# Arkansas Health Insurance Marketplace

## Request for Proposals Appendices

### Design, Development, Implementation and Operation Services for a Premium Aggregation Solution

**September 23, 2016**

*Arkansas Health Insurance Marketplace Premium Aggregation Solution Request for Proposals: Appendices*

*September 23, 2016*

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*Arkansas Health Insurance Marketplace Premium Aggregation Solution Request for Proposals: Appendices*

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**APPENDIX A: VENDOR INFORMATION SHEET**

|  |
| --- |
| **Name of the company or individual:** |
|  |
| **Mailing address:** |
|  |
| **Street address (for FEDEX or other mail service):** |
|  |
| **Name and title of person who would sign the contract:** |
|  |
| **Name and title of the company contact person (if different):** |
|  |
| **Contact person (direct telephone number, fax number & email address):** |
|  |

APPENDIX A

*Arkansas Health Insurance Marketplace*

*Premium Aggregation Solution Request for Proposals:*

*Appendices*

*September 23, 2016*

#### APPENDIX B: WRITTEN QUESTIONS TEMPLATE

Bidder Name:

**Date Submitted:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question #** | **RFP Section #** | **RFP**  **Page #** | **Paragraph #** | **Question** |
|  |  |  |  |  |
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APPENDIX B

*Arkansas Health Insurance Marketplace Premium Aggregation Solution Request for Proposals: Appendices*

*September 23, 2016*

#### APPENDIX C: MANDATORY REQUIREMENTS CHECKLIST

|  |  |  |
| --- | --- | --- |
| **Tab** | **Mandatory Technical Proposal Submission Requirements Checklist** | **Completed** |
| **Format of Proposal**: Table 6-1 (Formatting Requirements); and Table 2-1 (Proposals received on date and time specified). |  |
| Tab 1 | Transmittal Letter |  |
| Tab 2 | Mandatory Requirements Checklist |  |
| Tab 3 | Executive Summary |  |
| Tab 4 | Corporate Experience: Company Background; Company Experience; Corporate References, and Company Financial Condition. |  |
| Tab 5 | Organization and Staffing Plan: Organization, Responsibilities, Resumes, and Staff References. |  |
| Tab 6 | Project Management and Control |  |
| Tab 7 | Work Plan |  |
| Tab 8 | Approach |  |
| Tab 9 | Functional Requirements |  |
| Tab 10 | Operational Requirements |  |
| Tab 11 | Technical Requirements |  |
| Tab 12 | Additional Requirements Narrative |  |
| Tab 13 | Privacy and Security |  |
| Tab 14 | Assumptions, Qualifiers, and Constraints |  |
| N/A | Vendor Information Sheet |  |
| N/A | Cost Proposal (In a separately sealed envelope) |  |

*Arkansas Health Insurance Marketplace Premium Aggregation Solution Request for Proposals: Appendices*

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#### APPENDIX D: CORPORATE REFERENCES

The Bidder must confirm and describe their experience as it relates to the requirements outlined in this RFP. A minimum of three (3) projects highlighting the Bidder’s Premium Aggregation or other large scale US Dept. of Health and Human Services (HHS) IT system implementation and integration project experience (for projects equal in scope and complexity) must be cited from the last five (5) years. The Bidder is also required to provide a minimum of three (3) corporate references for each *Premium Aggregation* project and for each project providing services similar to those being requested by this RFP. Each reference must include the client’s name, address, current telephone number and e-mail address of the client’s responsible project administrator or of a senior official of the client who is familiar with the Bidder’s performance.

|  |  |  |
| --- | --- | --- |
| **Client:** | | |
| **Project Name:** | **Beginning Date of Project:**  Month/Year | **Ending Date of Project:**  Month/Year |
| **Name Prime Vendor and All Subcontractors and Role of Bidder:** | | |
| **Funded Contract Cost:** | | |
| **1. Client References**  Name, Position: Client: Address: Email:  Phone: | **2. Client References**  Name, Position: Client: Address: Email:  Phone: | **3. Client References**  Name, Position: Client: Address: Email:  Phone: |
| **Description of Work Performed:** | | |
| **Project Personnel Requirements:** | | |
| **# of FTEs and Total Staff Hours Expended:** | | |

|  |  |  |
| --- | --- | --- |
| **Client:** | | |
| **Project Name:** | **Beginning Date of Project:**  Month/Year | **Ending Date of Project:**  Month/Year |
| **Name Prime Vendor and All Subcontractors and Role of Bidder:** | | |
| **Funded Contract Cost:** | | |
| **4. Client References** | **5. Client References** | **6. Client References** |
| Name, Position: Client: Address: Email:  Phone: | Name, Position: Client: Address: Email:  Phone: | Name, Position: Client: Address: Email:  Phone: |
| **Description of Work Performed:** | | |
| **Project Personnel Requirements:** | | |
| **# of FTEs and Total Staff Hours Expended:** | | |

|  |  |  |
| --- | --- | --- |
| **Client:** | | |
| **Project Name:** | **Beginning Date of Project:**  Month/Year | **Ending Date of Project:**  Month/Year |
| **Name Prime Vendor and All Subcontractors and Role of Bidder:** | | |
| **Funded Contract Cost:** | | |
| **7. Client References**  Name, Position: Client: Address: Email:  Phone: | **8. Client References**  Name, Position: Client: Address: Email:  Phone: | **9. Client References**  Name, Position: Client: Address: Email:  Phone: |
| **Description of Work Performed:** | | |
| **Project Personnel Requirements:** | | |
| **# of FTEs and Total Staff Hours Expended:** | | |

|  |  |  |
| --- | --- | --- |
| Name, Position: Client: Address: Email:  Phone: | Name, Position: Client: Address: Email:  Phone: | Name, Position: Client: Address: Email:  Phone: |
| **Description of Work Performed:** | | |
| **Project Personnel Requirements:** | | |
| **# of FTEs and Total Staff Hours Expended:** | | |

|  |  |  |
| --- | --- | --- |
| **Client:** | | |
| **Project Name:** | **Beginning Date of Project:**  Month/Year | **Ending Date of Project:**  Month/Year |
| **Name Prime Vendor and All Subcontractors and Role of Bidder:** | | |
| **Funded Contract Cost:** | | |
| **7. Client References**  Name, Position: Client: Address: Email:  Phone: | **8. Client References**  Name, Position: Client: Address: Email:  Phone: | **9. Client References**  Name, Position: Client: Address: Email:  Phone: |
| **Description of Work Performed:** | | |
| **Project Personnel Requirements:** | | |
| **# of FTEs and Total Staff Hours Expended:** | | |

