letter of Intent by May 17, 2013. The names and contact information of entities that submit a letter of intent will be published on the Exchange website. Entities will include the following in the Letter of Intent:

1. The name of the entity submitting the proposal;
2. The name and contact information (telephone and/or e-mail) of the contact person for the entity submitting the proposal;
3. The names of all tribes to be included in the network, coalition, or group;
4. The proposed geographic service area(s).

### 3 RFP Schedule

The deadlines set forth below are mandatory and non-negotiable. Failure to meet any of the deadlines may result in disqualification from participation.

April 5, 2013	RFP issued
April 16, 2013	Informational Meeting with Tribes via webinar
April 30, 2013	Tribal Vendor Conference via webinar
May 3, 2013	Deadline for questions to be sent to RFP Coordinator via email
May 10, 2013	Responses posted on website
May 17, 2013	Letter of Intent due
June 28, 2013	Proposals due to HBE RFP Coordinator no later than <b>3:00 PM PT</b>
July 12, 2013	Apparently Successful Vendors (ASVs) Announced
Three business days after Apparently Successful Vendors are Announced	Request for Optional Vendor Debrief
August 15, 2013	Contract begins

### 4 Contract Administration

#### 4.1 Communication with HBE

Customer Agency: Washington Health Benefit Exchange

Contract Manager: Kathy Krulich, Program Specialist/RFP Coordinator

Address: P.O. Box 657, Olympia, Washington 98507-0657

Telephone: 360-407-4171

Email: [Kathy.krulich@wahbexchange.org](mailto:Kathy.krulich@wahbexchange.org)

**If using USPS:**

Washington State Health Benefit Exchange

P.O. Box 657

Olympia, WA 98507-0657

**If using FEDEX/UPS:**

Washington State Health Benefit Exchange

521 Capitol Way South

Olympia, WA 98501

## 4.2 Questions regarding the RFP

Questions regarding this RFP will be allowed as outlined under Vendor Conference (Section 2.11) and RFP Schedule (Section 3). Questions must be submitted in writing (e-mail acceptable) to the RFP Coordinator. An official written HBE response will be provided for questions received by the deadline. Written responses will be posted as Addenda to the RFP on the Washington Electronic Business Solution (WEBS) system and on the Exchange website. Individuals/entities that submit questions will not be identified by name. Only written responses posted to the WEBS and Exchange website will be considered binding.

## 4.3 Mandatory and Desirable Requirements

- Sections of the RFP requiring a mandatory response are indicated with an “(M)”
- Sections of the RFP requiring a mandatory response and that will be scored are indicated with an “(MS)”
- Sections of the RFP where a response is desirable and that will be scored are indicated with a “(DS)”

## 4.4 Delivery of RFP Responses

Responses may be hand delivered, sent via US Mail, overnight courier, or email. Emailed responses must be accompanied by scanned or facsimile signatures, where required. Responses must be received at the location specified in subsection 4.1, by the response deadline identified in the RFP Schedule, Section 3 with an Exchange date stamp or other verification of delivery date/time. Regardless of the response method chosen, receipt of all required RFP documents prior to the response deadline constitutes compliance with the response requirements. Responses arriving after the deadline will not be reviewed or evaluated. Postmarking by that time will not be accepted as a substitute for timely receipt. HBE is not responsible for an Entity’s failure to successfully submit a proposal by the deadline.

## 4.5 Vendor Compliance

By responding to this RFP and returning the signed Certifications and Assurances in the Application Packet, the Entity certifies it is willing to comply with all terms and conditions contained in this RFP, and in the Contract Terms and Conditions (to be developed as Appendix B and incorporated in this RFP as an amendment).

## 4.6 Complaints Regarding Requirements and Specifications

Entities may submit complaints to the RFP Coordinator prior to responding to this solicitation if the Entity believes the RFP unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the RFP Coordinator before the due date of the Response. The solicitation process may continue. Should a complaint result in a change that would be in the best interest of the HBE to make, HBE may modify the solicitation document accordingly (see Subsection 4.12 below).

#### **4.7 Withdrawal of Response**

An entity may withdraw a response that has been submitted at any time up to the response due date specified in the RFP Schedule. To withdraw a response, submit a written request signed by the authorized representative of the entity to the RFP Coordinator. After withdrawing a previously submitted response, the Vendor may submit another response at any time up to the response due date and time.

#### **4.8 Cost of RFP Response Preparation**

HBE will not reimburse an entity for any costs associated with the preparation and submission of an entity's response to this RFP.

#### **4.9 Best and Final Offer**

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

#### **4.10 Response Property of HBE**

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

#### **4.11 Proprietary or Confidential Information**

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

To the extent consistent with Chapter 42.56 RCW, Public Disclosure Act, HBE shall maintain the confidentiality of information marked confidential or proprietary. If HBE receives a request from a third party to see information that an entity marked as proprietary or confidential, HBE will notify the entity submitting the proposal of the request and of the date that the records will be released to the requester unless the entity obtains a court order prohibiting the disclosure. If the entity fails to obtain the court order, HBE will release the requested information on the date specified.

