Arkansas Health Insurance Marketplace

Request for Proposals

Implementation and Operation Services for the Arkansas Health Insurance Marketplace Small Business Health Options Information Technology Solution

November 10, 2014

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1 INTRODUCTION AND OVERVIEW

1.1 Purpose of Procurement

Arkansas Health Insurance Marketplace (AHIM) is issuing this Request for Proposal (RFP) to obtain competitive and binding responses from qualified candidates to implement a fully functioning state-based Health Insurance Marketplace for the Small Business Health Insurance Options Program (SHOP) for the State of Arkansas.

The purpose of this RFP is to procure a Contractor to implement a Marketplace solution that includes functionality for a web portal, plan selection, enrollment, plan management and financial management for the Small Business Health Insurance Options Program (SHOP). The Marketplace solution must also support consumer assistance activities, notices and reporting, and administrative functions for the SHOP. Providing a Marketplace eligibility function for the individual market is out of scope for this procurement.

Commercial-Off-The-Shelf (COTS) vendors, Software-As-A-Solution (SaaS) vendors, Systems Integrators (SIs), or any other qualified firms are all welcome to submit bids as Prime Bidders. Partnering between vendors is anticipated and is not discouraged nor disallowed. All Prime Bidders must propose a complete solution for the SHOP and include relevant details about any subcontractors or partners as detailed in this RFP.

1.2 Issuing Officer

The information about the Issuing Officer is described below. This person will serve as the single point of contact for communication regarding this RFP.

John Norman
Director of Operations
Arkansas Health Insurance Marketplace
1501 N. University, Suite 970
Little Rock, AR 72207
Phone: 501-313-4197

1.3 Use of Subcontractors

In the event a proposal is submitted that involves more than one organization, a single organization shall be designated as the Prime Bidder. All other participants shall be designated as subcontractors. All subcontractors shall be identified by name and for each proposed subcontractor, background information along with a description of the functions or tasks the subcontractor(s) would perform under this RFP must be included, consistent with instructions found elsewhere in this RFP. The Prime Contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. The project leader (Project Manager) shall be an employee of the Prime Bidder and meet all the relevant requirements. The Prime Bidder shall sign the contract with AHIM.

1.4 Overview

This RFP is composed of nine sections, plus appendices:

Section 1: Introduction and Overview – Provides general information on the purpose of the RFP, the authorities relating to the issuance of the RFP and the organization of the RFP.

Section 2: RFP Schedule and Procurement Process – Provides information on the rules and schedules guiding this procurement.

Section 3: Background Information – Describes AHIM, partners and stakeholders with an interest in the Marketplace, the technology landscape, and guiding principles.

Section 4: Scope of Work – Provides information on the services to be provided under the contract.

Section 5: Requirements – Provides an overview of the business and technical requirements that a Bidder must meet.

Section 6: Technical Proposal Requirements – Defines the requirements for Bidders' Technical Proposals and the information to be provided.

Section 7: Cost Proposal Requirements – Defines the requirements for Bidders' Cost Proposals and the information to be provided.

Section 8: Evaluation Process – Defines the evaluation process and gives an overview of the evaluation categories.

Section 9: Contract Terms and Conditions – Describes the terms and conditions under which the work shall be performed.

Various appendices are included to support the information presented in Sections 1 through 9.

2 RFP SCHEDULE AND PROCUREMENT PROCESS

2.1 Approach

AHIM intends to provide a fair and equitable process for the procurement of the services described in this RFP. Submission of a proposal in response to this RFP constitutes acceptance of the conditions governing the procurement process, including the evaluation factors contained in *Section 8: Evaluation Process* of this RFP.

AHIM expressly reserves the right to not award a contract pursuant to this RFP. Contracts awarded pursuant to this RFP will not include minimum guarantees of funding and will include payments based on actual work performed as requested. AHIM reserves the right to:

- Waive any immaterial defect or informality in any response procedure;
- Reject any and all proposals;
- Request additional information and data from any or all respondents;
- Supplement, amend, or otherwise modify the RFP or cancel this request with or without the substitution of another RFP;
- Disqualify any Bidder who fails to provide information or data requested herein or who provides inaccurate or misleading information or data;
- Disqualify any Bidder on the basis of any real or apparent conflict of interest; and,
- Disqualify any Bidder on the basis of past performance on other projects.

2.2 RFP Timeline

The schedule set forth herein represents AHIM's anticipated schedule for this procurement. AHIM reserves the right to modify dates per extenuating circumstance. The procurement schedule is as follows:

Table 2-1: Procurement Schedule

Activity	Date
Issue RFP	November 10, 2014
Submission of Written Questions and Notice of Intent to Bid	November 17, 2014 5:00 PM CST
Written Responses to Questions and Addendum to RFP Posted (as necessary)	November 24, 2014
Proposals Due	December 8, 2014 5:00 PM CST
Anticipated Dates of Oral Presentations/Interviews (if held)	January 19 – 23, 2015
Anticipated Notice of Award	January 29, 2015
Anticipated Contract Execution Date	March 2, 2015

2.3 Written Questions

AHIM will accept written questions related to this RFP until the dates and times specified in *Table 2-1*. The written questions must reference the RFP section, page, and paragraph number in the format provided in *Appendix B* of this RFP.

Bidders may email written questions in Word 2010 or earlier version to the following procurement email address: solicitations@ARMarketplace.com.

AHIM intends to respond to all written questions and issue addenda (if necessary) no later than the dates and times specified in *Table 2-1*. Only written responses to questions and/or information included in formal addenda to this RFP shall be considered as official.

2.4 Notice of Intent to Bid

AHIM requests that entities planning to respond to this RFP submit a Notice of Intent to Bid. The Notice of Intent to Bid should be provided in Word 2010 or **earlier version** and sent to the procurement email address listed above by the dates and times specified in *Table 2-1*. Please note that the Notice of Intent to Bid is not a prerequisite to the submission of the bid.

2.5 Acceptance of Proposals

All proposals properly submitted will be accepted by AHIM. However, AHIM reserves the right to request necessary amendments from a Bidder, reject any or all proposals received, or cancel this RFP, according to the best interests of AHIM and the residents of the state of Arkansas.

AHIM also reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of AHIM or the State of Arkansas. In the event AHIM waives any minor irregularity in any Bidder's proposal, such waiver shall in no way modify the requirements of this RFP or excuse the Bidder from full compliance with the specifications of this RFP nor excuse the Bidder from any Contract requirement. At the discretion of AHIM, the RFP Issuing Officer or his/her designated agent may contact the Bidder to clarify irregularities or provide missing requirements. The Bidder is required to submit clarifications or missing requirements with a turnaround time to be determined by AHIM.

AHIM reserves the right to exclude any and all non-responsive proposals from any consideration for Contract award.

2.6 Submission of Proposals

Proposals must conform to all proposal submission requirements as stated in *Section 6: Technical Proposal Requirements* of this RFP. Failure to meet all requirements will place the Bidder at risk, and AHIM may reject the entire proposal.

2.7 Proposal Opening and Inspection

During the proposal evaluation and award recommendation period, proposals shall not be available for inspection. Proposals shall not be opened publicly, but shall be opened in the presence of two or more AHIM officials. The register of proposals and Bidders' proposals shall be open to public inspection after a contract has been awarded and executed by all parties.

2.8 Disqualification of Bidders

A Bidder may be disqualified and the proposal may be rejected for any one or more of the following reasons applicable to the Bidder or any proposed subcontractor:

- Proof of collusion among Bidders, in which case all bids involved in the collusive action shall be rejected and any participant to such collusion shall be barred from future bidding until reinstated as a qualified Bidder;
- Inappropriate or unauthorized communication with AHIM staff or Board of Directors, as outlined in AHIM's Procurement Rules;
- Lack of responsibility and cooperation as shown by past work or services;
- Being in arrears on existing contracts with the State of Arkansas or having defaulted on previous contracts;
- Lack of proper licensure to cover the type of work contemplated, if required;
- Any noncompliance with applicable laws;
- Delivery of proposal after the proposal due date;
- Failure to pay, or satisfactorily settle, all bills overdue for labor and material on former contracts with the State of Arkansas at the time of issuance of this RFP;
- Lack of financial stability and viability;
- Substandard performance related to meeting the requirements from previous State of Arkansas contracts; and,
- Lack of sufficient experience to perform the work contemplated.

2.9 Irregular Proposals

Proposals may be considered irregular and rejected for the following reasons including, but not limited to the following:

- If the Transmittal Letter is unsigned by a Bidder or does not include a certification of the authority of the officer submitting the proposal to submit such proposal;
- If the proposal shows any non-compliance with applicable law or contains any unauthorized additions or deletions, conditional bids, incomplete bids, or irregularities of any kind, which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning; and,
- If a Bidder adds any provisions reserving the right to accept or reject an award or adds provisions contrary to those in the solicitation.

2.10   Cancelation of RFP Additional Materials and Documentation

The RFP may be cancelled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the AHIM or the State of Arkansas. AHIM shall not be liable for any costs, expenses, loss of profits, or damages whatsoever incurred by the Bidder in the event this RFP is cancelled or a proposal is rejected.

2.11   Award Notice

Notification of intended contract award, if any, shall be provided to the selected Bidder on or about the date specified in *Table 2-1*. Such notification shall be subsequently confirmed in writing. The Contract award is subject to availability of funding.

The successful Bidder receiving award notification agrees to enter immediately into good faith contract negotiations consistent with procedures and processes as established by AHIM, including those described in *Section 2.12: Contract Negotiation Process*.

Neither AHIM, nor the State of Arkansas, are liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the Bidder prior to the official starting date, and contract work prior to this date may result in no payment. AHIM reserves the right to modify this policy; any modification will be made in a written statement and signed by both AHIM and the Bidder.

2.12   Contract Negotiation Process

Upon completion of the evaluation process, AHIM will select one Bidder with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision is in the best interest of AHIM and the State of Arkansas. In the event that AHIM is not successful in negotiating a contract with a selected Bidder within thirty (30) days from the date contract negotiations begin, AHIM reserves the option of negotiating with another Bidder.

2.13   Protest Policy and Procedures

The Bidders who submit proposals in response to this RFP may protest the award of the contract resulting from this RFP. A Notice of Intent to Protest must be made in writing to the Issuing Officer and must be received no later than three (3) working days from the notice of non-award. If no such Intent is timely filed, the Bidder forgoes its ability to pursue a protest.

A Protest Notification must be made in writing to the Issuing Officer and must be received no later than seven (7) working days from the notice of non-award. The Protest Notification must contain specific grounds for the protest. Supporting documentation must be included with the protest. A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived.

Only the following are acceptable grounds for protest:

- Failure to follow any of the following: 1) AHIM procedures established in the RFP; or 2) AHIM rules of procurement;

- Errors in computing scores which contributed to the incorrect selection of a Bidder; and,
- Bias, discrimination, or conflict of interest on the part of an evaluator.

Disallowed grounds include:

- Evaluator qualifications;
- The professional judgment of the reviewers; and,
- AHIM's assessment of its own needs regarding the solicitation.

A protest that is incomplete or not submitted within the prescribed time limits will be summarily dismissed.

2.14   Contract Period

This is a multi-year contract solicitation that has been deemed to be in the best interest of the citizens of the State of Arkansas by AHIM. The contract term shall begin upon execution of the Contract and shall continue its initial term for three years. At the discretion of AHIM, this contract may be extended for three subsequent one year periods on a year to year basis.

The Contractor acknowledges that other unanticipated uncertainties may arise that may require an increase or decrease in the original scope of services from the Contractor awarded this contract. In the event that an increase or decrease of services may be required, the Contractor agrees to enter into a supplemental agreement upon request by AHIM for the additional work. The supplemental agreement may also include a respective increase or decrease in the compensation.

2.15   Evaluation of Proposals

Detailed information on the Evaluation of Proposals can be found in *Section 8: Evaluation Process*.

Any submitted proposal shall remain a valid proposal for 180 days from the proposal due date.

Proposals that are submitted in a timely manner and meet the mandatory submittal requirements of this RFP will be reviewed and evaluated in accordance with *Section 8: Evaluation Process* of this RFP.

A Proposal Review Team will be charged with evaluating proposals based on the criteria put forth in *Section 8: Evaluation Process*. During the evaluation process, the Issuing Officer or designated agent may contact a Bidder for the purpose of obtaining clarification of its proposal. AHIM may, at its discretion, select finalists who would be required to travel to Little Rock, Arkansas (at their own expense) to provide a presentation to a group as selected by AHIM. See *Section 8: Evaluation Process* for more detailed information about the evaluation process.