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#### APPENDIX E: PROPOSED KEY STAFF RESUME TEMPLATE

The Bidder must submit resumes of all proposed key staff personnel identified in its proposal. All Bidders are required to use the template below when providing the resumes of proposed key staff personnel. Information that is included as a part of this template should be relevant to the services requested in this RFP and should outline the individual’s knowledge and experience working with *Health Insurance Exchanges and/or Financial Management systems*. Each project referenced in a resume should include the customer name, the time period of the project, and the time period the person performed, as well as a brief description of the project and the person’s responsibilities.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** | | | | |
| **Title, Company** | | | | |
| **Summary** | | | | |
|  | | | | |
| **Relevant Project Experience**  **(order in reverse chronological order – most recent first)** | | | | |
| **1.** | **Insert Client Name Here** | | | **mm/yyyy— mm/yyyy**  **(Project Lifespan) mm/yyyy— mm/yyyy (Individual**  **assignment if**  **different)** |
| **Insert Project Name Here** | | | | |
|  | | **Title on Project:** | Your title on the project here | |
| **Project Description:** | The overall description of the project here | |
| **Responsibilities:** | Your responsibilities on the project here | |
| **2.** | **Insert Client Name Here** | | | **mm/yyyy— mm/yyyy**  **(Project Lifespan) mm/yyyy— mm/yyyy (Individual**  **assignment if**  **different)** |
| **Insert Project Name Here** | | | | |

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|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name** | | | | |
| **Title, Company** | | | | |
|  | | **Title on Project:** | Your title on the project here | |
| **Project Description:** | The overall description of the project here | |
| **Responsibilities:** | Your responsibilities on the project here | |
| **3.** | **Insert Client Name Here** | | | **mm/yyyy— mm/yyyy**  **(Project Lifespan) mm/yyyy— mm/yyyy (Individual**  **assignment if**  **different)** |
| **Insert Project Name Here** | | | | |
|  | | **Title on Project:** | Your title on the project here | |
| **Project Description:** | The overall description of the project here | |
| **Responsibilities:** | Your responsibilities on the project here | |
| **4.** | **Insert Client Name Here** | | | **mm/yyyy— mm/yyyy**  **(Project Lifespan) mm/yyyy— mm/yyyy (Individual**  **assignment if**  **different)** |
| **Insert Project Name Here** | | | | |
|  | | **Title on Project:** | Your title on the project here | |
| **Project Description:** | The overall description of the project here | |
| **Responsibilities:** | Your responsibilities on the project here | |
| **5.** | **Insert Client Name Here** | | | **mm/yyyy— mm/yyyy**  **(Project Lifespan) mm/yyyy— mm/yyyy (Individual**  **assignment if**  **different)** |

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|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | | | | | | |
| **Title, Company** | | | | | | |
| **Insert Project Name Here** | | | | | | |
|  | **Title on Project:** | | Your title on the project here | | | |
| **Project Description:** | | The overall description of the project here | | | |
| **Responsibilities:** | | Your responsibilities on the project here | | | |
| **Employment History** | | | | | | |
| **Company Name** | | | | | | **Dates of Employment** |
| Company Name | | | | | | **mm/yyyy—Present** |
| Company Name | | | | | | **mm/yyyy—mm/yyyy** |
|  | | | | | |  |
|  | | | | | |  |
| **Education** | | | | | | |
| **Institution Name and Address** | | | | **Date of Completion** | **Degree/Field** | |
|  | | | |  |  | |
|  | | | |  |  | |
| **Training/ Certifications – Please also include dates of completion** | | | | | | |
| MCSE, PMP, for example | | | | | | |
| **Special Skillsets** | | | | | | |
| **Program Knowledge:** | | What areas are you particularly knowledgeable about? | | | | |
| **Hardware:** | | What IT hardware do you have special training/experience in, if any? | | | | |
| **Software:** | | Specialized software skills—MS Project, Visio, AutoCAD, PeopleSoft, SAP, FileNet, etc. | | | | |
| **Databases:** | |  | | | | |

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#### APPENDIX F: STAFF REFERENCES TEMPLATE

The Bidder is required to provide a minimum of three (3) references for each proposed key personnel. Bidders must use the template below for each staff reference.

|  |  |  |
| --- | --- | --- |
| **Key Personnel’s Name:** | | |
| **Project Name:** | **Beginning Date of Project:**  Month/Year | **Ending Date of Project:**  Month/Year |
| **11. Staff References:**  Name, Position: Client:  Address: Email: Phone: | | |
| **Description of Work Performed:** | | |

|  |  |  |
| --- | --- | --- |
| **Key Personnel’s Name:** | | |
| **Project Name:** | **Beginning Date of Project:**  Month/Year | **Ending Date of Project:**  Month/Year |
| **11. Staff References:**  Name, Position: Client: Address:  Email: Phone: | | |
| **Description of Work Performed:** | | |

|  |  |  |
| --- | --- | --- |
| **Key Personnel’s Name:** | | |
| **Project Name:** | **Beginning Date of Project:**  Month/Year | **Ending Date of Project:**  Month/Year |
| **11. Staff References:**  Name, Position: Client: Address:  Email: Phone: | | |
| **Description of Work Performed:** | | |

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#### APPENDIX G: FUNCTIONAL REQUIREMENTS MATRIX

Please see attached Functional Requirements Matrix Excel spreadsheet.

##### Appendix G: FUNCTIONAL REQUIREMENTS AND BIDDER RESPONSE MATRIX

**Instructions for completing the Requirements Response Matrix**

Bidders are required to provide a list of detailed Functional Requirements the bidder is recommending to AHIM. Using the appropriate codes provided in the table below, for each requirements the bidder is required to identify a condition for each recommended requirement.

Bidders must provide, for each requirement listed, the corresponding Proposal section reference explaining the bidder's response.

The matrix also provides a column where Bidders may provide additional comments/clarifications related to a specific requirements response

|  |  |  |
| --- | --- | --- |
| **Column** | **Condition** | **Description** |
| Out of the Box | Standard Function | The proposed system fully satisfies the requirement as stated with no modifications to the base product required. The bidder must explain how the requirement is satisfied by the system. |
| Configurable | Configurable Item | Current functionality of the proposed system exists in the system and can be easily modified by a system configuration. System configuration items should not require a change to the software source code. |
| Custom Design and Development | Modification Required | The proposed system requires a modification or addition to existing functionality to meet this requirement which requires a source code modification. The system will be modified to satisfy the requirements as stated or in a different format. The bidder must explain the modifications and include the cost of all modifications above and beyond the base cost in the ***Project Cost Proposal***. |
| Does not Meet | Cannot Meet Requirement | The proposed system will not satisfy the requirement. The bidder must explain why the requirement cannot be satisfied. |

APPENDIX G

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Financial Management Requirements Traceability Matrix** | | | |  |  |  |  |  |
|  |  |  |  |  |
|  |  |  | **Mark only 1 column with an "X" per requirement** | | | |  |  |
| **Ref Code** | **Category** | **Requirement Description "The system shall…"** | **Out of the Box** | **Configurable** | **Custom Design and Development** | **Does Not Meet** | **Bidder Response Narrative Section Reference** | **Comments/Clarifications** |
| FM-1 | Premium Aggregation | Aggregate employer premiums due to each insurer. |  |  |  |  |  |  |
| FM-2 | Premium Aggregation | Generate itemized invoice to insurers of premiums due including user fee deductions. |  |  |  |  |  |  |
| FM-3 | Premium Aggregation | Process payment of aggregated premiums to insurers. |  |  |  |  |  |  |
| FM-4 | Premium Aggregation | Provide capability to record when a payment discrepancy is reported by carriers. |  |  |  |  |  |  |
| FM-5 | Premium Aggregation | Provide capability for authorized users to adjust carrier payment information to resolve discrepancy. |  |  |  |  |  |  |
| FM-6 | Premium Aggregation | Provide capability for authorized users to record resolution of a carrier discrepancy. |  |  |  |  |  |  |
| FM-7 | Premium Aggregation | Incorporate discrepancy resolution adjustments (positive or negative) in carrier payment. |  |  |  |  |  |  |
| FM-8 | Premium Aggregation | Transmit SHOP market user fee data to exchange accounting system |  |  |  |  |  |  |
| FM-9 | Financial Reports | Maintain an audit trail of all financial transactions and funds moved through the SHOP. |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Summarized Reporting Requirements Traceability Matrix** | | | |  |  |  |  |  |
|  |  |  |  |  |
|  |  |  | **Mark only 1 column with an "X" per requirement** | | | |  |  |
| **Ref Code** | **Category** | **Requirement Description "The system shall…"** | **Out of the Box** | **Configurable** | **Custom Design and Development** | **Does Not Meet** | **Bidder Response Narrative Section Reference** | **Comments/Clarifications** |
| RP-1 | General | Provide a data warehouse to store all system data in a non-production environment. |  |  |  |  |  |  |
| RP-2 | General | Provide a business analytics solution that utilizes the data warehouse for business intelligence, predictive analytics, and reporting. |  |  |  |  |  |  |
| RP-3 | General | Provide the ability to summarize report data online. |  |  |  |  |  |  |
| RP-4 | General | Provide the ability to drill down into report data online. |  |  |  |  |  |  |
| RP-5 | General | Store and recall saved queries created by authorized users. |  |  |  |  |  |  |
| RP-6 | General | Track and maintain history of all ad hoc queries and reports run within the system. |  |  |  |  |  |  |
| RP-7 | General | Provide the capability to extract system data in a variety of formats including, but not limited to .CSV, .XLS, and .PDF. |  |  |  |  |  |  |
| RP-8 | General | Provide the ability to download generated report data. |  |  |  |  |  |  |
| RP-9 | General | Provide the ability to transmit reports electronically to designated recipients. |  |  |  |  |  |  |
| RP-10 | General | Provide the ability to schedule the generation of reports at user-specified times. |  |  |  |  |  |  |
| RP-11 | General | Provide the ability to organize reports into a shared list (library). |  |  |  |  |  |  |
| RP-12 | General | Provide the capability for AHIM to define standard operational reports to be run at regular frequencies |  |  |  |  |  |  |
| RP-13 | General | Provide the capability to develop dashboards at AHIM's direction for authorized users to view key data points in real-time. |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Administrative Requirements Traceability Matrix** | | | |  |  |  |  |  |
|  |  |  |  |  |
|  |  |  | **Mark only 1 column with an "X" per requirement** | | | |  |  |
| **Ref Code** | **Category** | **Requirement Description "The system shall…"** | **Out of the Box** | **Configurable** | **Custom Design and Development** | **Does Not Meet** | **Bidder Response Narrative Section Reference** | **Comments/Clarifications** |
| AD-1 | Data Quality | Provide the capability to perform periodic analysis of data for accuracy. |  |  |  |  |  |  |
| AD-2 | Transfer of Identification Information | Maintain an audit trail of all information requests that contain Personal Identification (PII) or Personal Health Information (PHI) data as specified by the Privacy Act of 1974 and the Health Insurance Portability and Accountability Act (HIPAA). |  |  |  |  |  |  |
| AD-3 | IRS Tax Information | Comply with any security and privacy requirements established by the IRS (e.g., Publication 1075 Tax Information Security Guidelines for Federal, State, and Local Agencies) to ensure proper and confidential handling and storage of Section 6103 Federal Tax Information data. |  |  |  |  |  |  |
| AD-4 | Security | Maintain an audit trail of all system activity to aid in recreating a security incident and determining the extent of the security breach. |  |  |  |  |  |  |

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#### APPENDIX H: OPERATIONAL REQUIREMENTS MATRIX

Please see attached Operational Requirements Matrix Excel spreadsheet.

APPENDIX H

##### APPENDIX H: OPERATIONS REQUIREMENTS AND BIDDER'S RESPONSE MATRIX

**Instructions for completing the Requirements Response Matrix**

Bidders are required to provide a response, marking the appropriate columns provided in the table below, for each requirements listed in the 'Operations Requirements' tab included in this Operations Requirements and Bidder's Response Matrix.

Bidder's must provide, for each requirement listed, the corresponding Proposal section reference explaining the Bidder's response.

The matrix also provides a column where Bidders may provide additional comments/clarifications related to a specific requirements response

|  |  |
| --- | --- |
| **Condition** | **Description** |
| Agrees to Meet | The Bidder agrees that the proposed solution meets or will be modified to meet the specific requirement fully within the parameters of the submitted cost proposal. |
| Does not agree to meet | The Bidder does not agree that the proposed solution will meet the specific requirement within the parameters of the submitted cost proposal. |

APPENDIX H

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Financial Management Operations Requirements Traceability Matrix** | | | |  |  |  |
|  |  |  |
|  |  |  | **Mark only 1 column with an "X" per requirement** | |  |  |
| **Ref Code** | **Category** | **Requirement Description "The vendor shall…"** | **Agrees to Meet** | **Does Not Agree to Meet** | **Bidder Response Narrative Section Reference** | **Comments/Clarifications** |
| FM-1 | Financial Management | Manage the invoicing process with employers including transmitting itemized invoice information. |  |  |  |  |
| FM-2 | Financial Management | Receive and process premium payments from employers. |  |  |  |  |
| FM-3 | Financial Management | Process and remit premium payments to carriers. |  |  |  |  |
| FM-4 | Financial Management | Maintain records of all premium payments and other financial transactions |  |  |  |  |
| FM-5 | Financial Management | Utilize AHIM controlled bank accounts when handling all funds |  |  |  |  |
| FM-6 | Financial Management | Ensure complete access and control for AHIM regarding bank account and financial transaction information |  |  |  |  |
| FM-7 | Financial Management | Ensure all financial transactions are conducted and recorded according to Generally Accepted Accounting Principles |  |  |  |  |
| FM-8 | Financial Management | Conduct annual independent audit of financial transactions |  |  |  |  |
| FM-9 | Financial Management | Produce a quarterly financial report of all financial transactions for AHIM |  |  |  |  |
| FM-10 | Financial Management | Automate validation of financial transactions |  |  |  |  |

APPENDIX H

*Arkansas Health Insurance Marketplace Premium Aggregation Solution Request for Proposals: Appendices*

*September 23, 2016*

#### APPENDIX I: TECHNICAL REQUIREMENTS MATRIX

Please see attached Technical Requirements Matrix Excel Spreadsheet.

APPENDIX I

##### APPENDIX I: TECHNICAL REQUIREMENTS AND OFFEROR RESPONSE MATRIX

**Instructions for completing the Requirements Response Matrix**

Offerors are required to provide a response, marking the appropriate columns provided in the table below, for each requirement listed in the 'Technical Requirements' tab included in this Technical Requirements and Bidders Response Matrix.

Bidders must provide, for each requirement listed, the corresponding Proposal section reference explaining the Bidder's response.

The matrix also provides a column where Bidders may provide additional comments/clarifications related to a specific requirements response.

|  |  |
| --- | --- |
| **Condition** | **Description** |
| Agrees to Meet | The Bidder agrees that the proposed solution meets or will be modified to meet the specific requirement fully within the parameters of the submitted cost proposal. |
| Does not agree to meet | The Bidder does not agree that the proposed solution will meet the specific requirement within the parameters of the submitted cost proposal. |

APPENDIX I

| **TECHNICAL REQUIREMENTS TRACEABILITY MATRIX** | | |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |
| **Mark only 1 column with an "X" per requirement** | |  |  |
| **Ref Code** | **Category** | **Requirement Description "The system shall…"** | **Agrees to Meet** | **Does Not Agree to Meet** | **Bidder Response Narrative Section Reference** | **Comments/Clarifications** |
| TC-1 | General | Be designed to be scalable and flexible in order to accommodate and be easily adaptable to changes required by state and/or federal statute, mandate, decision, or policy. |  |  |  |  |
| TC-2 | General | Be designed, built and deployed with enterprise architecture best practices including substantial reliance on highly configurable SOA components. |  |  |  |  |
| TC-3 | General | Provide an electronic document management system integrated with the customer relationship management system to support the handling of paper documentation |  |  |  |  |
| TC-4 | General | Be deployable and maintainable with Service Level Agreements as defined by the Exchange and functionality to ensure operational capabilities and integrity. |  |  |  |  |
| TC-5 | General | Support “plain language” as defined in the Plain Language Act of 2010. |  |  |  |  |
| TC-6 | Auditing | Provide the ability to audit and log the network system/application and detailed user activity including data available to the user, data viewed by user, data downloaded by user, data uploaded by the user, and all actions taken by user while in the system) in accordance with policy defined by the Exchange. |  |  |  |  |
| TC-7 | Auditing | Provide and retain transaction logs in accordance with the National Institute of Standards and Technology (NIST) requirements. |  |  |  |  |
| TC-8 | Auditing | Provide and retain transaction logs in accordance with the Health Insurance Portability and Accountability Act (HIPAA). |  |  |  |  |
| TC-9 | Auditing | Provide and retain transaction logs in accordance with the Harmonized Security and Privacy Framework. |  |  |  |  |
| TC-10 | Auditing | Provide reporting for security audits and compliance activities based on designated timeframes. |  |  |  |  |
| TC-11 | Auditing | Provide ability to set security controls for audit logs via role based access controls. |  |  |  |  |
| TC-12 | Auditing | Provide flexible audit report function (including on demand feature) and audit logging ability. |  |  |  |  |
| TC-13 | Auditing | Support an audit of data center operations by a 3rd party vendor |  |  |  |  |
| TC-14 | Auditing | Provide the ability for the authorized users to examine system and error daily logs to minimize and predict system problems and initiate appropriate action. |  |  |  |  |
| TC-15 | Disaster Recovery | Provide the ability to utilize alternative remote back-up sites that are in a different state or time zone or as agreed upon by the Contractor and the Exchange, and are separate and distinct from primary hosting facility with a ramp up period within the Recovery Time Objective defined by the Exchange. |  |  |  |  |
| TC-16 | Disaster Recovery | Provide the ability to recover lost or deleted data from backup in accordance with the Recovery Point Objective as defined by the Exchange. |  |  |  |  |
| TC-17 | Disaster Recovery | Provide scheduled maintenance notification within the limits defined by the Exchange. |  |  |  |  |
| TC-18 | Disaster Recovery | Provide the ability to rollover to an alternate / backup site during planned and unplanned maintenance. |  |  |  |  |
| TC-19 | Disaster Recovery | Store backed-up data apart from the production data center that are in a different state or time zone or as agreed upon by the Contractor and the Exchange to prevent simultaneous loss of production and backup data stores. |  |  |  |  |
| TC-20 | General | Provide the ability to integrate with state systems and databases to allow interoperability as appropriate |  |  |  |  |
| TC-21 | General | Comply with Centers for Medicaid and Medicare Services (CMS) requirements to establish a framework of enabling technologies and processes that support improved program administration, in accordance with the MITA 3.0 framework. |  |  |  |  |
| TC-22 | General | Offer a modular, flexible approach to systems development using MITA 3.0 guidelines and SOA component-oriented design principles. |  |  |  |  |
| TC-23 | General | Allow for the alignment with and increasing advancement of Medicaid Information Technology Architecture (MITA) maturity for business, architecture, and data in all systems development efforts. |  |  |  |  |
| TC-24 | Hosting Services | Provide primary and disaster recovery hosting in a Tier-3 or better facility. |  |  |  |  |
| TC-25 | Hosting Services | Utilize a service management framework such as ITIL v3 or equivalent framework to manage IT services and infrastructure. |  |  |  |  |
| TC-26 | Hosting Services | Include hosting services for the development, System Testing, User Acceptance Testing, production environments that will be used to develop, maintain, and operate the solution. |  |  |  |  |
| TC-27 | Hosting Services | At a minimum maintain the Cert environment as a complete mirror image (software, hardware, version, configuration) of the production environment. |  |  |  |  |
| TC-28 | Hosting Services | Provide a standardized mechanism for Conflict Management and data integrity. |  |  |  |  |
| TC-29 | Hosting Services | Be hosted in a climate-controlled environment that meets industry standards including, fire and security hazard detection, electrical needs, and physical security. |  |  |  |  |
| TC-30 | Hosting Services | Provide the ability for AHIM or its authorized agents to examine system and error logs daily to minimize and predict system problems and initiate appropriate action. |  |  |  |  |
| TC-31 | Hosting Services | Ensure that non-critical system management, virtualization, and administrative operational and system administration controls are isolated on the network layer that would contain protected health information (PHI) to prevent unnecessary administrative access to PHI. |  |  |  |  |
| TC-32 | Hosting Services | Utilize industry standard security protocols for transmitting data over networks (e.g. SSL, TLS, etc.) |  |  |  |  |
| TC-33 | Hosting Services | Implement network protection capabilities to detect and eliminate malicious software and/or unauthorized external connection attempts on network monitoring devices, servers, peripheral devices, and desktop workstations. |  |  |  |  |
| TC-34 | Hosting Services | Provide all hosting services at data center(s), including back-up and recovery, at sites located within the Continental United States |  |  |  |  |
| TC-35 | Hosting Services | Ensure that all data center operations and technical staff shall be located within the Continental United States. |  |  |  |  |
| TC-36 | Hosting Services | Host, maintain, and operate the solution in production for the contract term. |  |  |  |  |
| TC-37 | Hosting Services | Be responsible for providing, installing, and maintaining all hardware, software, network components, and other infrastructure elements for the solution. |  |  |  |  |
| TC-38 | Hosting Services | Maintain reliable business operations in accordance with the agreed upon SLA. |  |  |  |  |
| TC-39 | Hosting Services | Provide a system with response times and transaction volume as defined by agreed upon SLA. |  |  |  |  |
| TC-40 | Information Technology Help Desk | Provide live technical Tier-1 support 24X7 and the capability to provide Tier 2/3 support as needed and defined by the exchange. |  |  |  |  |
| TC-41 | Information Technology Help Desk | Be held accountable to issue resolution standards as defined by the agreed upon SLA. |  |  |  |  |
| TC-42 | Information Technology Help Desk | Operate an incident management system that provides reporting in line with agreed upon SLA. |  |  |  |  |
| TC-46 | Maintenance and Operations | Provide routine maintenance periods as defined by the agreed upon SLA. |  |  |  |  |
| TC-47 | Maintenance and Operations | Conduct non-routine maintenance during a mutually agreeable timeframe as defined by the agreed upon SLA. |  |  |  |  |
| TC-48 | Maintenance and Operations | Conduct testing on any changes, upgrades to hardware or patches applied to ensure backward compatibility of its solution and integration within and outside the Exchange. |  |  |  |  |
| TC-49 | Maintenance and Operations | Work with the Exchange team in advance of any release or changes to provide the Exchange team access to adequately test, verify and train before the changes are released to the production environment. |  |  |  |  |
| TC-50 | Maintenance and Operations | Provide access for appropriate and authorized Exchange team members to the test and training environments to ensure correct implementation of changes before the changes are released to the production environment. |  |  |  |  |
| TC-51 | Maintenance and Operations | Provide version control management capability, allowing AHIM the ability to back up at least two versions. |  |  |  |  |
| TC-52 | Financial Transaction Processing | Meets the hosting and handling standards of Payment Card Industry (PCI) and ACH data. |  |  |  |  |
| TC-53 | Security | Comply with industry standards and regulations to include, but not limited to the following: Standards adopted by the Secretary under Section 1104 of the Affordable Care Act (ACA), Standards and protocols adopted by the Secretary under Section 1561 of the ACA including NIST SP 800-52, 800-53i, 800-77, or 800-113 or others as specified in the federal Information Processing Standards (FIPS) Publication 140–2, and IEEE standards. |  |  |  |  |
| TC-54 | Security | Support routine external penetration testing, threat identification and appropriate corrective action. |  |  |  |  |
| TC-55 | Security | Maintain strict access controls to safeguard all areas where Exchange data could be accessed. |  |  |  |  |
| TC-56 | Security | Implement corrective action plans from internal and external risk assessment and vulnerability testing and/or external (3rd Party) HIPAA audit/review that discusses threats, vulnerabilities and impacts, including network and web application. |  |  |  |  |
| TC-57 | Security | Manage user profiles including defining access to data types and security credentials. |  |  |  |  |
| TC-58 | Security | Provide the capability to set automatic alerts to system administrators/authorized Exchange personnel when a breach pattern, threshold, or unauthorized use activity is detected. |  |  |  |  |
| TC-59 | Security | Provide security administration functionality to apply user permissions based on roles to accommodate access controls that align with federal (ANSI) standards for Role Based Access Controls. |  |  |  |  |
| TC-60 | Security | Ensure that all health information in transit and at rest is unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified by the Secretary of the Federal Department of Health and Human Services in the guidance issued under section 13402(h)(2) of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5), or any update to that guidance. |  |  |  |  |
| TC-61 | Security | Provide the same security provisions for all system environments. |  |  |  |  |
| TC-62 | Security | Ensure that the Exchange solution system documentation is protected from unauthorized access. |  |  |  |  |

#### APPENDIX J: SERVICE LEVEL AGREEMENTS AND ASSOCIATED LIQUIDATED DAMAGES

|  |  |
| --- | --- |
| **Key Performance Indicator** | **Penalty** |
| **1. Service Level Agreement – System Availability** | |
| System availability is to be defined as the percentage uptime in a  month that the Premium Aggregation solution environments (including all associated components) are available to users or to perform in a back- up capacity, including all weekends and holidays. Negotiated downtime for system maintenance during off-peak hours is not to be included in the calculation of system availability.  The Contractor is to provide a system to monitor and report on responses as defined and approved by AHIM. Additionally, the Contractor will provide AHIM real-time access into said reporting tool(s). All metrics are to be measured and evaluated in hours.  **Downtime.** Downtime is to be defined as the term during which any functionality of the Premium Aggregation solution is not functioning/available due to network, hardware, operating system or application program failure. Scheduled maintenance (within the defined maintenance window), approved by AHIM, does not count towards downtime.  System availability is to be based on the following hours of operation:  **Premium Aggregation Hours of Operation.** Premium Aggregation solution is to be available at a minimum of 99.9% of the expected operational time, twenty-four (24) hours per day, seven (7) days per week.  The Contractor is to ensure system availability meets the following performance standards: | Up to **10%** of the monthly  operating fee, as follows: Any 1 of 4 not met: **2.5%**  Any 2 of 4 not met: **5%**  Any 3 of 4 not met: **7.5%**  All 4 not met: **10%** |
| **1. Production Downtime.** Production downtime for all Premium Aggregation components is to be no more than one (1) hour per month. |
| **2. Network Connectivity Downtime.** Contractor network connectivity downtime for all Premium Aggregation solution components, is to be no more than one (1) hour per month. This downtime will be included in the overall production downtime figures and not to be considered additive. |
| **3. Scheduled Maintenance.** Scheduled maintenance for all Premium Aggregation solution components, is to be no more than six (6) hours per month (and within the defined maintenance window(s) as approved by AHIM)**.** |
| **4. Failover** 99% of all failover events are concluded within ten  (10) minutes. 100% of all failover events are concluded in less than twenty (20) minutes. |

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| **2. Service Level Agreement – System Performance** | |
| System performance is to be defined as Premium Aggregation solution response time to user portal queries, (the portal is operational twenty-four (24) hours a day, seven (7) days a week).  The Contractor is to provide a system to monitor and report on responses as defined and approved by AHIM. Additionally, the Contractor will provide AHIM real-time access into said reporting tool(s). All metrics are to be measured and evaluated in seconds.  The Contractor is to ensure system performance meets the following performance standards: | Up to **10%** of the monthly  operating fee, as follows: Any 1 of 4 not met: **2.5%**  Any 2 of 4 not met: **5%**  Any 3 of 4 not met: **7.5%**  All 4 not met: **10%** |
| **1. Record Search and Retrieval Time.** Within four (4) seconds 95% of the time, where record retrieval time is defined as the time elapsed after the retrieve command is entered until the record data loads to completion on the monitor. |
| **2. Screen Edit Time.** Within two (2) seconds 95% of the time, where screen edit time is defined as the time elapsed after the last field is filled on the screen with an enter command until all field entries are edited with errors highlighted on the monitor. |
| **3. New Screen/Page Time.** Within two (2) seconds 95% of the time, where new screen/page time is defined as the time elapsed from the time a new screen is requested until the data from the screen loads to completion on the monitor. |
| **4. Web Portal Response Time.** Within four (4) seconds 99% of the time, where Web Portal response time is defined as the time elapsed from the command to view a response until the response appears or loads to completion on the monitor. |

|  |  |
| --- | --- |
| **3. Service Level Agreement – Database Updates** | |
| **Key Performance Indicator** | **Penalty** |
| Database updates are to be defined as the activities necessary to  maintain current and accurate data as required to conduct the functions outlined in this RFP, in compliance with all requirements  herein. AHIM and the contract awardee will develop appropriate data  quality metrics to support these KPIs.  The Contractor is to ensure database update activities meet the following performance standards: | Up to **5%** of the monthly  operating fee, as follows:  Any 1 of 3 not met: **1%**  Any 2 of 3 not met **3%**  All 3 not met: **5%** |
| **1. Database Updates and Data Synchronization.** All databases  including Disaster Recovery location must be updated and synchronized no less than daily. |

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| **4. Service Level Agreement – IT Service Management** | |
| **Key Performance Indicator** | **Penalty** |
| The successful Contractor is to provide Premium Aggregation solution operational problem management for issues as they occur during the Maintenance & Operations phase of the project, including incident and problems associated with all system components outlined in this RFP.  Operational issues are to be classified, communicated to AHIM, documented, addressed and tracked. The Contractor is to provide software tools to enable the tracking of a specific incident, problem, or defect from identification through correction, including all testing performed to ensure the correct fix is in place. Incident, problems and defects are to be documented in the Contractor-specified format, if approved by AHIM. During the Maintenance & Operations phase the Contractor is to categorize and resolve incident in accordance with AHIM incident management standards provided by AHIM, as follows: | Up to **6%** of the monthly  operating fee, as follows:  Priority 1 Errors standard not met: **3%**  Priority 2 Errors standard not met **1.25%**  Priority 3 Errors standard not met: **1.25%**  Priority 4 Errors standard not met: **0.50%** |
| **Severity 1 Errors.** Critical business impact. Indicates Premium Aggregation solution is unavailable for use resulting in a critical impact on operations. Requires immediate AHIM notification, half-hour updates and resolution within two (2) hours. |
| **Severity 2 Errors.** Serious business impact. Indicates serious  production issues where the Premium Aggregation solution is available but is severely limited and no workaround exists. Requires immediate AHIM notification, hourly updates and resolution within four (4) hours. |
| **Severity 3 Errors.** Moderate business impact. Indicates moderate  production issue where Premium Aggregation solution usable but a workaround is available (not critical to operations). Requires AHIM immediate notification, two (2) hour updates, and resolution within twelve (12) hours. |
| **Severity 4 Errors.** Minimal business impact. Indicates the problem  results in little impact on operations or a reasonable circumvention to the problem has been implemented. Requires immediate AHIM  notification with updates and resolution within an agreed-upon  schedule between the Contractor and AHIM (as defined by AHIM). |

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#### APPENDIX K: OBJECTION TO TERMS AND CONDITIONS

The Bidder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Bidder has specific objections.

THE BIDDER IS CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF THE BIDDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Bidder taking the exception a competitive advantage over other Bidders, or 2) gives the State something significantly different than the State requested.

**INSTRUCTIONS:** The Bidder must explicitly list all objections to AHIM terms and conditions (Reference the actual number of AHIM’s term, condition and page number for which an objection(s) is being taken). If no objections exist, state "NONE" specifically on the form below. Whether or not objections are taken, the Bidder must sign and date this form and submit it as part of their Proposal. (*Add additional pages if necessary*.)

|  |  |
| --- | --- |
| **Responder Name:** | |
| **Term & Condition**  **Number/Provision** | **Explanation** |

*By signing this form, I acknowledge that the above named Bidder accepts, without qualification, all terms and conditions stated in this RFP except those clearly outlined as objections above.*

Signature Title Date

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#### APPENDIX L: INSURANCE

**REQUIRED COVERAGES**. For the Duration and for a period of three (3) years thereafter, Contractor shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

* + - Commercial general liability with limits no less than $1,000,000 per occurrence and

$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability. The commercial general liability coverage shall also:

* Include contractual liability coverage insuring the activities of Contractor under this Agreement, including without limitation Contractor’s indemnification obligations provided in the Agreement.
* Require the insurance carrier to give the Marketplace at least thirty (30) days' prior written notice of cancellation or non-renewal.
* Name the Marketplace and the Marketplace’s board members, employees, volunteers, and other agents, including, in each case, all successors and permitted assigns, as additional insureds.
* Provide that the coverage is primary insurance and any similar insurance in the name of or for the benefit of the Marketplace or the Marketplace’s board members, employees, volunteers, or other agents shall be excess and non-contributory.
* Waive any right of subrogation of the insurers against the Marketplace or the Marketplace’s board members, employees, volunteers, or other agents.
* Worker’s compensation with (i) limits no less than the minimum amount required by law and (ii) a waiver of any subrogation right of the insurers against the Marketplace or the Marketplace’s board members, employees, volunteers, or other agents.
* Errors and omissions with limits no less than $1,000,000 per occurrence and

$5,000,000 in the aggregate.

* Data breach and cyber liability with limits no less than $1,000,000 per occurrence and

$5,000,000 in the aggregate.

* + - Umbrella follow-form coverage for the coverages listed above with limits of no less than

$10,000,000. The umbrella follow-form coverage shall also:

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* + - * Name the Marketplace and the Marketplace’s board members, employees, volunteers, and other agents, including, in each case, all successors and permitted assigns, as additional insureds.
      * Provide that the policy is primary insurance and any similar insurance in the name of or for the benefit of the Marketplace or the Marketplace’s board members, employees, volunteers, or other agents shall be excess and non-contributory.

**ADDITIONAL INSURANCE REQUIREMENTS**. Each insurance policy required pursuant to this Appendix shall be issued by insurance companies with a Best's Rating of no less than A-.

**CERTIFICATIONS OF COVERAGE**. Contractor shall provide the Marketplace with copies of the certificates of insurance and policy endorsements for all insurance coverage required herein, and shall not do anything to invalidate such insurance. Insurance coverage shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement, including without limitation the indemnification obligations provided in the Agreement.

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#### APPENDIX M: FEDERAL CONTRACT CLAUSES

The following clauses govern contracts between Arkansas Health Insurance Marketplace (“AHIM”) and other parties (each a “Contractor”) when federal grant funds are used to pay Contractor.

1. REMEDIES.
   1. Continued Performance. Unless otherwise directed by AHIM, Contractor shall continue performance under this contract while matters in dispute are being resolved.
   2. Notice of Injury. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
   3. Governing Law. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to the laws of the State of Arkansas.
   4. Remedies Cumulative. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by AHIM or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
2. TERMINATION.
   1. Termination for Convenience. AHIM may terminate this contract, in whole or in part, at any time by written notice to Contractor. For a cost-based contract, Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. For a service contract, AHIM shall be liable only for payment under the payment provisions of the Contract for services rendered before the effective date of termination. If termination occurs before payment would be due under the Contract, Contractor shall be entitled to the reasonable compensation for services accepted through the effective date of termination. Contractor shall promptly submit its termination claim to AHIM to be paid to Contractor. If Contractor has any property in its possession belonging to AHIM, Contractor will account for the same and return it or dispose of it in any manner AHIM directs.
   2. Termination for Breach. Either party may terminate for failure of the other party to fulfill its obligations, as set forth within a specific contract. Reasonable allowances will be made for circumstances beyond the control of Contractor or AHIM. Written notice of the intent to terminate is required and shall specify the reasons supporting termination.

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* 1. Termination for Default. If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, Contractor fails to perform in the manner called for in the contract, or if Contractor fails to comply with any other provisions of the contract, AHIM may terminate this contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by AHIM that Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of Contractor, AHIM, after setting up a new delivery of performance schedule, may allow Contractor to continue work, or treat the termination as a termination for convenience.
  2. Termination Opportunity to Cure. AHIM in its sole discretion may, in the case of a termination for breach or default, allow Contractor ten (10) days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to AHIM's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within t e n (10) days after receipt by Contractor of written notice from AHIM setting forth the nature of said breach or default, AHIM shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AHIM from also pursuing all available remedies against Contractor and its sureties for said breach or default.
  3. Non-Waiver of Remedies. In the event that AHIM elects to waive its remedies for any breach by Contractor of any covenant, term, or condition of this contract, such waiver by the AHIM shall not limit the AHIM's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

1. **CIVIL RIGHTS (TITLE VI, EEO)**. During the performance of this contract, Contractor, for itself, its assignees, and successors in interest, agrees as follows:
   1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C.

2000d, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act of 1990, 42

U.S.C. 12132, Contractor agrees that it will not (i) discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability or (ii) operate

any programs or activities for AHIM in a manner that limits participation or access or otherwise

discriminates against any person on the basis of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements HHS may issue, including any certifications of compliance required as a condition of using federal grant funds to pay Contractor.

* 1. Equal Employment Opportunity. Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the U.S. Department of Labor (DOL) regulations, 41 C.F.R. 60 et seq.

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* 1. Subcontractor Selection. In the event AHIM permits Contractor to contract with any third party to perform any of Contractor’s obligations to AHIM, Contractor must make positive efforts to use small businesses, minority-owned firms, and women-owned businesses as sources of goods and services whenever possible. To this end, Contractor must place qualified small, minority- owned, and women-owned business enterprises on solicitation lists; ensure that small, minority- owned, and women-owned business enterprises are solicited whenever they are potential sources; consider contracting with consortia of small, minority-owned, or women-owned business enterprises when an intended contract is too large for any one such firm to handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations might compete; make information on contracting opportunities available and establish delivery schedules that encourage participation by small, minority-owned, and women- owned business enterprises; and use the services and assistance of the Small Business Administration and the Minority Business Development Agency, as appropriate.

1. **COPELAND ANTI-KICKBACK ACT**. Contractor agrees to comply with the Copeland Anti- Kickback Act, as amended, 18 U.S.C. 874, et seq., as supplemented in the DOL regulations 29

C.F.R. Part 3, which are hereby incorporated by reference.

1. **DAVIS-BACON ACT.** If Contractor performs more than $2,000 in construction, alteration, or repair services on public buildings or public works on behalf of AHIM, it must comply with the Davis-Bacon Act, 40 U.S.C. 3141 et seq., and implementing DOL regulations, 29 C.F.R. 5. The Davis-Bacon Act requires Contractors to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. The Davis-Bacon Act also requires Contractors to pay wages not less than once per week.
2. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**. If Contractor performs

more than $2,000 in construction, alteration or repair services for AHIM, or more than $2,500 for other contracts which involve the employment of mechanics or laborers, then Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 327-330, and as supplemented by DOL regulations, 29 C.F.R. Part 5.

* 1. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
  2. Violation, Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth above.
  3. Withholding for Unpaid Wages. Contractor shall upon its own action or upon written request of an authorized representative of the DOL withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this Section 9.5.

1. PERTAINING TO REPORTING. NOTICE OF AWARDING AGENCY REQUIREMENTS

**AND REGULATIONS PERTAINING TO REPORTING.** AHIM shall monitor Contractor’s activities, and Contractor shall cooperate with AHIM and furnish all information necessary

to fulfill all reporting requirements imposed upon AHIM under 45 C.F.R. 92.40 and 92.41. Contractor shall inform AHIM as soon as the following types of conditions become known: (i) problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Contract, and (ii) favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated, or producing more beneficial results than originally planned. Contractor shall permit AHIM and any appropriate Federal agency to make site visits as warranted by program needs.

1. **PATENT RIGHTS**. Irrespective of the status of the Contractor (for example, a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, individual, and so forth), Contractor agrees to comply with HHS requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract.
2. **COPYRIGHTS AND RIGHTS IN DATA**. This Contract is governed by the requirements of Federal law and regulations concerning ownership and licensing of copyrights and rights in data. Pursuant to 45 C.F.R. 92.36, HHS reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for Federal Government purposes: (i) the copyright of any work developed under this Contract or any subcontract thereunder, and (ii) any rights of copyright to which AHIM or Contractor purchases ownership of with Federal grant support. If, for any reason, the project is not completed, all data developed under the project is required to be delivered as AHIM or HHS may direct.
3. **ACCESS TO RECORDS AND RETENTION**. Contractor agrees to develop and retain records identifying the basis for determining the valuation of personal services, materials, equipment, buildings, and land.
   1. Inspection of Records. Contractor agrees that the relevant books, documents, papers, and records of the Contractor which are directly pertinent to the Contract shall be subject to inspection, examination, review, audit, transcription and summarization by AHIM, HHS, the Comptroller General of the United States, or any of their duly authorized representatives. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. This right of access shall last as long as the records are retained by Contractor in accordance with 45 C.F.R. 92.42.
   2. Maintenance of Records. Contractor agrees to maintain all books, records, accounts, and reports related to Contractor’s work for AHIM for a period of not less than three (3) years after the date of termination or expiration of this contract, except that in the event of litigation or settlement of claims arising from the performance of this contract, Contractor agrees to maintain same for any longer period required for AHIM, HHS, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
4. **CLEAN AIR ACT, CLEAN WATER ACT AND EPA REGULATIONS.** Contractor agrees to

comply with all applicable standards, orders or regulations issued pursuant to: (i) the Clean Air Act, as amended, 42 U.S.C. 1875(h), et seq.; (ii) the Clean Water Act, as amended, 33 U.S.C.

1368, et seq.; and (iii) Executive Order 11738 and Environmental Protection Agency regulations,

as amended, 40 C.F.R. Part 15. Contractor agrees to report each violation to AHIM and understands and agrees that AHIM will, in turn, report each violation as required to assure notification to HHS and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with federal assistance provided by HHS.

1. **GOOD STANDING**. Contractor certifies, by signing this Contract, that neither Contractor nor Contractor’s principals are presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, “Debarment and Suspension,” 28 C.F.R. 67.510, and any relevant program-specific regulations. Contractor shall require this certification from every subcontractor receiving any payment in whole or in part from federal funds.
2. **SUBCONTRACTS**. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Exhibit and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these terms, and any other clauses required by federal statute or executive order, and their implementing regulations.
3. **COST PRINCIPLES.** If the agreement between AHIM and Contractor is a “cost-type” contract, then allowable costs will be determined in accordance with the appropriate cost principles required as a condition of using federal grant funds, as set forth in the HHS Grants Policy Statement or other federal regulations, policies, or agreements between AHIM and the applicable federal funding agency.