Demographic information that could potentially identify individuals due to the nature of the information and/or size of the tribe may be marked as confidential in the proposal. This information will not be subject to disclosure.

#### **4.12 RFP Changes**

HBE reserves the right to make changes to this RFP at any time prior to the RFP response deadline. In the event it becomes necessary to revise any part of this RFP, addenda will be posted on Washington's Electronic Business Solution (WEBS) system, will be posted on the Exchange website, and a notification sent through the Exchange website listserv. It is the entity's responsibility to ensure that it has reviewed and incorporated all changes to the RFP

prior to submitting a response. HBE also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a Contract.

#### **4.13 Errors in Response**

HBE is not liable for any errors in responses. Entities will not be allowed to alter response documents after the deadline for response submission. Entities are liable for all errors or omissions in responses. Corrections submitted prior to the deadline must include the entity name and must reference the section number, title and page number where the correction is to be inserted.

#### **4.14 Waive Minor Administrative Irregularities**

HBE reserves the right to waive minor administrative irregularities contained in a response. Additionally, HBE reserves the right, at its sole option, to make corrections to a response when an obvious arithmetic error has been made in the price quotation. Entities will not be allowed to make changes to their quoted price after the response submission deadline.

#### **4.15 Selection of the Apparently Successful Vendor (ASV)**

After evaluation of the proposals (Section 13: Evaluation Process), the HBE shall enter into contracts with the ASVs to provide Tribal Lead Organization and/or Tribal Assister services for the HBE. The evaluation process is designed to award this procurement not necessarily to the entities whose proposals reflect the least cost, but rather the HBE will select the entities whose proposals best meets the requirements of this RFP.

#### **4.16 Announcement of Apparently Successful Vendor**

All entities responding to this solicitation will be notified by e-mail when HBE has determined the “Apparently Successful Vendors.” The date of announcement of the “Apparently Successful Vendors” is outlined in Section 3 RFP Schedule.

#### **4.17 Optional Vendor Debriefing**

Entities that submit a response to this solicitation will have the option of a debriefing conference. The request for a debriefing conference must be made in writing and received by the RFP Coordinator within three (3) business days after notification of the Apparently Successful Vendor. A debriefing will be scheduled within three (3) business days of the request. If additional time is required, the requesting party will be notified. Discussion during a vendor debriefing will be limited to a critique of the entity’s proposal. Comparisons between proposals or evaluations of other proposals will not be allowed. Debriefing conferences may be conducted in person or by telephone and will be scheduled for a maximum of one (1) hour.

#### **4.18 No Obligation to Purchase**

HBE reserves the right to decline contracting with any and all entities. The release of this RFP does not obligate HBE to make any purchases. HBE additionally reserves the right to purchase similar services from other sources at its sole discretion.

#### **4.19 Right to Cancel**

The HBE reserves the right to cancel this RFP at any time, reject any and all responses received, and/or not execute a contract resulting from this RFP without penalty to the HBE. The release

of this solicitation document does not obligate the HBE to contract for the services specified in this RFP. The HBE shall not be liable for any costs incurred by an entity in the preparation or submission of a proposal in response to this RFP, in the conduct of an oral interview, or any other activity related to responding to this RFP.

#### **4.20 Order of Precedence**

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

1. Applicable federal and state statutes, laws, and regulations
2. Certifications and Assurances in the Application Packet
3. The Terms and Conditions of this RFP
4. Appendix B – Contract Terms and Conditions
5. Any Statement of Work issued as a result of this RFP
6. The entity's response to this RFP

#### **4.21 Publicity**

An Apparently Successful Vendor agrees to submit to HBE all advertising, sales promotion, and other publicity matters relating to any products and services developed by the Vendor that use HBE's name or in HBE's judgment, it is inferred or implied. The entity further agrees not to publish or use such advertising, sales promotion, or publicity material without the prior written consent of HBE.

#### **4.22 Protest Procedures**

Entities that have submitted a Proposal to this solicitation and have had a debriefing conference may file a protest. An entity is allowed five (5) business days following a Vendor Debriefing to submit a formal, written protest of the selection process to the RFP Coordinator. Further information regarding the grounds for filing and resolution of protests is contained in Appendix C: Protest Procedures.

## **5 Tribal Assister Entity Requirements/Qualifications**

### **5.1 Entity Overview (M)**

#### **5.1.1 Applicant Identification/Contact**

Provide the following:

- Full name of the Entity
- Address
- Name of the Proposal contact person
- Telephone number
- Email address

- Type of entity (e.g. Tribe, tribal association, etc.)

## 5.2 **General Requirements (M)**

The following minimum qualifications apply:

### 5.2.1 **Experience/knowledge about ACA and WA laws**

Explain entity's experience and knowledge about the Patient Protection and Affordable Care Act [ACA] and the Health Benefit Exchange, authorized under ESSHB 2319, Chapter 87, Laws of 2012 in Washington State. (Limit 350 words).