2.16   Qualifications of Bidder

Qualified bidders for this RFP must have demonstrable experience building health insurance marketplaces; either in the public sector as created by the Affordable Care Act (ACA) or in the private sector. This should include experience with small-group and/or SHOP marketplaces. While it is not an explicit requirement, specific experience designing, implementing, and operating an ACA compliant SHOP Marketplace is

preferred. Bidders should be able to show multiple years of experience with Information Technology builds. Complete details on necessary information on corporate experience can be found in *Section 6.6*.

3 BACKGROUND INFORMATION

3.1 Arkansas Health Insurance Marketplace

AHIM was established pursuant to Act 1500 (HB1508). This enabling legislation enacted AHIM as a private, nonprofit state-based health insurance marketplace if AHIM is approved by the U.S. Department of Health and Human Services no later than July 1st, 2015. Act 1500 (HB1508) was passed in by the 89th General Assembly of Arkansas during its 2013 Regular Session and subsequently signed by Governor Mike Beebe in the Spring of 2013. It is "an act to enact the *Arkansas Health Insurance Marketplace* Act; to promote competition among health insurance carriers; to decrease the cost of health insurance; to declare an emergency; and for other purposes." AHIM is responsible for complying with the mandates required within the ACA, including implementing a State-Based Marketplace (SBM) to facilitate access to affordable health insurance coverage for all citizens of the State of Arkansas.

3.2 Arkansas Insurance Department

The Arkansas Insurance Department (AID) is an Executive Department of the State of Arkansas established by Arkansas Act 190 of 1917. AID is responsible for the certification and regulation of Qualified Health Plans (QHPs) and Carriers (insurance policies and insurers) in the State. AID is responsible for licensing all agents and brokers in the State. AID performs review of all state health insurance plans sold in the State of Arkansas.

3.3 Department of Human Services

The Arkansas Department of Human Services (DHS) is the state's largest agency and is the single state agency responsible for the administration of the Arkansas Medicaid program. Arkansas has expanded its Medicaid Program through the Health Care Independence Act, Arkansas Act 1498 of 2013. This act created a model through which Medicaid funds are used to purchase Qualified Health Plan (QHP) for individuals eligible for coverage. This program was the first of its kind and was approved through a Section 1115 Demonstration Waiver. As part of the Medicaid expansion, DHS created a Modified Adjusted Gross Income (MAGI) rules engine to handle eligibility determinations.

3.4 Arkansas Health Insurance Carriers

Carriers in Arkansas are responsible for providing plans for sale in the marketplace. Carriers are charged to work with AID to provide QHP offerings for open enrollment periods and correcting any issues discovered during the QHP certification process. It is anticipated that multiple carriers offering multiple plans in each metal level will be offered in the AHIM Marketplace.

3.5 Agents/Brokers

AHIM envisions a robust role for Agents/Brokers on the Marketplace and desires them to play a key role in SHOP operations. In Arkansas, Agents and Brokers are required to obtain two separate licenses in order to sell insurance on the Marketplace. The first is a general license to be an insurance agent or broker in the state of Arkansas. The second, was created by Arkansas Act 1439 of 2013, and requires all persons enrolling

Arkansas consumers on the Marketplace to obtain a license. Although not required to enroll in the Marketplace, Agents and Brokers will likely play a significant role in future enrollment periods.

3.6   Information Technology (IT) Landscape

The State of Arkansas is currently using the Federally Facilitated Marketplace (FFM) for its health insurance marketplace needs. The State is currently classified as a Partnership State and works on Plan Management and Consumer Assistance. Arkansas is a Determination State from the FFM for its Medicaid program. Of note, rather than expand traditional Medicaid, Arkansas elected to implement the "Private Option" program. This program, run via a Section 1115 Waiver, is administered by the DHS which maintains a Medicaid Eligibility Enrollment Framework (EEF).   This program largely impacts the individual marketplace in the State and is a combination of programs between Department of Human Services (DHS) and the federal government for the administration of Premium Tax Credits as well as Medicaid Expansion via QHP.

3.7   ACA Impact

On March 23, 2010, President Barack Obama signed into law the ACA. On March 30, 2010, the Health Care and Education Reconciliation Act of 2010 was signed into law. These laws, collectively referred to as the ACA, encompass laws designed to achieve broader access to health care for all Americans, including expanding health insurance coverage, providing more health care choices, enhancing the quality of care for all Americans, holding providers and delivery systems more accountable for health outcomes, and lowering overall health care costs.

Among these provisions is the opportunity for each State to establish an American Health Benefit Marketplace by January 1, 2014, that will serve to:

1. Facilitate the individual purchase of Qualified Health Plans;
2. Provide for the establishment of a SHOP Marketplace, designed to assist qualified employers in facilitating the enrollment of their employees in qualified health plans offered in the SHOP Marketplace; and,
3. Meet all requirements specified in the ACA.

4   SCOPE OF WORK

4.1   Overview

AHIM is issuing this RFP for the purpose of procuring and implementing a SHOP Marketplace. AHIM is seeking a technology solution that provides a competitive marketplace, increases access to health insurance for Arkansans, and provides valuable services and superior customer service to its population. Developing a fully functioning SHOP Marketplace by plan year 2016, will be the initial focus of AHIM followed by developing a fully functional State Based Marketplace (SBM) by plan year 2017. The intent of this procurement is to acquire a fully functional SHOP solution that includes the components outlined in *Table 4-1: SHOP Core Business Processes*, the requirements described in *Section 5: Requirements* and those detailed in *Appendices G through I.*

AHIM is seeking a Prime Contractor capable of providing a technology solution that meets all the requirements of a SHOP marketplace. In order to operate the SHOP marketplace, AHIM intends to acquire the following products and services from the Contractor. Chiefly, the Contractor is expected to provide a functional software solution that includes but is not limited to a website portal and the ability to support back-office functions. The Contractor is expected to provide services that include software hosting, maintenance and enhancements. Additionally, the Contractor shall provide outsourced operational services inclusive of a contact center and premium aggregation and financial management functions.

The Contractor is expected to work collaboratively with AHIM, the State of Arkansas, AID, Carriers, Agents/Brokers and other identified stakeholders in order to accomplish project objectives.

The Contractor shall provide AHIM with a fully functional SHOP solution and provide all hardware and software resources in order to support the completion of all tasks. The Contractor must demonstrate their ability to fulfill all Functional, Operational and Technical Requirements attached as *Appendices G through I.*

4.1.1   AHIM's Vision for Solution Functionality

The AHIM vision and guiding principles reflected throughout this RFP strives to procure a solution for Arkansas that:

- Provides a seamless and streamlined consumer experience;
- Provides a user-friendly interface that is simple, easy to use, and efficient;
- Provides appropriate tools to assist consumer in the purchasing process;
- Provides privacy and security controls that meet or exceed federal and state standards to protect sensitive consumer data;
- Is modular, flexible, and scalable to meet constantly evolving business needs;
- Is highly reliable, available, and provides timely and accurate results;
- Flexibly meets the needs of a diverse set of users including but not limited to individuals, small businesses, employees, brokers, consumer assistors, and administrative users;
- Support efficient back-office operations for the marketplace;
- Produce timely and accurate data and reporting to support performance management and evaluation of the marketplace;

- Leverages the reuse of existing IT assets, software, and technologies to the greatest extent possible;
- Is designed to minimize the total cost of ownership of the IT assets; and,
- Complies with all applicable federal and state standards.

It is expected that Small Business employers and their employees will access the Marketplace from their homes and other locations; therefore the web portal is expected to be available to consumers twenty-four (24) hours a day, seven (7) days a week. However, exceptions will be made for scheduled maintenance.

It is a primary goal of AHIM to leverage and reuse existing functionality, operational capacities or business rules from other States. The Contractor shall propose and address specific opportunities to reuse these existing components. AHIM is specifically seeking a vendor with successful implementation experience, with success defined as:

- No system crashes;
- Enrollment figures exceeding expectations;
- No pending or active litigation surrounding ACA implementations; and,
- Proven functionality in real world applications.

The Contractor must propose a solution that provides the full suite of SHOP marketplace functionality as identified by the ACA. Table 4-1: SHOP Core Business Processes highlights key details of these major functional business processes.

Table 4-1: SHOP Core Business Processes

Functional Area	Key Business Processes to be Supported
Web Portal & User Interface Functions	- Provide a single-session experience for employers to enter required information, verify their eligibility status, compare insurance plans, select plan options - Provide a web portal for employers and employees accessing AHIM services - Provide automated noticing to employers, employees, agents and brokers, and issuers - Promotes self-service for consumers and/or their appointed agent or broker - Provide a set of tools to allow for online transactions and interactions between employers, employees, agents/brokers and AHIM
SHOP Eligibility and Enrollment Functionality	- Accept employer applications and verify employer data - Eligibility determinations for employer participation - Allow employee rosters to be uploaded - Allow employer to select QHPs to be offered and contribution amounts - Accept employee applications and verify employee data

Functional Area	Key Business Processes to be Supported
	• Facilitate employee QHP enrollment through the SHOP marketplace
Plan Management	• Interface with the System for Electronic Rate and Form Filing (SERFF) to accept certified plan data • Managing QHP certification and decertification • Coordination with AID to exchange plan management data
Financial Management	• Determination of insurer users fees for the SHOP Marketplace • Provide staff and services to manage premium aggregation • Manage employer invoicing, payments, and reconciliations • Manage premium remittances to carriers, SHOP user fees, and reconciliations • Coordination with AHIM to exchange financial data to support SHOP accounting and financial controls
Consumer Support Functions and Noticing	• Manage responses to information requests and requests for service, including providing functionality to support information exchange between the SHOP and community partners • Support efficient complaint and appeals processing, consumer interaction and requests • Customer Relationship Management (CRM) functionality • Electronic document management functionality to support eligibility and other SHOP operations • Provide functionality to Agents/Brokers to submit applications on behalf of employers • Capability to track and report on Agent/Broker activity in the system
Consumer Support Center (CSC)	• Operate and manage a fully functioning CSC to handle all SHOP based inquiries • Support phone and web based channels (i.e. portal, email, web chat) with the ability to handle paper and face-to-face inquires as a backup contingency
Administrative and Reporting Functions	• Data warehouse, reporting, and business analytic capability • Provide audit and program integrity mechanisms and business analytics functionality • Security systems to ensure privacy of data and all PHI/PII

In addition to providing the system functionality discussed above and within this RFP, the Contractor shall complete the migration of all SHOP plan data from the FFM to Arkansas' SHOP Marketplace by October

15, 2015. The Contractor will be expected to work closely and collaboratively with CMS/CCIIO to plan, design and execute the migration throughout the project.

4.1.2   Associated Services

The Contractor acknowledges and accepts that they will work with any and all related contractors in carrying out the activities relating to this RFP. Additional Contractors may include but are not limited to:

- Individual Marketplace Solution Vendor;
- Independent Verification and Validation (IV&V) Vendor; and,
- Project Management Office (PMO) Vendor.

4.1.3 Future Marketplace Integration

The Contractor shall implement and operate the SHOP marketplace with the understanding that future integration with the individual marketplace will likely occur. As part of this response the Contractor will provide a list of the major risks associated with this future integration and provide suggestions on how to mitigate these risks.

4.1.4 Outsourced Operations

The Contractor shall provide the following outsourced operations on behalf of AHIM.

4.1.4.1 Consumer Support Center

The Contractor shall provide a solution that includes a fully functioning Consumer Service Center (CSC) to handle all SHOP based inquiries for the duration of the contract.

Once the Individual Marketplace is established, the SHOP Contractor should have the capability to interface with the primary CSC that will handle all individual marketplace inquiries. Primarily, the CSC shall be able to support web portal, telephone, email and web chat support. Additionally, the CSC will have the capability to support paper based and in person consumer support as a backup and contingency option.

4.1.4.2 Financial Operations

The Contractor shall support all SHOP financial interactions and provide staff and services to manage the premium aggregation functions of the SHOP marketplace. The Contractor shall demonstrate the ability to manage employer invoicing, payments and reconciliation. With regard to carriers, the Contractor shall manage premium remittances, exchange user fees, and reconciliations. The Contractor shall hold fiduciary responsibility over managing the financial transactions between employers, the SHOP, and carriers. AHIM will have the capability for reporting, auditing, and tracking purposes; and control of financial transaction information. The banking institution used by AHIM will be an Arkansas based institution.

4.2   Project Initiation Activities

The Contractor shall plan and hold project Kick-Off activities that will focus on establishing the foundation for project management throughout the lifecycle of the contract. The Contractor shall assemble all project staff, AHIM staff, PMO Staff, relevant AHIM vendors, and key AHIM stakeholders. Kick-Off participants

shall review the project plan, schedule, project roles and responsibilities for both Contractor and AHIM staff, in addition to a review of initial project risks.

The Kick-Off meeting shall occur within five (5) business days of contract execution and within forty-eight (48) hours following the meeting, the Contractor shall provide a memorandum documenting meeting minutes, decisions and outcomes.

The Contractor shall perform preliminary planning tasks to ensure that AHIM is prepared to fully initiate project activities on the Contract start date without delays. Activities for this stage include outlining and initiating project communications, introducing respective project teams, detailing specific items negotiated in the contracted scope of work, and preparing all teams for full project initiation on the contract start date.

Additionally, The Contractor shall provide an Organization and Staffing plan that is described in detail below.

4.2.1 Organization and Staffing Plan

The following section provides a description of the work, deliverables, and Contractor and AHIM responsibilities required to plan and execute the activities described in this RFP as they relate to organization and staffing. During the proposal process, the Contractor shall outline their approach to completing the tasks as outlined in this section and shall include resumes and references for all key personnel identified below in table 4-2.1: Organization and Staffing Roles and Requirements.

Table 4-2.1: Organization and Staffing Roles and Requirements

Role	Onsite requirements	Anticipated Minimum Allocation
Account Manager	As Directed by AHIM	25%
Project Manager	Onsite for the Duration of the Project	100%
Design, Development and Implementation Manager	As Directed by AHIM	75% (100% during DD&I phase)
Operations Manager	As Directed by AHIM	75%
Test Manager	As Directed by AHIM	100% (during testing)
Privacy and Security Manager	As Directed by AHIM	50% (or as deemed necessary)

The Contractor will be required to assign key personnel to the AHIM project, some on a fulltime basis. With the exception of the Project Manager, key personnel are not required to be located in Little Rock, Arkansas but must be available to be onsite, at the request of AHIM. Additionally, key personnel with the exception of the Project Manager are not required to be solely dedicated to the AHIM project for the entirety of the contract, however, they must be available to the project as required by AHIM. It is expected that the

Contractor make their proposed key personnel and support staff available on site at the discretion of the AHIM project team.

The Contractor shall submit a staffing plan to AHIM for review and approval. The staffing plan shall include how the Contractor plans to address staffing requirements, project roles, project responsibilities, resource allocation, staff reporting/organizational structure, and how changes in staff will be handled throughout all phases of the project, including for subcontractors (if applicable). The staffing plan shall also describe how it will train, educate and supervise staff in preparation for project work execution. In the event that the Contractor proposes to make changes to the key personnel assigned to the project at any time, the proposed change is subject to AHIM review and approval. AHIM also reserves the right to reject proposed changes in the best interest of AHIM. If key personnel must be replaced, proposed personnel must meet the requirements and qualifications of the previous position holder. In certain instances, AHIM may address a need for additional key personnel with the Contractor and if so, AHIM reserves the right to approve any future staff members not identified within this RFP.

4.2.1.1 Key Personnel

The Contractor shall identify key personnel and their roles and responsibilities for all phases of the project, including each major activity as listed within this section of the RFP. The Contractor shall submit resumes and also provide a short narrative description of relevant experience for all proposed key management and staff personnel identified in the proposal. Subcontractors proposed for key personnel positions shall be identified as such. Resumes should be submitted in accordance with the instructions outlined in *Section 6: Technical Proposal Response Requirements*.

Key Personnel for all phases of the project, include, at a minimum:

Account Manager

The Contractor will be required to assign an experienced Account Manager to the project to have full authority on behalf of the Contractor and any subcontractor(s) (if applicable) to administer the contract and make decisions that require authority beyond that of the Project Manager. The Contractor's Account Manager will serve as the Contractor's corporate liaison to AHIM.

It is desired that the Contractor's Account Manager have, at a minimum:

- Ten (10) years account or project management experience;
- Three (3) years of experience with large-scale projects, including at least two (2) years in the state or federal health and human services sector;
- Two (2) years of experience managing an account involving more than five (5) project staff;
- Demonstrated knowledge of the ACA and CCIIO's guidance for SHOP systems; and,
- One (1) year of experience in SHOP solutions.

Unless authorized by AHIM, the Contractor shall not divert this person to another contract.

Project Manager

The Contractor will be required to assign an experienced Project Manager to the project. The Project Manager will have full authority on behalf of the Contractor to administer and manage all aspects of the project including subcontractors (if applicable). The Project Manager will serve as the primary liaison to AHIM. The Project Manager will be required to be onsite in the Little Rock, Arkansas area throughout the contract period and will be required to be intimately knowledgeable of the proposed solution. The Project Manager will ultimately be responsible for all deliverables and phases defined within this RFP.

It is desired that the Contractor's Project Manager be a certified Project Management Professional (PMP) and have, at a minimum:

- Eight (8) years project management experience;
- Five (5) years of experience managing large-scale projects;
- Five (5) years of managing implementations maintenance and operations of technology solutions;
- Five (5) years of experience with systems analysis and design, including experience in managing system configuration and deployment;
- Five (5) years of experience managing a team with more than ten (10) people;
- Demonstrated knowledge of the ACA and CCIIO's guidance for SHOP systems;
- Two (2) year of experience in public or private health insurance exchange solutions with a preference for SHOP specific experience; and,
- Strong organizational, communication, interpersonal, and leadership skills.

The Contractor will provide a single Project Manager to manage the entire project, including design, development, implementation and operation. Throughout each phase the assigned Project Manager shall be responsible for the successful completion of all work tasks in each phase as defined within the project work plan and shall work under the direction of AHIM's IT Manager. Unless authorized by AHIM, the Contractor shall not relocate or divert this person to another contract.

Design, Development and Implementation Manager

The Contractor will assign a Design, Development, and Implementation (DD&I) Manager to manage the design, development and implementation phases. The DD& I Manager will also manage the configuration of all aspects and components during the DD&I process. This person may not hold any other concurrent position during the design, development or implementation phases.

It is desired that the DD&I Manager have, at a minimum:

- Five (5) years of related system design and management experience, including the management of one health insurance exchange system's design, development and implementation phases;
- Experience involving project management of an enterprise-wide architecture, networking, multiple-systems integration, hardware and software; and,
- Five (5) years of experience managing a technical team of five (5) or more people and its activities from inception through implementation on projects of similar size and complexity to this project.

Unless authorized by AHIM, the Contractor shall not divert this person to another contract.

Operations Manager

The Contractor will be required to assign an experienced Operations Manager to the project during the Operations phase of the contract.

It is desired that the Operations Manager have, at a minimum:

- Four (4) years experience in operations for a hosted solution for either government or private sector clients;
- Familiarity with maintaining and operating large scale systems, preferably in health, human services, insurance or similar environment;
- Proven experience and knowledge of industry standards and best practices regarding the ongoing operations and management of large-scale, enterprise-wide projects;
- Preferred familiarity with Medicaid and/or CHIP eligibility determination processes;
- Experience with software similar to that required by this RFP;
- Experience with reporting KPIs and implementing process improvements, corrective action plans, and other management tools; and,
- Demonstrated knowledge of the business architecture, information architecture, and technical architecture standards and guidance from the ACA, the federal government's guidance for Exchanges, and key components of the National Information Exchange Model (NIEM).

AHIM acknowledges that the individual proposed for this position may not be required to assume his/her responsibilities for several months after the contract is signed. Nevertheless, it is AHIM's expectation that the proposed Operations Manager will be made available to the project at such time as required unless the proposed individual has left the employment of the Contractor. Unless authorized by AHIM, the Contractor shall not divert this person to another contract.

Test Manager

The Contractor will be required to assign a Test Manager to coordinate and manage the testing required to move the proposed solution to production. The Test Manager will be responsible for planning and carrying out all testing activities required for SHOP implementation, in accordance with ACA, Enterprise Life Cycle (ELC) and CMS/CCIIO requirements. The Test Manager is expected to be 100% dedicated to the project during all testing phases of the project.

It is desired that the Test Manager have, at a minimum:

- Six (6) years of experience in testing systems solutions, including all unit, regression and user acceptance testing, developing test plans, test cases and automated test scripting;
- Four (4) years of experience managing a testing team for a similar size project;
- Three (3) years of experience in testing for a similar size project involving the deployment of a Web-based system to internal and external users;

- Demonstrated knowledge of the business architecture, information architecture, and technical architecture standards and guidance from the ACA, the federal government's guidance for Exchanges, and key components of NIEM; public and/or private exchange experience is preferred; and,
- Experience managing the testing and establishing production readiness for at least one (1) like project within the past year with successful implementation and launch.

Unless authorized by AHIM, the Contractor shall not divert this person to another contract.

Privacy and Security Manager

The Contractor will be required to assign an experienced Privacy and Security Manager for all phases of the project. The Privacy and Security Manager shall be responsible for ensuring that all privacy and security standards are maintained, as required by federal and state regulations.

It is desired that the Privacy and Security Manager have, at a minimum:

- Six (6) years' experience working in a lead role in Information Technology (IT) Security of a large-scale organization or an equivalent IT project;
- Four (4) years of experience securing virtualized data centers;
- Four (4) years of experience implementing solutions meeting the Health Insurance Portability and Accountability Act (HIPAA) security standards and regulations;
- Two (2) years of experience implementing both ACA Standards and HIPAA security standards; and,
- A Certified Information Systems Security Professional (CISSP) certification.

Unless authorized by AHIM, the Contractor shall not divert this person to another contract.

4.2.2 Organization and Staffing Deliverables

The Contractor shall prepare the following deliverables in support of the organization and staffing activities discussed in this RFP:

- Staffing plan for each phase of the project that includes:
  - Staffing requirements;
  - Resumes of key personnel;
  - Project roles;
  - Project responsibilities;
  - Resource allocation;
  - Staff development and training;
  - Staff reporting/organizational structure; and,
  - How changes in staff will be handled throughout all phases of the project.
- Identify subcontractors in key personnel positions (if applicable).

4.2.3   Staffing Responsibilities

Table 4-2.2: Contractor and AHIM Organization and Staffing Responsibilities

Contractor Responsibilities	AHIM Responsibilities
• Develop and deliver staffing plan as defined in this RFP, including providing resumes for key personnel identified in this RFP	• Review Staffing Plan and provide feedback; approve Staffing Plan prior to Contractor Project Kick-Off
• Maintain and execute the Staffing Plan as defined in this RFP	• Review proposed changes to staffing plan and provide feedback
• Provide AHIM with proposed changes to key personnel and required staff with adequate time for review and approval	• Approve all proposed key personnel changes
• Update and submit all applicable changes to the staffing plan on a regular basis as approved by AHIM	• Review and approve all documentation updates

4.3   Project Management and Control Activities

The following section provides a description of the work, deliverables, Contractor responsibilities and AHIM responsibilities required to plan and execute the activities described in this RFP as they relate to Project Management and Control. Project Management is the application of knowledge, skills, tools, and techniques to project activities to meet project requirements. The Project Management tasks consist of the Contractor's approach to planning, reporting, and meeting resource requirements throughout the term of the contract. During the proposal process, AHIM expects the Contractor to present a clear understanding of the methods and tools used to ensure that its resources are managed to complete required tasks and deliverables as outlined in this section. During the proposal process, the Contractor shall outline their approach to completing the tasks as outlined in this section.

4.3.1   Project Management Description

The Contractor shall be responsible for managing all aspects of the Contractor activities identified in this RFP. Project Management activities consist of the Contractor's approach to initiating, planning, monitoring, controlling, reporting, and meeting resource requirements throughout the life of the contract. The Contractor is expected to present a clear understanding of the methods and tools used to ensure that resources are managed and that the required tasks and deliverables are completed. The Contractor will be required to utilize a formalized approach to project management, which at a minimum, is compliant with the most recent version of the Project Management Institute (PMI) Project Management Book of Knowledge (PMBOK). AHIM expects the Contractor to demonstrate a sound and proven project management methodology primarily utilizing a waterfall approach. If the Contractor can demonstrate the

benefits of an agile methodology or incorporate certain agile elements into its project management activities, AHIM will be interested in these responses as well.

Project Management includes performing the tasks associated with:

- Project Initiation – Perform the initial tasks associated with determining the nature and scope of the project and identifying key stakeholders;
- Project Planning – Plan time, cost, quality, resources, risks, and communications adequately to estimate the work needed to effectively execute project work;
- Project Execution – Execute project work according to the project management plan (PMP);
- Project Monitoring and Controlling – Monitor and control all areas of the project defined in this RFP. This includes monitoring and controlling processes to ensure that potential problems can be identified in a timely manner and corrective action can be taken; and,
- Project Closing – Ensure the orderly closeout of the contract.

At a minimum, specific Project Management tasks include the following areas.

4.3.1.1 Project Deliverable Management

The Contractor is responsible for developing all project deliverables as outlined in this RFP. The Contractor shall include the following sections with each deliverable to ensure transparency and traceability:

- Revision History – Identifies the version of the draft, the date the draft was submitted, deliverable point of contact/person making change, and a description of changes made;
- Table of Contents – Provides an overview of all the contents within the deliverable along with a page references;
- List of Figures- Provides an overview of all figures along with page references;
- List of Tables – Provides a list of all tables along with page references;
- Referenced Documents – Provides a summary of the relationship of this deliverable to other relevant documents, including the document name, number, and issuance date;
- Decision Log – Provides a summary of decision points and owners;
- Assumptions/Constraints/Risks – Describes any assumptions, constraints, and risks regarding the project that impact the deliverables; and,
- Acronyms – Provides a list of all acronyms identified in the deliverable, along with the literal translation and definition.

The Contractor shall also develop and submit Deliverable Expectation Documents (DEDs) for all deliverables for AHIM approval prior to deliverable preparation. The DED shall specify the content description, proposed format, proposed media and number of copies for each deliverable. For those deliverables that are not documents, the DED shall include the proposed format and delivery method.

4.3.1.2   Exchange Life Cycle Reviews

The Exchange Life Cycle (ELC) was developed by CMS to assist with collaboration among the federal government and states, and where possible, unify systems development activities. The Contractor must perform the activities and provide work products necessary to support the ELC as published.

The Contractor shall comply with CMS' ELC requirements by ensuring that the deliverables and artifacts associated with CMS reviews are prepared and available to AHIM at least three (3) weeks prior to each of these reviews. If any reviews that have already occurred prior to contract execution, AHIM will require the Contractor to review the artifacts and make appropriate updates to reflect the Contractor's solution and methodologies. The Contractor shall lead or participate in presentations of materials as determined by AHIM for all ELC reviews.

The U.S. Department of Health and Human Services (HHS) has developed a number of document templates and resources for use when developing ELC artifacts. If applicable, the Contractor shall use the most current version of these templates when developing an ELC artifact.

4.3.1.3   Project Management Plan

The Contractor must provide a detailed project management plan (PMP) that addresses planning, executing, managing, controlling and closing project work through the life of project. The PMP shall conform with the current version of Institute of Electrical and Electronic Engineers (IEEE) 1058 Standard for Software Project Management Plans; IEEE 12207, Management Process, IEEE 12207.1, Plan – Generic Content guidelines and PMBOK. The Contractor's PMP must outline open and timely communication lines with AHIM and provide a strong foundation for a working relationship to achieve the overall goal of completed system design performance that meets or exceeds user needs on time and within budget. The Contractor's PMP must be reviewed and approved by AHIM as each wave of planning is completed, but no later than twenty-one (21) days after the contract start date. AHIM understands that a PMP is a living document; therefore, the Contractor will be required to continually update the PMP throughout the course of the contract, to account for all changes in the project plan. At a minimum, the Contractor's PMP shall be updated and submitted to AHIM for their review on a quarterly basis. The PMP, at a minimum, must address the following areas.

Introduction and Overview

The introduction and overview shall provide an overview of the project and product, a list of project deliverables, the plan for development and evolution of the PMP, reference materials for the PMP, and definitions and acronyms used in the PMP.

The introduction and overview shall also specify the process model for the project, describe the project organization structure, identify organizational boundaries and interfaces, and define individual responsibilities for the various project elements.

Project Integration Management

Project integration management includes identifying, defining, combining, unifying and coordinating the various process and project management activities. The Contractor shall define how they will monitor, control and close the project in the PMP, including a detailed Change Management Plan. Each phase of

the AHIM project must be addressed, as described in this RFP. The change management plan should address how the Contractor plans to ensure that the project scope and configured items are formally controlled. The change management plan should provide the capability to identify, accept, evaluate, determine, and communicate the disposition of issues that result in changes to project scope, schedule, budget, or configured items. The change management plan should outline how changes will be coordinated across the entire project and how stakeholders will be notified of approved changes.

Project Scope Management

Work Breakdown Structure

Project scope management ensures that all project requirements are met without allowing scope creep. The two main areas of scope control are the maintenance and approval of a Work Breakdown Structure (WBS) and a requirement management plan.

The WBS will be incorporated into the contract between AHIM and the Contractor and will be made a part thereof. The WBS shall be created and maintained with Microsoft Project and shall include appropriate detail of deliverables and milestones of the project, including:

- Tasks and subtasks, including dependency tasks to the level the WBS is managed by the Contractor;
- Milestones and milestone reviews;
- All project deliverables;
- Resource loading - number, level, and type of staff summarized for each task and subtask to the level it is managed;
- Estimated effort for each task at the level it is managed;
- Gantt chart showing planned and actual start and end dates for tasks and percentage complete and identification of critical path activities; and,
- Time periods for AHIM review and comment for deliverables and milestones, and subsequent time periods for Contractor correction.

The requirements management plan shall include the Contractor's methodology for the following:

- Requirements Analysis and Joint Application Design (JAD) sessions for the AHIM;
- Approach to providing a detailed requirements documentation and approval process;
- A Requirements Traceability Matrix; and,
- A Requirements Gap Analysis and Corrective Action Plan (CAP).

Change Management Process

The Contractor shall provide a detailed plan, process and procedure for executing, monitoring and controlling changes to the projects scope, schedule and/or resources through each major deliverable. The Contractor shall define a detailed process that demonstrates the lifecycle of a change request (CR) from initiation of the CR to closing of the CR. The Contractor shall include change management updates within its weekly status reports. The Change management process must be approved by AHIM.

Project Schedule Management

Project schedule management includes activities related to managing the project schedule. The Contractor will be required to provide a schedule management plan, which includes a copy of the project schedule and outlines their approach to schedule definition, approval, and control. The project schedule shall focus on AHIM's desire to meet the ACA deadlines (including CMS progress and gate review milestones) and migrate from the current FFM technology platform to the SHOP solution, procured as a result of this RFP. It also includes providing information on schedule performance to the project stakeholders. A schedule management plan must be provided as a part of the PMP, including criteria for when a schedule change initiates a change control item. Additionally, as a part of project schedule management activities, the Contractor shall provide AHIM with weekly status reports, including updates to the WBS, project schedule, identified risks, and mitigation strategies.

Project Cost Management

Project cost management includes the processes involved in planning, executing, budgeting and controlling costs so that the project can be completed within the approved budget. The Contractor shall include a cost management plan in the PMP, which shall include a project budget and define their methodology for managing and controlling the overall project cost. The project budget may consist of the Contractor's cost proposal; however the project budget may be broken out in a manner requested by AHIM to facilitate federal reporting. The cost management plan shall include the Contractor's approach to cost estimating and cost control for ongoing changes through the change management process, with the understanding that AHIM is seeking efficiency and emphasizing controlled costs.

Project Quality Management

Project quality management involves quality planning, assurance and control. The Contractor shall include a project quality management plan in the PMP. The quality management plan shall include the proposed methodology to quality management, specifically the following components:

- Quality planning – How the Contractor plans to work with AHIM to define quality standards that are relevant to the project and how to satisfy them. Metrics, checklists, configuration management and process improvement plans are all components of quality planning.
- Quality assurance – How the Contractor plans to apply the activities to ensure the overall project will employ all processes needed to meet requirements.
- Quality control – How the Contractor will monitor and report on specific project results to determine whether they comply with standards defined. Results of quality control are fed back to the quality assurance process to re-evaluate and analyze the quality standards.

In addition to the overall methodology for addressing quality assurance and quality control, the quality management plan must also include the Contractor's test plan, as described in this RFP. More testing detail can be found in *Section 4.6: Testing Activities*.

The test plan will be reviewed and approved in accordance with AHIM's standard deliverable submission and review procedure.

Project Human Resource Management

Project human resource management includes all the processes that are used to organize and manage the project team as outlined in the organization and staffing plan. The Contractor shall include their methodology for human resource management in the PMP as a human resource management plan, including:

- AHIM-approved organization and staffing plan;
- Organizational chart for each phase of the project;
- Descriptions of roles, responsibilities and skills sets associated with each position on the organizational chart;
- Approach to staff retention and ensuring continuity of key personnel indicated in the organization and staffing plan;
- Approach to staff performance monitoring;
- Succession planning, staff replacement and staff backup; and,
- Procedures for obtaining staffing support if required to meet the requirements of this RFP.

Project Communications Management

Project communications management involves all the processes required to ensure timely and appropriate collection and distribution of project information. The Contractor shall include a communications plan in the PMP, which promotes open and transparent communication channels between the Contractor's Project Manager and AHIM personnel. The communications plan should describe the methodology for determining the information needs of project stakeholders, how information will be made available to stakeholders in a timely manner, and how performance reporting will be distributed to ensure successful project communication to all levels of stakeholders. The communications plan shall also address the method the Contractor plans to use to deliver weekly status reports to AHIM detailing project progress against the defined plan and highlighting any critical risks and issues that require AHIM's attention.

Project Risk Management

Project risk management includes all the processes concerned with conducting risk management planning, identification, analysis, responses, monitoring, and control on a project. The objective of risk management is to increase the impact of positive events, and decrease the impact and probability of adverse events on the project. The Contractor shall include a risk management plan in the PMP. The Risk management plan shall include methodology for risk planning, identification, analysis, response planning, monitoring, and controlling project risks. The Risk management plan shall clearly indicate the priority for addressing the risks defined. The necessity and timeline for delivering updated risk management plan shall be defined in writing and approved by AHIM's IT Manager immediately after delivery of the initial risk management plan.

As part of a weekly status report to AHIM, the Contractor must include information on identified risks. Qualitative and quantitative analysis should include:

- A description of the identified project risk;
- A description of the potential impact to the project;
- Risk impact rating (e.g. High, Medium, Low);

- The likelihood of occurrence (e.g. High, Medium, Low);
- A quantitative assignment to each risk (if known);
- A description of the risk mitigation plan; and,
- A mitigation plan, to be approved by AHIM.

Project issues are risks that have come to fruition. The Contractor's risk management plan shall also address issue management, including tracking, impact analysis, mitigation plans and escalation procedures.

Project Procurement Management

Project procurement management includes all the processes to purchase or acquire the products and services by the Contractor's project team to meet project requirements. The Contractor shall provide AHIM with their corporate procurement management plan upon request, but is not required to create a project procurement management plan that is specific to this project.

Project Contingency Management

Project contingency management includes all the processes the Contractor shall perform if a contingency plan must be enacted. The Contractor shall provide AHIM with their contingency plan at the direction and request of AHIM.

4.3.1.4   Status Meetings

The Contractor shall attend status meetings or conference calls on a weekly basis, or more frequently, at the discretion of AHIM. Status meetings will provide updates on project progress as outlined in the weekly status reports. Specifically, weekly status reports shall include:

- Summary of work completed during the previous status reporting period and any results achieved (by relevant WBS elements);
- CMS deliverable milestones;
- Updated (if necessary) project schedule;
- Summary of project budget status (actuals to projected), including project costs, hours and estimates;
- Summary of the proposed tasks and deliverables to be performed during the upcoming status reporting period;
- Analysis of critical issues, including any schedule slippage;
- Risk tracking, assessment, and mitigation strategies as outlined in this RFP;
- Documentation of issue management and change management with recommended CAP;
- Dashboard summary that tabulates data for performance and work remaining on the project, broken down by relevant WBS elements; and,
- AHIM Board reporting, as requested by AHIM Executive Director or designated agent.

The status meetings shall take place with the appropriate AHIM staff and other AHIM vendors as necessary.

4.3.1.5   Release Plan

The Contractor shall develop a release plan that provides a description of the system functionality that will be developed and implemented in each release, and the rationale for each release. The release plan should include, at a minimum:

- Introduction;
- Overview;
- Release approach; and,
- Contingency plan.

4.3.2   Project Management Deliverables

The Contractor shall prepare the following deliverables in support of Project Management Activities:

- Project Management Plan;
- Deliverable Expectation Documents (DED);
- Weekly Status Reports;
- Project Status meeting agendas and minutes;
- Reporting documents to AHIM board, as requested; and,
- Release Plan.

4.3.3   Project Management Responsibilities

Table 4-3: Contractor and AHIM Project Management Responsibilities

Contractor Responsibilities	AHIM
• Develop and deliver DEDs for all project management deliverables as defined in this RFP	• Review DEDs and provide feedback • Approve DED prior to Contractor development
• Develop, maintain and execute all project management deliverables as defined in this RFP	• Review all draft deliverables and provide feedback • Approve all deliverables and updates
• Submit electronic version of all deliverables and documentation in conformance with the most current version of AHIM software standards • Provider version control for all documentation to maintain historical document archives	• Keep the Contractor apprised of AHIM software standards and preferences for document storage

Contractor Responsibilities	AHIM
• Turnover all materials submitted as a part of the SHOP project to AHIM (all materials shall become property of AHIM) to be stored in a central location as determined by AHIM for shared viewing	
• Update and submit all applicable changes to applicable project management documentation on a regular basis	• Review and approve all documentation updates
EXCHANGE LIFE CYCLE REVIEWS	
• Provide deliverables to support ELC activities, as required by CMS, including: 　○ Architecture Review (AR) 　○ Project Baseline Review (PBR) 　○ Preliminary Design Review (PDR) 　○ Detailed Design Review (DDR) 　○ Final Detailed Design Review (FDDR) 　○ Pre-Operational Readiness Review (PORR) 　○ Operational Readiness Review (ORR)	• Make available appropriate AHIM staff to support ELC activities and reviews, as required by CMS
PROJECT MANAGEMENT PLAN	
• Use plans and processes identified in the AHIM-approved PMP to manage the project	• Review, provide feedback and approve the plans and processes identified in the PMP, including updates as needed
• Develop each component of the PMP according to the deliverable descriptions, as outlined in this RFP • Execute the PMP according to the AHIM-approved components outlined in this RFP • Produce Corrective Action Plans (CAPs) throughout the life of the contract to resolve digression from the PMP, including: 　○ Description of the problem to correct	• Review and approve

Contractor Responsibilities	AHIM

o Owner accountable for results
    o Actions to be taken for correction
    o Deadlines/milestones
    o Specific outcomes and how it will be measured
• Impact to time, cost, quality and resources	

STATUS MEETINGS	
• Attend regular status meetings and provide project updates • Attend AHIM Board meetings, as requested by AHIM Executive Director	• Finalize schedule and location for project status meetings, and notify the Contractor • Notify the Contractor of AHIM Board meetings that require Contractor attendance
RELEASE PLAN	
• Develop and deliver a Release Plan	• Review and approve

4.4   Design Activities

The following section provides a description of the work, deliverables, and associated Contractor/AHIM responsibilities required to plan and execute the activities described in this RFP, relating to Design.   Design activities consist of the steps required to design the system and operation of Arkansas' SHOP Marketplace and its supporting programs as associated with this RFP. This includes the technical design of the enterprise architecture. This will require that the Contractor have a solid understanding of Arkansas' SHOP vision as described in this RFP.   During the proposal process, the Contractor shall outline their approach to completing the tasks as outlined in this section.

4.4.1   Design Description

The Contractor must ensure that their SHOP design meets the requirements outlined in *Section 5: Requirements*, *Appendices G through I* and the requirements, to be gathered by the Contractor, that comprise the migration from the FFM technology platform to the SHOP Marketplace platform, procured as a result of this RFP. AHIM has a strong preference for a technology solution that requires limited configuration/customization in development. Within the proposal submitted in response to this RFP, the Contractor will address the "degree of fit" of their existing solution to the AHIM requirements in the Functional, Operational and Technical Requirements matrices – see *Appendices G through I* – including how much new development will be required and how much customization of existing functionality will be required .

The Contractor is responsible for leading and performing all design activities, including any walkthrough sessions requested by AHIM. AHIM may request a walkthrough of any documents or processes related to design activities at any time.

AHIM shall support design activities as necessary, but these activities are a core function of the Contractor's role as the SHOP solution vendor. Specifically, design activities and tasks include the following areas.

4.4.1.1 Requirements Definition

The Contractor shall work with AHIM personnel to transform the defined requirements into a set of desired system technical requirements that will guide SHOP design/configuration. Successful requirements definition activities should result in:

- A defined set of functional and nonfunctional requirements describing the system to be developed and/or configured, including requirements for migrating from the FFM technology platform to the SBM SHOP platform;
- Appropriate techniques to optimize SHOP;
- System requirements that can be analyzed for correctness and testability;
- An understanding of the system requirement's impact on the operating environment;
- A set of requirements that are prioritized, approved and updated as needed;
- A set of requirements that are traceable to both the design specifications, AHIM's original requirements baseline and reuse; and,
- A method to evaluate changes to the baseline for cost, schedule and technical impact.

At a minimum, specific tasks around requirements definition shall include:

Requirements Definition and Validation Plan

The Contractor shall develop, deliver, maintain and execute a requirements definition and validation plan. At a minimum this plan shall address the following topics and activities:

- Description of tools to be used;
- Use and scheduling of resources;
- Approach to issue and comment tracking;
- The means to measure requirements fulfillment. Measurement shall be used to generate test cases for system testing and User Acceptance Test (UAT);
- A thorough review and validation of all requirements specified in this RFP; and,
- Identification of potential training considerations.

The requirements definition and validation plan shall be included as a part of the PMP upon AHIM approval.

Joint Application Requirements Sessions

The Contractor shall plan and facilitate all joint application requirements (JAR) sessions that include Contractor and AHIM subject matter experts and cover all SHOP requirements in detail. The Contractor shall develop meeting minutes of all JAR sessions including decisions, justifications for changes (including new, modified, or deleted requirements), outstanding issues that require follow-up, related business processes and their requirements and impacts to future detailed design sessions. During all JAR sessions, the Contractor shall designate a scribe dedicated to record detailed minutes.

Requirements Traceability Matrix (RTM)

The Contractor shall develop, deliver, maintain, and update a requirements traceability matrix (RTM). The Contractor shall use the requirements, as identified in this RFP, to ensure forward and backward traceability. Requirements tracking must assure that all requirements specified in the RFP and associated deliverables are developed, configured, tested and approved by AHIM. The Contractor shall specify testable versus non-testable requirements. For all testable requirements, detailed test cases shall be developed to test all functionalities of the requirements (i.e. both technical and business processes) as described in *Section 5: Requirements*. The RTM shall be updated after each major activity and submitted to AHIM for review and approval.

Requirements Specification Document (RSD)

The Contractor shall provide a requirements specification document (RSD) using a structure and format approved by AHIM in the DED. At a minimum, it should include the following sections: introduction, overview, business requirements and rules, global requirements and user requirements. The RSD must include system functional and non-functional requirements (e.g. quality attributes, legal and regulatory requirements, standards, performance requirements and design constraints). These detailed requirements must be traceable back to the requirements specified in this RFP and associated deliverables. At a minimum, the Contractor must:

- Identify how and where the requirements are met in the proposed SHOP Marketplace;
- Define whether the requirement can be met through standard, configurable functionality of the proposed SHOP Marketplace, a customization or a development activity;
- Identify and verify of all internal and external interfaces; and,
- Define a means of requirement satisfaction measurement.

Business Rules Document

The Contractor shall provide a document outlining all business rules developed or configured for the SHOP. The document must outline how the business rule aligns to the specific requirement or module/component.

Architectural Diagrams

The Contractor shall develop architectural diagrams that provide the framework to identify the conceptual integration of the underlying business functionality, data, and infrastructure of the intended SHOP Marketplace. The initial conceptual design is required in the Technical Proposal, and the Contractor shall update the diagrams throughout project phases.

4.4.1.2   Detailed System Design Plan

The Contractor shall develop, maintain, and execute a detailed system design plan that includes:

- A description of the content and structure of the joint application requirements sessions (JARs);
- A description of tools to be used;
- A description of the use and scheduling of resources;
- An approach to issue and comment tracking; and,

- Potential training considerations identified during the Joint Application Design session.

4.4.1.3   Joint Application Design (JAD) Sessions

The Contractor shall plan and facilitate joint application design (JAD) sessions that include Contractor and AHIM subject matter experts to review the proposed SHOP design. The Contractor shall also maintain meeting minutes of all JADs, including decisions and outstanding issues requiring follow-up.

4.4.1.4   Detailed System Design (DSD) Document

The Contractor shall develop a detailed system design (DSD) document that describes the SHOP, including all systems and components. The DSD shall reflect the detailed design specifications as defined in the JADs and may be delivered incrementally, as they are developed for each functional area or module. Final approval of the DSD will occur when all JADs have been completed and the incremental detailed design specifications have been approved in their entirety. At a minimum, the DSD should include the following:

- A flow diagram of all functions identifying all major inputs, processes, and outputs;
- A listing/description of all software modules/functionalities that compose the complete SHOP;
- Describe any middleware that is used to connect software modules or if any dependencies exist between the modules;
- Detailed screen and report layouts by function;
- Detailed screen and report narrative descriptions by function;
- Screen layouts for online, context-sensitive help screens for all Web-based components; and,
- Site maps for all Web-based components.

4.4.1.5   Interface Control Document (ICD)

The Contractor shall develop, deliver, maintain and execute an interface control document (ICD) that provides the following sections, at a minimum:

- Introduction;
- Overview;
- General Interface Requirements;
- Detailed Interface Requirements; and,
- Qualification Methods.

The interface control document shall provide a description of the following:

- Inputs and outputs of a single system/services;
- The interface between two systems/services; and,
- The interface protocol between physical components.

The Contractor shall utilize a template following the same format as created by CMS in the Exchange Life Cycle ICD.

4.4.1.6   Database Design Document (DDD)

The Contractor shall develop, deliver, maintain and execute a database design document (DDD) that provides a description of the system context and the basic database design approach, including dependencies and interfaces with other databases and/or systems. The DDD shall include the following sections, at a minimum:

- Introduction;
- Overview;
- Design Decisions;
- Detailed Database Design; and,
- Database Administration and Monitoring.

4.4.1.7   Data Management Plan

The Contractor shall develop, deliver, maintain and execute a data management plan that describes the strategy for managing data during and after project execution. The data management plan shall identify data archiving/data retention plans and provide the definition for the master data. The data management plan shall provide the conceptual, logical, and physical models and associated modeling tools for the SHOP, including an end-to-end data model for all business processes and operational specifications. The data management plan shall outline how the Contractor plans to ensure the data management procedures meet all federal and State of Arkansas data protection and security policies. It should also ensure the SHOP contains only data used for and by the State of Arkansas, does not mix with any other consumer data and is not used by the vendor for any purpose. The data management plan shall specifically address the data migration required for transfer of data and services from the FFM SHOP to the SBM SHOP, as specifically described as the data migration plan in *Section 4.8: Migration Activities*.

4.4.1.8   Disaster Recovery/Business Continuity Plan (DRP/BCP)

The Contractor shall develop, deliver, maintain and execute a disaster recovery plan (DRP) and business continuity plan (BCP) that addresses recovery of business functions, business units, business processes, human resources and the technology infrastructure of the SHOP, including the migration activities required for migration from the FFM technology platform. The DRP/BCP shall include recovery from any significant interruption in service and must comply with all federal mandates. The DRP/BCP must address system availability, which is of the utmost importance, and must include contingency planning, regardless of the type of disaster (i.e. natural disaster, infrastructure failure, etc.). The DRP/BCP shall include, at a minimum:

- Back-up and protection procedures to include files, software, hardware and network connectivity;
- Description of any proposed alternate site(s), including a detailed schedule for back-up operations and any proposed clustering methodology for high availability;
- Proposed recovery time and point objectives;
- Risk analysis and risk mitigation for each business process; and,

- Processes and procedures for testing and reporting the DRP/BCP to include failover/fallback functionality, back-up/recovery functionality, business continuity, and plan updates.

The Contractor shall test the DRP/BCP annually and report findings to AHIM.

4.4.2 Design Deliverables

The Contractor shall prepare the following deliverables in support of design activities:

- DEDs;
- Requirements definition and validation plan;
- JAR session minutes;
- Requirements traceability matrix (RTM);
- Requirements specification document (RSD);
- Business rules document;
- Architectural diagrams;
- Detailed system design plan;
- JAD session minutes;
- Detailed system design document (DSD);
- Interface control document;
- Database design document;
- Data management plan; and,
- Disaster recovery/business continuity plan.

4.4.3 Design Responsibilities

Table 4-4: Contractor and AHIM Design Responsibilities

Contractor Responsibilities	AHIM
• Develop and deliver DEDs for all design deliverables as defined in this RFP	• Review DEDs and provide feedback • Approve DED prior to Contractor development
• Develop, maintain and execute all design deliverables as defined in this RFP	• Review all draft deliverables and provide feedback • Approve all deliverables and updates
• Update and maintain the RTM	• Review and approve
REQUIREMENTS DEFINITION	
• Use plans and processes identified in the AHIM approved requirements definition and validation plan throughout the life of the contract	• Review, provide feedback, and approve the plans and processes in the

Contractor Responsibilities	AHIM
	requirements definition and validation plan
• Develop and submit a JAR schedule for review by AHIM	• Work with the Contractor to establish a schedule and location for JARs • Review and approve JAR schedule
• Develop and distribute JAR agendas prior to each session	• Review and provide feedback on JARs agendas
• Facilitate JARs, prepare and submit for review and approval the requirements session meeting notes as described in this RFP	• Provide appropriate staff and stakeholders to attend JARs • Provide the Contractor with information regarding interfaces and system processes, AHIM policy, regulations, and procedures • Work with the Contractor to resolve issues during the requirements definitions activities
• Use project control tools as described in the PMP to formally track requirement sessions results so AHIM can manage requirements decisions by module or functional area, including completed and incomplete requirements sessions	• Review, provide feedback and approve
• Develop and execute the RSD as described in this RFP	• Review, provide feedback and approve
• Work with AHIM to identify all business rules for the business rules engine	• Work the with Contractor to identify all business rules for the business rules engine
DETAILED SYSTEM DESIGN PLAN	
• Designing/configuring windows, screens, reports or other layouts, perform prototyping where appropriate	• Review, provide feedback and approve
• Develop the detailed system design plan and incorporate any comments submitted by AHIM	• Review and provide feedback • Provide written acceptance of the final detailed system design plan
JADs	

Contractor Responsibilities	AHIM
• Develop and submit a JAD schedule for review by AHIM • Develop and distribute JAD agendas prior to each session	• Work with Contractor to establish schedule and location for JADs • Review and approve JAD schedule • Review and provide feedback on JAD agendas
• Facilitate JADs, and prepare and submit for review and approval the design session meeting minutes, including decisions, justification for changes, outstanding issues requiring follow-up, and impact to future JADs and session participants • Conduct technical reviews of the detail system design plan with AHIM during the JADs to verify the design, and identify and resolve any design issues or questions	• Provide appropriate staff and stakeholders to attend JADs • Provide Contractor with information and clarification regarding interfaces and system processes, as well as policy, regulations, and procedures • Track policy-related changes and training impacts identified during the JADs • Work with the Contractor to resolve issues during the design activity
• Demonstrate web page / module functionality through models / prototypes, as appropriate	• Provide staff to attend web page / module walkthroughs as necessary
• Use project control tools to formally track detailed design session results so that AHIM can manage the design decisions by module or functional area. This should include design components not yet completed, as well as decisions from completed design sessions	• Review and provide feedback
DSD	
• Develop the detailed design specification document and incorporate any comments submitted by AHIM	• Review and respond to all DSD requirements change documents
• Develop final detailed design specification document based on AHIM review findings regarding content and format	• Provide written acceptance on the final detailed design specification document
INTERFACE CONTROL DOCUMENT	
• Develop and deliver an interface control document as outlined in this RFP	• Review and approve
DATABASE DESIGN DOCUMENT	
• Develop and deliver an database design document as outlined in this RFP	• Review and approve
DATA MANGEMENT PLAN	

Contractor Responsibilities	AHIM
• Develop and deliver a data management plan as outlined in this RFP, including a data migration plan	• Review and approve
• Perform routine monitoring using software tools to measure the efficiency of online storage access and take corrective action, as needed (including performance adjustments to equipment and software or file placement as required) to maximize availability, efficiency, and other attributes of service	• Review and approve results
• Manage online storage thresholds and data archives, including supporting non-disruptive rules-based data archival and retrieval (with little to no SHOP processing impacts) during the archival process	• Review and approve
DRP/BCP	
• Provide an annual review and update of the DRP and BCP though the life of the contract • Assist in the recovery of lost/damaged information that results from security violations through the life of the contract at no cost • Complete qualitative and quantitative analyses and risk mitigation strategies for each risk item identified for recovery	• Review and approve

4.5 Development Activities

The following section provides a description of the work, deliverables, and the Contractor and AHIM responsibilities required to plan and execute the activities described in this RFP as they relate to development. Development activities are those required to develop and/or configure the system, including SHOP module and architecture builds, using tools and established methodologies for maintaining control of the development process. These processes should also ensure the SHOP components and architecture conform to the requirements and design specifications documented during design activities described in this RFP. During the proposal process, the Contractor shall outline their approach to completing the tasks as outlined in this section.

4.5.1 Development Description

The Contractor will be responsible for developing/configuring and testing all SHOP applications as a part of this contract to ensure that the implemented SHOP product meets the requirements documented during design activities and as outlined in *Section 5: Requirements* and *Appendices G through I.* The Contractor shall coordinate the test plan as described in this RFP (with testing activities required during the development process) to ensure the flow of testing from unit testing to UAT is cohesive. Unit testing must be utilized to verify that each basic component of the system architecture is constructed correctly in accordance with design specifications.

The Contractor is responsible for leading and performing all development activities, including any walkthrough sessions requested by AHIM. AHIM may request a walkthrough of any documents or processes related to development activities at any time.

AHIM shall support development activities as necessary, but these activities are a core function of the Contractor's role as the AHIM SHOP solution vendor. Successful Development activities should result in:

- Ensuring that the developed SHOP meets design criteria and satisfies the intended purpose;
- Installing, enhancing or modifying components of the proposed system according to the Design specifications approved by AHIM;
- Demonstrating that all hardware, software, and linkages are functional and will support AHIM's requirements; and,
- Demonstrating functionality of all interfaces.

Specifically, development activities and tasks shall include the following areas.

4.5.1.1 SHOP Environments

The Contractor shall provide the following environments throughout the duration of this contract:

- Development – environment used to develop and unit test all software contained within the SHOP;
- System Test – environment used to perform full-scale system integration testing and regression testing for the SHOP solution. This environment must meet production capability and capacity standards, not affect production data, and mirror the UAT and Production environments;
- UAT - environment used by AHIM to test the application and data provided within the SHOP. This environment must be sized the same as production and capable of performing complete end-to-end testing. It must also mirror the system testing and production environments; and,
- Production - environment used by the Contractor to manage client data and all SHOP processing. It must mirror the system testing and UAT environments.

The Contractor shall be responsible for continually refreshing each environment to ensure that environment contents remain current according to the AHIM-approved SHOP environments plan. Each environment must use industry-standard hardware, software and relational database management products.

4.5.1.2 SHOP Environments Plan

The Contractor shall provide development, conversion, system testing, training and production environments housed and hosted at the Contractor site and to be accessed by AHIM at the appropriate project phase, as described above in this RFP. The Contractor shall develop an approach for building, supporting, and maintaining all environments associated with the SHOP, to be included as part of the SHOP environment plan. The SHOP environment plan shall also contain a list of assumptions regarding all hosted environments.

4.5.1.3 Equipment/Hardware/Software

The Contractor shall acquire any such computer hardware or software required by the SHOP, including licensed software, in such a manner that it may be legally used in the SHOP. The Contractor shall acquire any such computer hardware and software required for the SHOP following all procurement control processes outlined in the Contractor's procurement management plan, which may be requested by AHIM at any time for informational purposes. The Contractor shall ensure that both the hardware and software is upgradable and expandable with regular maintenance to ensure optimum performance and is able to accommodate future changes, as defined by AHIM, State of Arkansas and federal standards.

4.5.1.4 Execute Unit Testing

The Contractor shall begin executing the test plan according to the approved test plan identified in section *4.6: Testing Activities*.

4.5.1.5 Unit Test Results

The Contractor shall produce and deliver unit test results incrementally, for each identified unit, and receive final approval by AHIM. Additionally, test results will also be made available to AHIM's IV&V vendor.

4.5.2 Development Deliverables

The Contractor shall prepare the following deliverables in support of development activities:

- DEDs;
- SHOP environments;
- SHOP environment plan;
- Unit test results; and,
- Updated RTM.

4.5.3 Development Responsibilities

Table 4-5: Contractor and AHIM Development Responsibilities

Contractor Responsibilities	AHIM
• Develop and deliver DEDs for all development deliverables as defined in this RFP	• Review DEDs and provide feedback

Contractor Responsibilities	AHIM
	• Approve DED prior to Contractor development
• Develop, maintain and execute all development deliverables as defined in this RFP	• Review all draft deliverables and provide feedback • Approve all deliverables and updates
• Update and maintain the RTM	• Review and approve
SHOP ENVIRONMENTS PLAN	
• Develop a SHOP environment plan that provide details of the environmental components required to test the system. This should include hardware, software, communications, and any other resources used to configure the solution environments as well as security considerations	• Review, provide feedback, and approve
EQUIPMENT/HARDWARE/SOFTWARE	
• Provide hardware and software to support the SHOP Marketplace	• Review and approve
EXECUTE UNIT TESTING	
• Perform unit tests on every component developed and/or configured • Create and test databases • Prepare test files • Conduct technical review and audits of completed system components throughout the build process, and record problems using the project control and issue reporting • Provide weekly updates and performance metrics on unit testing and build/configuration progress to AHIM	• Review and approve
UNIT TEST RESULTS	
• Submit results of unit testing to AHIM on an incremental basis as modules or functional system units are complete • Resubmit unit test results, as necessary	• Review test results and approve unit test completion • Work with the Contractor to resolve issues during Development activities

Contractor Responsibilities	AHIM
• Provide a document library where all test data is stored and AHIM is allowed to access	
• Perform walkthroughs, as appropriate to demonstrate to AHIM that all system functions have been completely and accurately constructed/configured and unit-tested	• Attend configuration walkthroughs as necessary
USER MANUALS	
• Develop and provide SHOP Marketplace user manuals as described	• Review and approve

4.6   Testing Activities

The following section provides a description of the work, deliverables, Contractor and AHIM responsibilities required to plan and execute the activities described in this RFP as they relate to testing. During the proposal process the Contractor shall outline their approach to completing the tasks outlined in this section.

4.6.1   Testing Description

The Contractor shall be responsible for testing the SHOP marketplace to ensure that all requirements are fully satisfied. The Contractor will test the software and hardware of the architecture and application to evaluate the system's compliance with defined requirements as outlined in this RFP and *Appendices G through I*. The Contractor will perform unit, system, and integrated system testing to achieve this goal.

The Contractor will be responsible for facilitating and executing all testing in each phase of the project, including:

- Unit test – Includes tests to ensure that changes meet the intended purpose, do not cause unintended consequences, and do not cause system errors upon execution of changed programs, batches, or procedures, as described in this RFP.
- System test – Includes tests of modifications to a collection of components within the context of the system/sub-system in which they function. The testing function must be automated. System testing ensures that the system functions as designed following development and modification of its components. These tests must use a sample of preliminary converted files, security testing, workflow testing, and usability testing.
- Integration test – Includes tests to modifications within the context of the integrated system/sub-systems (the collection of interconnected components) in which it functions. Integration testing helps ensure that a defined set of interconnected systems/sub-systems will perform as designed after additions/modifications to components. The testing must also ensure

that interfaces with external systems are exchanging data correctly. These tests must use a sample of preliminary converted files.

- Volume or performance test – Includes tests for production based on estimates of application volumes and validate that the system meets performance criteria.
- Regression test – Any type of software testing that seeks to uncover software regressions where previously working software functionality stops working as intended. Typically, regressions occur as an unintended consequence of program changes. Regression should occur throughout all phases of the project in conjunction with other types of testing.
- User Acceptance Test – UAT demonstrates that the Contractor is ready to perform all required functions in the SHOP; that the SHOP meets RFP requirements; and that all the AHIM-approved change orders function properly. All AHIM components and modules will be tested before start of operations. This will also include; but not be limited to, testing end-to-end functionality of all business processes, software and hardware products, and business rules engines. User acceptance testing will be conducted in a controlled and stable environment mirroring production. No modifications to the software or files in the acceptance test library will be made without prior written approval from AHIM. The UAT is designed to test the existence and proper functioning of edits and audits, account and federal reporting, file maintenance, and the format and content of the AHIM outputs, including outputs for all business processes, eligibility, enrollment, plan management, financial management, etc.
- Operational readiness test – The operational readiness test is designed to ensure that the Contractor is ready to process all inputs, process participant applications correctly, meet all reporting requirements, use a properly functioning data communications network, and have a demonstrated back-up capacity. The success of the operational readiness test, as determined by the metrics developed by AHIM or its agent, will determine if the Contractor has met the implementation milestone date as determined by AHIM and the federal government. An additional component of the operational readiness test is the demonstration and verification of data security and fire/disaster prevention and recovery procedures. The Contractor must also execute disaster recovery processing, including fail-over to an alternate back-up site and fail back. The disaster recovery portion of the test will be limited to a recovery during a daily and a weekly process cycle. The length of the test will be the amount of time that is necessary to recover from the disaster and provide proof that the recovery has been successfully completed.

The Contractor is responsible for providing a testing environment in which testing activities will occur. Specifically, testing activities and tasks shall include the following areas.

4.6.1.1   Test Plan

The Contractor shall execute the approved test plan and include the AHIM approved PMP. The Contractor will be responsible for scheduling and coordinating all testing activities to ensure that each of the tests are prepared for and performed in accordance with the test plan. The Contractor will appropriately train AHIM personnel and appointed stakeholders, as appropriate to participate in the testing effort. Unless specified otherwise within the test plan, the Contractor will be required to provide all tools, testing materials, and resources necessary to effectively perform the required tests. At a minimum, the test plan must include:

- A description of how the testing environments will be managed including methods, workflow, and training required;
- An organization plan showing the number and types of Contractor personnel responsible for testing. This will also include AHIM personnel, subcontractors, issuers, brokers, and agents;
- A contingency plan for mitigating testing risks across the SDLC;
- Procedures for the AHIM-approved defect management tracking tool. To be utilized for tracking and correcting deficiencies/defects discovered during testing This will include the type, severity, and location of errors, as well as error tracking and resolution procedures;
- Procedures for notifying AHIM of problems discovered in testing, testing progress, and adherence to the test schedule;
- Procedures for tracking status of test scenarios and individual test cases via the AHIM approved tracking tool;
- Process for updating the RTM based on test results;
- Process for updating the RSD based on test results;
- General description of the steps in the testing process;
- Software tools used during testing;
- Template of progress report;
- A plan for organizing test results for AHIM review;
- A plan for system performance measuring and tuning;
- UAT conducted for design, code, and test cases; and,
- Types of procedures and checklists utilized.

4.6.1.2   Test Environment

The Contractor shall develop and provide a testing environment that conforms to the approved SHOP environments plan, for which the Contractor will execute the AHIM-approved test plan.

4.6.1.3   System Test Cases

The Contractor shall develop and deliver system test cases which AHIM will review prior to testing to ensure all requirements are being thoroughly tested. The Contractor shall ensure that all test cases are completed following IEEE 829-2008, standard for software and system test documentation as appropriate. System test cases shall be completed for each functional area described in this RFP, with final approval by AHIM when all are approved.

4.6.1.4   Final Test Report

The Contractor shall produce and deliver a final test report, which outlines the results of all system testing incrementally, as they are completed for each defined area. This includes unit testing, system integration testing, user acceptance testing. Final approval must be received from AHIM. The Contractor shall deliver a single, consolidated final test report deliverable for payment. The deliverable shall include test results for each test case showing positive results or itemization and schedule for resolving each negative result. The deliverable, including the schedule, must be approved by AHIM prior to payment for the deliverable.

The Contractor shall include in its final testing report the complete testing cycle and incremental testing cascade. The Contractor shall discuss and demonstrate the expectation and outputs for each of the unique testing areas including system integration testing, unit testing, user acceptance testing, performance testing, regression testing, and the operational readiness test.

4.6.1.5   Test Defect Reports

As a part of the final test report, the Contractor shall produce and deliver test defect reports generated from either a commercial defect-tracking tool to which AHIM has access or a Contractor-developed defect log and progress report, for all testing activities. At a minimum, the test defect report shall include the following items:

- Issue description;
- Severity;
- Status;
- Owner;
- Implementation schedule; and,
- Past defects and their resolution

4.6.1.6   UAT Training Plan

User acceptance testing shall include a set of disciplined tests developed by the Contractor with the assistance of AHIM that validates/shows all functionality of the system is operating correctly (for example, screen display is correct, edits are working correctly, correct data is being used to populate fields). The Contractor will support AHIM in conducting user acceptance testing (UAT).

The UAT stage is designed to demonstrate that the SHOP meets AHIM specifications, performs all processes according to the program business rules, passes acceptance criteria identified by AHIM, and works in an integrated fashion with the shared service components. UAT is to be conducted primarily by AHIM users and will allow the opportunity for users to test the proper application of business rules, the accuracy of application, determination and enrollment, and the format and content of all interface outputs, including the reporting functions. UAT must be conducted in a controlled and stable environment.

The Contractor shall develop, deliver, maintain and execute a UAT training plan. The UAT training plan shall include how the Contractor plans to train users on test case development, test execution, defect tracking tools, and a schedule for training prior to UAT execution. The Contractor shall execute the UAT training plan, and train the AHIM team on preparing input data, using web screens, understanding the business rules engine and shared services infrastructure, and reviewing system outputs.

4.6.1.7   UAT Cases

The Contractor shall produce and deliver UAT test cases, developed in partnership with AHIM subject matter experts. UAT test cases will test that the system meets the user requirements and business needs of AHIM. Final acceptance and approval of use cases will be conducted by AHIM before the UAT phase is considered complete.

4.6.2 Testing Deliverables

The Contractor shall prepare the following deliverables in support of Testing activities:

- DEDs;
- Test plan;
- Test environment;
- System test cases;
- Final test report;
- UAT training plan;
- UAT cases; and,
- Updated RTM.

4.6.3 Testing Responsibilities

Table 4-6: Contractor and AHIM Responsibilities

Contractor Responsibilities	AHIM
• Develop and deliver DEDs for all deliverables as defined in this RFP	• Review all DEDs and provide feedback • Approve all DEDs prior to the Contractor developing deliverables
• Develop, deliver, maintain and execute all deliverables as defined in this RFP	• Review all draft deliverables and provide feedback • Approve all deliverables prior to development • Attend test activity deliverable walkthroughs, as appropriate, to enhance AHIM understanding and facilitate the approval process
• Work collaboratively with the Interfacing agencies during the testing activities • Work collaboratively with the IV&V vendor during the testing activities	• Designate an AHIM testing representative to answer questions, assist with prioritization activities and work with the Contractor to resolve issues related to testing • Provide required information to federal agencies • Monitor Contractor progress to milestones • Work with the Contractor to resolve issues during the testing activity

Contractor Responsibilities	AHIM
• Establish and maintain a permanent test environment for AHIM-only use with current testing data and information • Establish the software and network environment, including connection to the AHIM network that will be used during testing • Provide a library of all test documentation including test scenarios and results • Make minor modifications to screens, reports, interfaces, and processes, as directed by AHIM during the testing activity	• Review and approve, if applicable, written recommendations for improvement by the Contractor
• Update the RTM after each testing activity to demonstrate that all requirements are tested forward and backward	• Review and approve
DEVELOP & EXECUTE TEST PLAN	
• Provide testing staff that are different from development staff to perform testing activities • Develop and implement system and integrated system test progress measurement metrics for the purpose of monitoring testing status. Metrics must include a dashboard displaying test scenarios as well as those identified with problems and requiring retesting, those that do not require a retest, and the total population of test scenarios remaining throughout the test period • Perform system testing of all functionality, including web pages, and submit documented results to AHIM for review and approval • Plan, develop, and test all incoming and outgoing interfaces during integrated system testing	• Review and approve
INTEGRATION / SYSTEM TEST CASES	
• Develop and deliver system test cases	• Review and approve
TEST RESULTS	

Contractor Responsibilities	AHIM
• Resolve all test scenarios associated with errors and retest system components as necessary until the error is corrected • Deliver interim system test results within agreed time frames • Deliver the draft and final test report deliverable	• Approve interim test results within the agreed time frame or provide written documentation to the Contractor stating why the test results are not acceptable • Direct the retesting activities after correction of any problems • Approve the final system test results deliverable
• Use project control tools to formally track testing results so AHIM can manage the testing progress, problems, and resolutions by module or functional area	• Use the Contractor's issue/defect tracking system to monitor the Contractor's test progress, or define necessary test reports and desired frequency of reports
UAT TRAINING PLAN	
• Provide training to AHIM's UAT team on preparing input data, using Web screens, understanding the business rules engine and shared services infrastructure, and reviewing system outputs	• Provide Contractor access to SMEs for development of UAT test cases
• Assist AHIM in implementation of the UAT with respect to generation of test scenarios, transactions, data, and files as well as analysis of reasons for unanticipated processing results • Provide separate operations staff to support UAT activities	• Prepare UAT test scenarios and data, and conduct UAT testing • Provide resources (acceptable percentage of work time) for development of UAT test cases and UAT test execution • Coordinate resources needed for testing interfaces and web portals, including non-AHIM resources • Provide resources to work with the Contractor during system and UAT test execution to prioritize and resolve issues
UAT CASES	
• Work with AHIM to develop and deliver UAT cases	• Provide the UAT results to the Contractor • Document UAT results, and retest as necessary • Ensure requirements map to system and UAT test cases by reviewing the updated RTM • Final approval of UAT completion
• Track the status of problems identified by AHIM during the UAT	

Contractor Responsibilities	AHIM
• Make available all UAT documentation including files and reports necessary to validate test results	

4.7 Implementation Activities

The following section provides a description of the work, deliverables, Contractor and AHIM responsibilities required to plan and execute the activities described in this RFP, as they relate to Implementation. During the proposal process, the Contractor shall outline their approach to completing the tasks as outlined in this section.

4.7.1 Implementation Description

The Contractor shall be responsible for deploying the SHOP Marketplace after successfully completing all testing activities and confirming that all system components, data, and infrastructure of the SHOP successfully fulfill all requirements.

As part of the Implementation process, the Contractor will implement the Marketplace into a production environment, which shall conform to all Service Level Agreement (SLA) requirements (see 4.7.1.10). The Contractor must convert and migrate all data and services necessary to operate the SHOP Marketplace and meet all requirements as outlined in this RFP. The Contractor must plan to phase in operations on a schedule that will minimize risk and provide full contingency planning, as necessary. Implementation activities will commence once AHIM has completed final acceptance of the SHOP design. At a minimum, implementation activities and tasks shall include the following areas.

4.7.1.1 Production Environment

The Contractor shall develop a production environment that conforms to the approved SHOP environments plan, as outlined in this RFP.

4.7.1.2 Authority to Operate (ATO)

Prior to the SHOP Marketplace moving into the production environment, the final solution must receive an authorization to operate (ATO). The Contractor shall assist AHIM in obtaining its ATO from CMS/CCIIO.

4.7.1.3 Implementation Plan

The Contractor shall be responsible for developing, producing and delivering an implementation plan to AHIM for review and approval. The implementation plan will be reviewed and approved in accordance with AHIM's standard deliverable submission and review procedure. The implementation plan shall include a schedule and approach for all activities needed for implementation, including:

- Introduction;

- Overview;
- Implementation overview;
- Implementation requirements/procedures by site implementation checklist;
- Final data conversion and service migration activities (FFM platform to SHOP SBM) with reference to the tasks completed according to the migration plan;
- Technical preparation and system changeover activities;
- Development of an implementation activities check list;
- The process for developing a contingency plan for identifying, communicating, resolving risks, and maintaining the current production capability if the implementation is delayed;
- Activities required to effectively implement, operate, and maintain the SHOP;
- Document resolution of inventory issues (for example, suspense, claim records on hand, provider enrollments) and associated dates;
- Specifying the methodology for handling adjustments to historical SHOP participant records;
- Identifying procedures and dates for any required health plan certification activity and/or recertification and/or decertification;
- Identifying the process to accommodate provider updates, consumer data changes, reference changes, and enrollments after final conversion but before implementation; and,
- A plan for managing future modifications and enhancements of the system.

Additionally, as a part of the implementation plan, the Contractor shall be responsible for providing all technical and functional documentation that will be required to assist AHIM in using and supporting the implemented solution.

4.7.1.4   Training

The contractor is responsible for training AHIM staff, Agents and Brokers, key stakeholders and other users as directed by AHIM on the SHOP Marketplace. Training shall include managing training resource assignments, training logistics, and the monitoring and reporting of training progress. The Contractor shall provide a training environment in which the training activities will occur, as well as a training plan and training materials.

Training Plan

The Contractor shall develop, deliver, and maintain a training plan. The training plan shall address how the Contractor intends to train AHIM staff and other users as identified by AHIM.

The Contractor shall have the capability to train AHIM designated individuals through computer-based formats and a train-the-trainer approach. Training for end users shall coincide with the schedule in the project work plan for system implementation. If the contractor proposes a phased rollout, training must be provided prior to each launch.

Training Materials

The Contractor shall be responsible for developing and updating all training materials. Training materials shall be provided electronically, and in hardcopy form, as requested by AHIM.

Training materials may include job aids, instructor's manual(s), student manual(s), and desk reference manual(s). The Contractor shall identify specific training materials used in other Health Insurance Exchange (HIX) implementations as a part of their proposal.

At a minimum, specific tasks shall include:

- Providing AHIM copies – The Contractor shall provide AHIM all required copies for classroom and on-site training sessions.
- Submitting materials for AHIM approval – The Contractor shall submit all training materials to AHIM for approval one (1) month prior to delivery of a training session.
- Training material modifications – The Contractor shall maintain and modify training materials as needed to reflect the latest version of the SHOP. Updated versions of training materials shall be submitted to AHIM within five (5) calendar days of receipt of the identified change(s) or sooner, if there is a scheduled training session that shall be impacted.
- Training material ownership - All training materials shall be delivered to, and become the property of AHIM under this contract. Contractors shall provide AHIM with copy and distribution rights to all training materials created for the SHOP.
- Creating Master Copies – The Contractor shall create and supply master copies of all class materials, including course books, exercise books, tests, evaluations, and quick reference guides for each training module.

Training Hardware and Software

The Contractor shall coordinate obtaining the appropriate hardware, software, and telecommunications to support the development, maintenance, and presentation of training program(s) and materials.

Training Reports

The Contractor shall collect and report information on training activities on a weekly basis during active training sessions. Reporting items shall include:

- Classes scheduled versus classes actually held;
- Total planned to be trained versus the number of staff actually trained;
- Number and category of staff trained;
- Number and category of staff missing training; and,
- Materials covered.

4.7.1.5 Maintenance and Operations (M&O) Manual

The Contractor shall develop, deliver, and maintain a Maintenance and Operations (M&O) manual. The M&O manual shall provide a description of the business product operating in the production environment and information necessary to effectively handle routine production processing, ongoing maintenance, performance monitoring, and identification of problems, issues, and/or change requirements. The M&O manual shall include operating procedures for SHOP participant management, the generation of reports and letters, enrollment notes, queries, and navigation through the Web pages, according to the template developed during the design phase. The M&O manual shall be made available electronically, but provided to AHIM in hard-copy, upon request.

At a minimum, the M&O manual shall include the following:

Corrective Action Plan Methodology

The M&O manual shall identify the Contractor's corrective action plan (CAP) methodology. The CAP methodology shall address a practical strategy to resolve any impediments to efficient and effective SHOP operations; such as, the actions to be taken, and how they will be carried out. The methodology shall provide a template of how the items in need of correction will be documented. At a minimum, a corrective action plan shall include the following:

- Description of the problem to correct;
- Owner accountable for the results;
- Actions to be taken;
- Deadlines; and,
- Specific outcome and how it will be measured.

Plan of Action and Milestones (POA&M)

The M&O manual shall also include a plan of action and milestones (POA&M) that includes specific action steps for mitigating system security weaknesses identified by a security assessment.

Quality Assurance (QA) Plan

The Contractor shall develop a quality assurance (QA) plan, specific to maintenance and operations that establishes quality assurance procedures.

M&O Staffing Plan

The Contractor shall develop and update annually, a staffing plan for all M&O activities. If the System Maintenance and Operational Support staff is found to be deficient by AHIM, the Contractor must revise the staffing plan within (15) business days of notice and employ the required staff, as agreed upon in the Human Resources Management Plan, found in the PMP.

M&O Communication Plan

The Contractor shall be responsible for ensuring that effective and efficient communication protocols and lines of communication are established and maintained. The Contractor shall take no action that has the appearance or effect of reducing open communication and association between AHIM and Contractor staff. As a part of the communication plan, the Contractor must address how they will communicate staff schedules to ensure that they are approved by AHIM (to meet the needs of the SHOP). The Contractor must respond to AHIM requests for information and other requests for assistance within the timeframe that AHIM specifies. When system issues or problems occur, the Contractor must notify AHIM within specified timeframes, as defined in the SLAs.

4.7.1.6   Federal Final Data Use/Data Exchange/Interconnection Security Agreements

The Contractor must develop data usage, data Exchange and/or interconnection security agreements as a part of the SHOP implementation and submit to CMS/CCIIO. These documents must be agreements between the Contractor and third parties for use of personal health information (PHI) and personally identifiable information (PII) data and to ensure secure data exchange in accordance to, at a minimum, the

following: the Affordable Care Act, Section 1561, HIPAA, and the IRS Office of Safeguards (which outlines the IRS' expectations for safeguarding federal tax information (FTI) in any instance where that agency intends to receive, store, process, or transmit FTI). On an annual basis, the Contractor is required to update and resubmit federal data use, data Exchange and interconnection security agreements to CMS/CCIIO.

4.7.1.7   AHIM Final Data Use/Data Exchange/Interconnection Security Agreements

The Contractor must develop data use, data Exchange and/or interconnection security agreements as a part of the implementation of the SHOP and submit to AHIM. These documents must be agreements between the Contractor and third parties (as defined by AHIM) for use of personal health information (PHI), personally identifiable information (PII) data and to ensure secure data exchange between the Contractor and AHIM stakeholders, including carriers, QHPs, DOI, agents, brokers, IPAs, CACs, etc. On an annual basis, the Contractor is required to update and resubmit AHIM data use, data Exchange and interconnection security agreements to AHIM.

4.7.1.8   Plan of Action and Milestones (POA&M)

The Contractor must provide a plan of action and milestones (POA&M) deliverable using the format defined by CMS/CCIIO and/or approved by AHIM. The POA&M must include specific action steps for mitigating SHOP system security weaknesses identified by a security assessment.

4.7.1.9   Final System of Record Notice (SORN)

The Contractor shall assist AHIM in developing a system of record notice (SORN) consisting of: (1) a narrative statement that is submitted to the Office of Management and Budget (OMB), (2) a preamble submitted to Congress, and (3) a statement of records notice provided to Congress. A system of record is a group of any records under the control of a federal agency from which information is retrieved by the name of the individual or by some identifying number assigned to the individual. This information must be provided in order for the federal government to inform the public of any collection of information about its citizens from which data is retrieved by a unique identifier.

4.7.1.10   Service Level Agreements (SLAs)

The Contractor shall agree to SLA requirements that establish clear relationships between AHIM and the Contractor, set service goals, and provide a framework for continuous analysis and improvement. The SLAs also establish key performance indicators (KPIs) that will be used to demonstrate the effectiveness of a service. By tying performance to measurable metrics, AHIM and the Contractor will find it easier to identify service performance problems.

Service level and performance level requirements are documented in *Appendix J.*

4.7.1.11   Privacy Impact Assessment

The Contractor shall prepare an assessment that determines if personally identifiable information (PII) is contained within the SHOP Marketplace. If so, the privacy impact assessment will require the Contractor

to identify what kind of PII is contained in the SHOP Marketplace, what is done with that information, and the steps taken to ensure that information is protected.

4.7.1.12 System Security and Privacy Plan

The Contractor shall develop, deliver, maintain and execute a system security and privacy plan. The system security and privacy plan shall be reviewed and updated annually based on an annual risk assessment. The Contractor shall fully describe how the SHOP Marketplace will prevent unauthorized physical and network access.

System Security and Privacy Standards

The Contractor shall be responsible for ensuring that the SHOP meets all industry, state, and federal security standards. The Contractor shall meet or exceed State of Arkansas security standards and policies. Once established, no security provisions for firewalls, client and server computers, user profiles and controls shall be modified without written AHIM approval. At a minimum, the Contractor shall ensure the security of the SHOP follows the following federal regulations and publications:

- 45 CFR Part 95.621(f) ADP System Security Requirements And Review Process;
- Standards defined in Federal Information Processing Standards (FIPS) issued by the National Institute of Standards and Technology (NIST);
- National Institute of Standards and Technology (NIST) Special Publication 800-111 Storage Encryption Technologies for End User Devices;
- NIST SP 800-52, 800-77 or 800-113 Valid encryption processes for data in motion;
- NIST Cryptographic Module Validation List (http://csrc.nist.gov/groups/STM/cmvp/validation.html);
- FIPS PUB 112 Password Usage Procedure;
- FIPS PUB 186-3 Digital Signature Standard June 2009;
- Records Usage, Duplication, Retention, Re-disclosure and Timely Destruction Procedures/Restrictions 5 U.S.C. 552a (o)(1)(F), (H) and (I);
- IRS Pub 1075;
- Federal Records Retention Schedule 44 U.S.C. 3303a;
- Privacy Act of 1974 at 5 U.S.C. 552a;
- Computer Matching and Privacy Protection Act of 1988 (CMPPA);
- Federal Information Security Management (FISMA);
- SSA Information System Security Guidelines for Federal, State, and Local Agencies;
- Child Online Privacy Protection Act;
- Title XIX Confidentiality Rules;
- HIPAA; and,
- Title XXI

4.7.1.13 Information Security Risk Assessments

The Contractor shall provide an Information Security Risk Assessment that conforms to CMS/CCIIO standards. The Information Security Risk Assessment shall identify risks and possible mitigation strategies associated with information security components and supporting infrastructure.

4.7.1.14 Security and Privacy Reports

The Contractor shall identify methods for ensuring only authorized personnel access data. The Contractor shall provide a process for reviewing and updating access rights on a regular basis. The Contractor shall provide audit reports for tracking users, associated security groups, roles, settings, passwords and duplicate IDs. The frequency and content of security audit reports will be determined by AHIM.

The Contractor shall provide AHIM a report of any incidents of intrusion and hacking regardless of outcome. The Contractor shall ensure a timely and reliable process for security breach notification to the appropriate entity. The Contractor shall alert appropriate staff authorities of potential violations of privacy safeguards, such as inappropriate access to confidential information.

In the event of an incident of intrusion, the Contractor shall initiate corrective actions to ensure breach will not occur again if it is within the selected Contractor's scope of responsibility. Preparing and retaining documentation of breach investigations and providing copies to AHIM within twenty-four (24) hours of detection of the breach.

4.7.1.15 Final Acceptance

The Contractor shall ensure that the system is ready to be implemented and AHIM approvals have been obtained to begin operations of the Marketplace. This is known as final acceptance. To achieve final acceptance by AHIM, the Marketplace must satisfy all functional and technical requirements specified in this RFP and documented during the requirements definition and design activities. AHIM staff must be given sufficient time to review all system, user, and security documentation for completeness prior to implementation. The system response time and all user and automated interfaces must be clearly assessed and operational. The Contractor shall provide AHIM with a final acceptance document during this phase of implementation. The final acceptance document should detail specific units of the Marketplace to be reviewed and accepted by AHIM staff and upon request, include reference documents, data maps, testing instructions, etc. to assist AHIM is review. During the final acceptance process, the Contractor shall be responsible for conducting walkthroughs or meetings, as requested by AHIM. In the event that final acceptance is not achieved during the first review, the Contractor agrees to work with AHIM to promptly cure the defect or deficiency, replace the deliverables and repeat final acceptance.

Final acceptance of the solution shall occur following final system testing and the Contractor's demonstration that: 1) the system successfully provides all the functionality required by AHIM 2) the system meets or exceeds the performance standards in the contract 3) the system meets all privacy and security requirements and 4) the system meets or exceeds all criteria required by CMS/CCIIO.

4.7.2 Implementation Deliverables

The Contractor shall prepare the following deliverables in support of implementation activities:

- DEDs;
- Production environment;
- Authority to operate (ATO);
- Implementation plan, including contingency plans;
- Training plan, materials and report;
- M&O manual;
- Final data use/data exchange/interconnection security agreement;
- Plan of action & milestones (POA&M);
- Final system of record notice;
- Service level agreements (SLAs);
- Privacy impact statement;
- System security privacy plan;
- Information security risk assessments; and,
- Final acceptance.

4.7.3   Contractor and State Implementation Responsibilities

Table 4-7: Contractor and State Implementation Responsibilities

Contractor Responsibilities	AHIM
• Develop and deliver DEDs for all deliverables as defined in this RFP	• Review all DEDs and provide feedback • Approve all DEDs prior to the Contractor developing deliverables
• Develop, deliver, maintain and execute all deliverables and activities as defined in this RFP	• Review all draft deliverables and provide feedback • Approve all deliverables prior to implementation
• Establish and maintain a production environment	
• Work collaboratively with AHIM and related stakeholders during implementation • Provide weekly reporting of response times, problems encountered, and solutions	• