**Arkansas Health Insurance Marketplace**

**Request for Proposals Appendices**

**Independent Verification and Validation Services for the Arkansas Health Insurance Marketplace Small Business Health Options Program**

**December 5, 2014**

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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):** |
|  |

*Arkansas Health Insurance Marketplace SHOP Solution Request for Proposals: Appendices*

*December 5, 2014*

# APPENDIX B: WRITTEN QUESTIONS TEMPLATE

**Bidder Name:**

**Date Submitted:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question #** | **RFP Section #** | **RFP**  **Page #** | **Paragraph #** | **Question** |
|  |  |  |  |  |
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3

# APPENDIX C: MANDATORY REQUIREMENTS CHECKLIST

|  |  |  |
| --- | --- | --- |
| **Tab** | **Mandatory Technical Proposal Submission Requirements Checklist** | **Completed** |
| **Format of Proposal**: Compliant with *Section 5.2* and submitted at the date specific in *Table 1.* |  |
| 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 | Assumptions, Qualifiers, and Constraints |  |
| N/A | Vendor Information Sheet |  |
| N/A | Cost Proposal (In a separately sealed envelope) |  |

# 

# 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 Exchange or other large scale US Dept. of Health and Human Services (HHS), or State Health Systems IV&V project experience (for projects equal in scope and complexity) must be cited from the last five (5) years. Preference will be given for vendors with ACA experience. The Bidder is also required to provide a minimum of three (3) corporate references for eachproject 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:** | | |

# 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*. 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** | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **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)** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **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:** | |  | | | | |

# 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: 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 from 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

# APPENDIX H: 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:
* 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.

# APPENDIX I: 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.
   3. 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.
   4. 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 ten (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.
   5. 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.
3. **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.
  2. 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.
2. **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.
3. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.