### 5.2.2 **Ability to carry out duties**

Explain the entity's capability of carrying out the duties of a Tribal Assister Entity or Tribal Lead Organization. (Limit 350 words)

### 5.2.3 **Existing relationships with consumers**

If the Entity submitting this proposal will deliver Assister services directly, describe the entity's existing relationships with uninsured or underinsured tribal members, or how the entity could readily establish relationships with these members, including those who are self-employed and most likely to be eligible for enrollment in Medicaid or a QHP. (Limit 350 words)

### 5.2.4 **Agreement to meet requirements**

If the Entity will deliver all or a portion of the Assister services directly, the Entity agrees to meet certification requirements prescribed by the HBE. (Yes/No)

### 5.2.5 **Conflict of Interest Certification**

The Entity does not have and agrees not to enter into any of the following business relationships that would create a conflict of interest during the term of this project. (To be eligible for a contract under this RFP, the entity must be able to answer no to all of the following questions):

- a. The entity issues health insurance plans (yes/no);
- b. The entity is a subsidiary of a health insurance issuer (yes/no);
- c. The entity is an association that includes members of the insurance industry or lobbies on behalf of the insurance industry (yes/no); or
- d. The entity receives consideration directly or indirectly from any health insurance issuer in connection with the enrollment of any individuals or employees in a QHP or a non-QHP? (Yes/No)

### 5.2.6 **Compliance with privacy and security standards**

The Entity agrees to comply with privacy and security standards established by the HBE. Privacy and security standards will be outlined in Appendix B - Contract Terms and Conditions. (Yes/No)

### 5.2.7 **Nonduplication of funding**

The Entity must attest that it will not supplant or duplicate local, state, or federal funding it currently receives for performing activities that are also within the scope of work of this contract. If any tribal entity funded under this contract also receives other federal funds to perform similar functions, such as Medicaid Administrative Match, the entities are responsible for assuring appropriate recordkeeping is in place that accounts separately for the work performed and expenses charged under each fund source received. (Yes/No)

### 5.2.8 **Background Checks**

Entities providing Tribal Assister services, including one-on-one services to consumers under this HBE contract must have Background Check policies in place that meet the provisions for serving children and vulnerable adults as specified in RCW 43.43.830 and RCW 43.43.832. (Yes/No)

## 5.3 **Experience (MS)**

### 5.3.1 **Mission, purpose, programs administered**

Provide a description of the Tribal Entity's purpose and the programs or services administered by the entity. (Limit 350 words)

### 5.3.2 **Scope of service**

- a. Describe the administrative role of the Entity during the contract period. Is the Entity:
  - A Lead Organization that will only oversee/coordinate services delivered by other Tribal Assister entities; or
  - A Lead Organization that will operate a Tribal Assister program and oversee other Tribe's Assister programs; or
  - An Urban Indian Health program delivering services to tribal members of various tribes; or
  - A formal or informal coalition comprised of multiple tribes; or
  - A Single Tribe proposing to serve only its own tribal members; or
  - Using another approach not listed above. Describe this approach.
- b. Name all Tribal Entities that will partner under this proposal.
- c. Estimate the number of individuals in the population expected to be enrolled in health care coverage through the Exchange.
  - (1) Estimated number of tribal members;
  - (2) Estimated number of family members;
  - (3) Estimated number of other non-tribal individuals who reside in the vicinity of the Assister Program(s).

d. Explain how this estimate was calculated and the source(s) of data used.

**5.3.3 Capacity to expand service area, if needed (DS)**

If HBE identifies Tribes that are not covered under any other proposal, does the entity have the capacity to serve as the Lead Organization to additional Tribes not listed in 5.3.2? If so, name the additional Tribes the entity could serve. (DS)

**5.3.4 Oversight of existing collaboration efforts**

If proposing to serve as the Lead Organization for other Tribal Assister Entities, describe the Tribal Entity's experience leading collaborative efforts involving other Tribes in the past 3 years related to health care or social services. (Limit 350 words).

**5.3.5 Approach and communication with network**

If proposing to serve as a Lead Organization, describe how the entity will communicate with Tribal Assister Entities in other tribes and share Assister program information in a timely way. (Limit 350 words)

**5.3.6 Tribal Assister project/contract manager**

Identify the person who will be responsible for contract management, performance monitoring, reporting, and serving as a communication link for the Exchange:

- a. Name (if position is filled)
- b. Position title
- c. Incumbent qualifications (brief work history and education) or position description and qualifications if the position is vacant (Limit 350 words)

**5.3.7 History/approach of outreach experience**

Provide examples of activities conducted in the past 3 years to educate tribal members about a new program(s) or service(s), or about a significant change to a program or service. Include the type of program involved or the nature of the change being implemented and the steps the entity took to inform and educate tribal members. (Limit 350 words)

**5.3.8 Coordination across Multiple Tribes**

If proposing to serve as a Lead Organization, describe how the Tribal Entity will coordinate outreach and education consistently across the participating tribes. (Limit 350 words)

**6 Tribal Outreach-Awareness Requirements (MS)**

Entities submitting a proposal will complete an Outreach-Awareness Plan that describes how the Tribal Entity will reach members who are uninsured or underinsured and help them learn about and enroll in health care coverage under the Exchange. Entities awarded a contract will

have the opportunity to revise and update the Outreach-Awareness plan as needed during the course of the contract period in response to changing circumstances as long as changes do not reduce the overall scope of work. The following websites provide information/data that may be useful in developing the Outreach-Awareness Plan. Other data resources may be used.

[http://www.edfoxphd.com/Washington\\_PP.pdf](http://www.edfoxphd.com/Washington_PP.pdf)

<http://www.census.gov/acs/www/>

Target populations are those groups within the tribal population who are uninsured or underinsured at higher rates. The Outreach-Awareness plan will identify these groups and identify specific steps to be taken to reach these groups and increase enrollment in health care coverage. Examples of the types of characteristics used to identify a target population include but are not limited to:

- Income
- Gender
- Age
- Family status (Single, married, number of children)
- Disability
- Housing status (including homelessness)

Outreach and awareness activities may include group presentations, community events, tribal meetings, supplying information and material at various locations where tribal members gather, or other similar activities. If multiple tribes are being served under the RFP, the plan should identify target population(s) for each tribe, and the strategies each tribe plans to use to conduct outreach and increase enrollments.

#### **6.1 Staff Responsible for Outreach/Awareness Planning and Oversight**

Identify the person who will be responsible for managing Outreach-Awareness activities for the contract, including developing and monitoring the plan and compiling a monthly activity report. If multiple tribes are being served under the RFP, this is the person who will be responsible for coordination and communication related to this project.

- a. Name (if position is filled)
- b. Position title
- c. Incumbent qualifications (brief work history and education) or position description and qualifications if the position is vacant. (Limit 350 words)

#### **6.2 Community Outreach/Awareness Preliminary Plan**

Community awareness events are educational in nature and are intended to reach a broad audience. The goal of community awareness is to create more understanding about the

Exchange and the benefits available. Awareness activities do not need to offer application-enrollment as part of a specific activity. This might include speaking at a tribal meeting, handing out informational material at a community event, or similar activities.

Outreach activities are efforts intended to reach the target groups that have been identified as uninsured or underinsured at higher rates. These activities usually occur out in the community where people in the target group typically gather, and application and enrollment assistance is available from a certified Tribal Assister. Tribal Entities submitting a proposal under this RFP should ensure that Assister Entities in the network or Coalition have the equipment and services needed to complete application-enrollment activities from remote locations.

### 6.3 Target populations for outreach and awareness

1. List the data sources used to identify target groups/populations (from Section 6 above) or other sources.
2. Identify the populations/groups targeted for outreach events (such as young, adult males). Document for each of these populations/groups:
  - a. Estimated number in the target population.
  - b. Outreach strategies and methods expected to be used to reach the target population.
3. Estimate the number of community **awareness** events to be held throughout the service area during the contract period, including the groups to be targeted and types of events to be planned.

(Note: An Outreach-Awareness Plan template is provided in the Application Packet to complete #2 and #3 of this question.)

### 6.4 Language Access

Explain how Tribal Assistors will meet the language needs of individuals with Limited English Proficiency (LEP), if needed.

- Identify individuals/groups with Limited English Proficiency;
- Describe how the Tribal Assistors will inform LEP consumers of language services available; (Limit 350 words)
- Interpreter and translation resources and/or approach to be used in service area; (Limit 350 words)
- Approach for assuring the use of qualified interpreters and/or bi-lingual staff. (Limit 350 words)

## 6.5 Outreach/Awareness Partners (DS)

The Exchange strongly encourages Tribal Assister Entities to establish collaborative partnerships with organizations in the community that are not receiving funds under this RFP, but that do provide community services related to health care. Working in collaboration with community organizations could reduce duplication of effort and support common efforts to educate the community. Examples include:

- SHIBA (Statewide Health Insurance Benefit Advisors) administered by the Office of the Insurance Commissioner
- Tribal Schools
- Community Health Centers or Tribal Clinics
- Tribal Public Housing agencies

6.5.1 Identify the collaborative partnerships the entity has confirmed.

6.5.2 Identify the collaborative partnerships the entity is considering but has not confirmed.

## 7 Establishing the Tribal Assister Network (MS)

*This section is completed by Tribal entities submitting a proposal that includes multiple tribes or multiple Assister entities. Single tribes proposing to serve only their own tribal members can skip this section.*

The goal of the Tribal Assister program is the timely and effective delivery of outreach and awareness activities and one-on-one application and enrollment assistance to tribal members and their families. In addition to offering one-on-one services during regular business hours, Tribal Assister services will optimally be available to serve individuals who need assistance outside this schedule.

Exchange stakeholders have provided substantial input about the characteristics and qualities that Assister entities need to deliver high quality, effective services to consumers. The Exchange strongly encourages Tribal Assister entities to use these criteria to evaluate entities for inclusion in the network. These characteristics are outlined in Appendix D, Recommended In-Person Assister Entity Selection Criteria.

Entities must also have the tools and technology services needed to access and enter applications and enrollment information using the Washington Healthplanfinder. Training will be provided on how to use the Healthplanfinder application, but entities need basic computer skills and the equipment/services and internet access necessary to perform this work.

### 7.1 Tribal Assister Network

In this section, the Tribal Entity submitting a proposal will list the other tribal entities that have agreed to participate in the Assister Program with the Lead Organization.

1. Describe the process used to select Tribal Assister Entities in the network, including if the Entity used Appendix D – Recommended In-Person Assister Selection Criteria. (Limit 350 words)
2. List each Tribal Assister Entity that has agreed to participate in the Network.
3. Provide a brief profile of each Tribal Assister Entity using the Tribal Assister Profile template provided in the Application Packet.
4. If the Lead Organization will also perform Assister services directly, include a description of the following:
  - a. Reason for delivering services directly (Limit 350 words);
  - b. Describe the Assister work to be performed by the Entity submitting the proposal (Limit 350 words);
  - c. Outline the amount of the total funding that will be kept by the Entity and the amount of total funding that will be disseminated to other Assister Entities in the network.
  - d. Describe the written agreement or contract the entity will use to document its partnership with other Tribal Assister Entities in the network (Limit 350 words) or include a copy of the agreement or contract in the Application Packet.

## **8 Training (MS)**

The Exchange will provide the training needed to operate as a Tribal Assister. For Tribal Entities serving as a Lead Organization, the Exchange will use a train-the-trainer approach.

Tribal Entities serving as the lead for other tribal entities will be responsible for planning, arranging and delivering training to Tribal Assistors in those programs. The Exchange will provide training material electronically to Tribal Assister entities. To ensure consistency statewide, Tribal Assister Entities will use Exchange training material. This material may be supplemented by Tribal Entities if there are additional processes or policies to be included.

Tribal Assistors will be required to pass a certification exam prior to performing Assister duties. Screening and approving Assister candidates is the responsibility of the Tribal entity submitting this proposal based on an individual's combination of training, experience and the recommendation of a Tribal Entity.

Exchange stakeholders provided input on the knowledge, skills and competencies that make an Assister best suited to serve in this role. These guidelines are outlined in Appendix F. The HBE will develop, administer and score Assister certification examinations. The exam also requires an individual to attest to a Code of Ethics and Privacy and Security Statement prior to certification. Once an individual passes all sections of the exam and acknowledges the Code of

Ethics (Appendix G) and Privacy and Security requirements, the HBE will establish system access and security in the Washington Healthplanfinder, including issuing a Tribal Assister certificate and certification number.

Development of the training and certification components is currently under way and may consist of self-study, moderated webinars, and/or classroom training. Curriculum will include ACA provisions for American Indian/Alaska Native people, such as MAGI income exemptions, provisions related to open enrollment, verification requirements, and others. The American Indian Health Commission will assist in the development of AI/AN curriculum. We estimate the initial training will take 40-50 hours to complete for those who need all modules. Tribal Assister entities may “waive” modules for individuals with experience that satisfies module requirements; however, passing all modules of the certification exam is required.

Follow-up training for Tribal Assisters will be necessary as additional federal guidance is received, or when system or process changes occur that need to be communicated to Tribal Assister Entities. Periodic recertification will also be required.

#### 8.1 Training Experience

1. Describe the experience of the Entity submitting this proposal delivering training in the past three years. (Limit 350 words)
2. Describe the Entity’s experience delivering training related to health care coverage, health care programs (including Medicaid) or health insurance in the past three years. (Limit 350 words)
3. Identify the staff person who will be responsible for managing Assister Training.
  - a. Name (if position is filled)
  - b. Position title
  - c. Incumbent qualifications (brief work history and education) or position description and qualifications if the position is vacant. (Limit 350 words)
4. Describe how the Entity will assure that Tribal Assister candidates have met the following conditions: (Limit 350 words)
  - Have the skills and competencies needed to perform effectively as a Tribal Assister;
  - Have completed required training;
  - Have provided verification of language proficiencies, if the Assister will communicate with consumers in a language other than English;
  - Have a background check on file with no disqualifying offenses that meets the provisions for serving children and vulnerable adults as specified in RCW 43.43.830 and RCW 43.43.832.

## **9 Performance Monitoring (MS)**

The Washington Healthplanfinder will provide data for tracking and reporting on key performance measures. This information and data will provide the HBE and its partners with valuable metrics that can be used to understand and improve systems and processes that facilitate enrollment and make it easier for customers to enroll and stay insured.

Enrollment data will be reported from the Healthplanfinder using numerous key performance measures, such as:

1. Number of applications
2. Number of enrollments
3. Number of enrollments in QHPs
4. Number of QHP enrollments eligible for Advanced Premium Tax Credit
5. Number of individuals enrolled who speak a primary language other than English
6. Number of enrollments in Medicaid
7. Percent of all applications completed that result in enrollment
8. Average time to complete an application
9. Average time from application to enrollment
10. Tribal affiliation reported by individual

The HBE will compile data to report results of Tribal Lead Organization and Assister entities across measures as outlined above. HBE will make reports available to the Tribal entities as these reports are developed. HBE will respond to requests for data and information from Tribal Lead Organizations to the extent Exchange resources allow.

Tribal Assister Entities that are not making satisfactory progress toward enrollment targets or that are performing below average on key performance indicators among Tribal Assister Entities for three consecutive months may be required to collaborate with the HBE to develop strategies for improving performance. The HBE may terminate a Tribal Assister contract if the entity is not making satisfactory progress toward enrollment targets and/or performing below average among Tribal Lead Organizations for six consecutive months. The HBE may also revise the contract size and monthly compensation if the Tribal Lead Organization's results fall within a higher or lower level for three consecutive months (see Table 12a for contract sizes and compensation levels).

Tribal Assister Entities will be required to meet with the HBE upon request to discuss performance of the Tribal Lead Organization or Tribal Assister Entities. The HBE also reserves the right to perform an on-site program review with 14 days' advance notification to a Tribal Lead Organization or Tribal Assister Entity.

### **9.1 Monitoring performance and program integrity**

Describe how the Entity will monitor the quantity and quality of work performed under this contract. (Limit 350 words)

## 9.2 Addressing misconduct

Describe the steps the Entity will take if misconduct is reported regarding a Tribal Assister or Assister services provided under this contract. (Limit 350 words)

## 9.3 Addressing below average performance

Describe the steps the Entity will take if a Tribal Assister Entity's results are below average for three or more consecutive months. (Limit 350 words)

# 10 Reporting Requirements (MS)

The HBE and its stakeholders have identified data elements that cannot be tracked in the Healthplanfinder systematically, but that will be valuable to Assister Entities, Lead Entities and the HBE. Tribal Assistors and Assister Entities will be asked to assist by collecting data once from consumers at the time of initial application and submitting the data to the HBE monthly. This data will also include program activities such as the number of community outreach/ awareness events conducted and the groups reached. It will also include, but not be limited to, key consumer demographics, such as:

- Education level
- Number of times an individual has moved in the last 12 months
- Number of months/years since an individual/family was last enrolled in health care coverage
- If currently covered, type of coverage (direct pay coverage for individual or household; employer sponsored or public program)
- How/where the consumer receives care (primary care physician; tribal health center or clinic; community health center or clinic (non-tribal); ER; or have not received care in the last 12 months)
- If not enrolling in the HBE coverage, the reason

The HBE will provide a data collection tool for Tribal Assistors to use to collect and entities will submit this data electronically. The HBE will also develop a "dashboard" or "scorecard" for internal and external communication that combines several key performance indicators in a single, easy to understand visual. The HBE may also share program data and results with stakeholders and post reports on websites that identify Lead and Assister entities (but not individual Assistors).

Tribal members and Tribal Assistors are also an important source of information to the HBE, offering first-hand experience with system issues and barriers to enrollment. The Tribal Entity submitting this proposal will establish a way for tribal members and Tribal Assistors to share input directly to the Exchange so that we may use to make program and system improvements.

### 10.1 Data Collection and Meeting Reporting Requirements

Describe the process the Entity will put in place to ensure consumer data is collected and reported in a timely way to the HBE. (Limit 350 words)

### 10.2 Facilitating Feedback to the HBE

Describe the approach the Entity will put in place for tribal members and Tribal Assisters to provide feedback directly to the HBE Program Manager. (Limit 350 words)

## 11 Complaint Resolution (MS)

The HBE expects that Tribal Lead and Assister Entities will have processes in place to quickly and efficiently resolve complaints related to Assister services. If an Assister Entity cannot resolve a complaint to the satisfaction of a consumer, the Tribal Lead Organization or Assister Entity will objectively review the complaint and make a determination.

### 11.1 Tribal Lead Organization Complaint Resolution

Describe the complaint resolution options and processes available to individuals who receive Tribal Assister services. (Limit 350 words)

### 11.2 Consumer Complaint Resolution Options

Describe how individuals receiving Assister services will be informed about the complaint resolution options and processes. (Limit 350 words)

## 12 Compensation (M)

Through a Federal Exchange Establishment Grant, the HBE is providing \$560,000 dollars in initial funding for Tribal Assister contracts based on the following:

Overall Uninsured Population in WA	Overall Assister Target	Percent of Total Uninsured	AI/AN Uninsured Population in WA	Tribal Assister Target	Percent of AI/AN Uninsured	Total Allocation
876,684	70,000	8%	43,000	6,880	16%	\$560,000

Entities can apply for a small, medium or large grant based on the estimated number of enrollments expected. A Tribal Entity submitting a proposal to serve multiple tribes will add the estimated enrollments for each tribe to determine which contract size to request. Entities that expect to enroll fewer than 100 individuals cannot apply for a grant, but can join a coalition or join a Lead Organization, Coalition or other group.

**Table 12a - Contract Size and Funding Level**

<b>Contract Size</b>	<b>Enrollment Target</b>	<b>Funding Level</b>	<b>Estimated Number of Contracts the HBE will award</b>	<b>Total Contract Award</b>
Small	100 to 300	\$30,000	4	\$120,000
Medium	301 to 799	\$60,000	4	\$240,000
Large	More than 800	\$100,000	2	\$200,000

**Contract Size and Funding level**

Small grants will be paid consideration of \$30,000 as follows:

- (1) 18 equal monthly installments of \$1,600; and
- (2) A payment of \$1,200 at the time an enrollment target of 200 is achieved

Medium grants will be paid consideration of \$60,000 as follows:

- (1) 18 equal monthly installments of \$3,000; and
- (2) A payment of \$6,000 at the time an enrollment target of 500 is achieved

Large grants will be paid consideration of \$100,000 as follows:

- (1) 18 equal monthly installments of \$5,000; and
- (2) A payment of \$5,000 at the time an enrollment target of 1,000 is achieved
- (3) A payment of \$5,000 at the time a total enrollment target of 1,200 is achieved

Contract size for an Assister Entity is determined as shown in the following examples:

Example 1:

Total uninsured tribal population in proposed service area	Multiplied by 16% (Assister target of total uninsured)	Divided by 18 for Estimated Monthly Enrollment Target	Contract Size
1,500	240	13	Small - \$30,000 (100-300 enrollments)

Example 2:

Total uninsured tribal population in proposed service area	Multiplied by 16% (Assister target of total uninsured)	Divided by 18 for Estimated Monthly Enrollments	Contract Size
4,000	640	35	Medium - \$60,000 (301-799 enrollments)

Example 3:

Total uninsured tribal population in proposed service area	Multiplied by 16% (Assister target of total uninsured)	Divided by 18 for Estimated Monthly Enrollments	Contract Size
6,000	960	53	Large - \$100,000 (800+ enrollments)

Outcomes that contribute to the target are those enrollments for which a Tribal Assister entered the initial application and/or the enrollment for coverage in a Medicaid program or a QHP. The Washington Healthplanfinder will track Assister actions. Data from the Healthplanfinder will be used as the source for determining if targets are achieved.

The HBE may modify the contract size (monthly compensation and enrollment target payments) if the Tribal Lead Organization’s actual enrollments are within a higher or lower level for three consecutive months (see Table 12a for contract sizes and compensation levels). The HBE may terminate a Tribal Assister contract if the Tribal Entity is not making satisfactory progress toward enrollment targets for six consecutive months.

### 12.1 Budget Proposal (M)

The entity will include a budget proposal showing projected costs across major budget categories. The proposed budget must align with the funding level requested. If entities are contributing staff or other in-kind resources to accomplish a portion of contract activities, these in-kind resources can be entered on the worksheet under the “In-Kind” heading using the appropriate expense category. (Use budget proposal worksheet in the Application Packet)

Budget categories include but are not limited to:

- Staff costs (including salaries, benefits and other employee costs)
- Supplies/equipment costs
- Travel/transportation expenses
- Other overhead and administrative expenses
- Language and/or disability access services
- Amount allocated to other Assister Entities (if multiple tribes are participating)
- Assister Entity equipment (if multiple entities are participating)

**12.2 Compensation Approach for Tribal Assister Entities in the network**

(If not applying as a Lead Organization, skip sections 12.2 and 12.3)

Entities will serve as funding agent and will compensate Assister entities within the network.

Entities are encouraged to adopt an approach similar to the payment following example funding model for compensating Tribal Assister Entities to assure all entities are compensated for meeting enrollment targets.

**Table 12.2a – Example Funding model for Assister Network**

Tribal Lead Organization total compensation:	\$50,000
Amount withheld for Tribal Lead Organization responsibilities	\$10,000
Total to be allocated to Tribal Assister Entities	\$40,000
Tribal Lead Organization enrollment target	301-600

Assister Entity	Percent of Total (\$50,000)	Tribal Assister Entity Compensation	Percent of total Target (600)	Tribal Assister Entity Target
Entity A	25%	\$10,000	25%	150
Entity B	35%	\$14,000	35%	210
Entity C	40%	\$16,000	40%	240
<b>TOTALS</b>	<b>100%</b>	<b>\$40,000</b>	<b>100%</b>	<b>600</b>

Throughout the contract period, Tribal Lead Organizations may adjust compensation amounts and targets among Assister entities as needed. Tribal Lead Organizations may not compensate Assister Entities or Assisters on a per enrollment basis.

### 12.3 Preliminary compensation approach (M)

The Tribal Lead Organization will outline the compensation approach it proposes. If an approach other than the model provided above (Section 12.2) is used, the approach must reflect fair and consistent compensation among Assister entities. A Budget/Allocation template is provided in the Application Packet for completing this section.

## 13 Evaluation

Vendor responses will be evaluated strictly in accordance with the requirements stated in this RFP and any addenda issued. The evaluation of Vendor Responses to the Mandatory and Desirable Requirements shall be accomplished by an evaluation team to be designated by the HBE, which will determine the ranking of the responses.

### 13.1 Clarification of Response

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

### 13.2 Evaluation Weighting and Scoring

The following weighting and points will be assigned to the response for evaluation purposes:

Activities and Requirements (Sections 5-11)	500 points
Grand Total	500 Points

### 13.3 Administrative Screening

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

### 13.4 Mandatory Requirements

Responses meeting all of the administrative requirements will then be reviewed on a pass/fail basis to determine if the Response meets all mandatory requirements (M). Only Responses meeting all mandatory requirements will be further evaluated.

### 13.5 Qualitative Review and Scoring

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

### 13.6 Desirable Evaluation

Each scored element in the Activities and Requirements Sections (Sections 5 through 11) will be given a score by each evaluation team member. The scores will be totaled and an average score for each Vendor will be calculated as set forth below. This will be used in the calculation of Vendor's total score, as set forth in Section 13.8, *Vendor Total Score*.

Evaluation points will be assigned to each question as follows:

0	Unsatisfactory	Response does not demonstrate service or skills identified.
1	Below Average	Response demonstrates skills and services identified at a minimal level.
2	Average	Response demonstrates the skills and capability to perform the service satisfactorily.
3	Above Average	Response clearly demonstrates skills and capabilities to perform services well.
4	Exceptional	Response demonstrates skills and capability to perform services at a level beyond what is required.

Sections 5 through 11 of the RFP will have maximum weighted scores as follows:

RFP Section	Category/Details	Max. Score
5	General Requirements/Entity Experience	100
6	Community Outreach/Awareness Requirements	96
7	Tribal Assister Network	96
8	Training	64
9	Performance Monitoring	48
10	Data Collection and Reporting	48
11	Complaint Resolution	48
	<b>MAXIMUM TOTAL SCORE</b>	<b>500</b>

### 13.7 Financial Response Evaluation

The financial responses will not be evaluated.

### 13.8 Vendor's 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. Vendor's Total Weighted Score will be calculated as follows:

RFP Section	Category/Details	Max. Score
5-11	Tribal Entity/Lead Organization Requirements and Responsibilities	500
	<b>Maximum Total Score</b>	<b>500</b>

**13.9 Notification to Proposers**

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

## 14 Glossary of Terms

The following definitions will be in force when used in this RFP and/or any purchase resulting from this RFP.

**Apparently Successful Vendor (ASV)** shall mean a Vendor with the highest ranking scores, who meets all the requirements of this RFP and is chosen as the successful candidate during the interview process.

**Authority** shall mean the Health Benefit Exchange (HBE), the entity that is issuing this RFP.

**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** shall mean the Center for Medicare & Medicaid Services.

**Community awareness/education** means informing the community through the provision of information and resources.

**Contract** shall mean the RFP, the Vendor's Response, Contract document, all schedules and exhibits, all statements of work, and all amendments awarded pursuant to this RFP.

**Desirable Scored (DS)** shall mean a non-mandatory and optional requirement that is requested by the HBE, is considered important to the project, and desirable, and the response will be scored.

**HBE** shall mean the Washington Health Benefit Exchange, the entity issuing this RFP.

**Impartiality** shall mean to maintain objectivity, detachment, neutrality and fairness imparting information to consumers and ensuring the consumer's decision is not influenced or directed.

**Tribal Lead Organization** shall mean an entity awarded a contract as a result of this RFP that will lead Tribal Assister activities in a geographic area or for a targeted population.

**Mandatory** shall mean the Vendor must comply with the requirement, and the Response will be evaluated on a pass/fail basis.

**Mandatory Scored (MS)** shall mean the Vendor must comply with the requirement, and the Response will be scored.

**Tribal Assister** shall mean an individual or entity that is certified by the HBE 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.

**Open enrollment period** shall mean the period of time designated by HBE for non-tribal individuals to enroll or make changes to their Qualified Health Plans. Open enrollment for the

first year will occur from October 1, 2013 until March 31, 2014. Open enrollment for the second and subsequent years will be from October 15 through December 7 of that year.

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

**Personal Information** shall mean 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.

**RCW** shall mean the Revised Code of Washington.

**Response** shall mean the written proposal submitted by a Vendor to HBE in accordance with this RFP. The Response shall include all written material submitted by a Vendor as of the date set forth in the RFP schedule or as further requested by HBE.

**Services** shall mean those Services provided by Vendor relating to this RFP, which may include both Personal Services and Purchased Services.

**Subcontractor** shall mean one not in the employment of a Vendor who is performing all or part of the HBE services under the resulting HBE Contract and under a separate contract with Vendor.

**Vendor** shall mean an individual or company whose response under this RFP has been accepted by HBE and is awarded a fully executed, written Contract.

## **15 Appendices**

- 15.1 **Appendix A – Conflict of Interest Standards**
- 15.2 **Appendix B – Contract Terms and Conditions (under development)**
- 15.3 **Appendix C – Protests and Procedures**
- 15.4 **Appendix D – Recommended In-Person Assister Entity Selection Criteria**
- 15.5 **Appendix E – In-Person Assister Entity Profile Sample**
- 15.6 **Appendix F – In-Person Assister Knowledge, Skills and Competencies Guidelines**
- 15.7 **Appendix G – Code of Ethics**
- 15.8 **Appendix H – In-Person Assister Responsibilities**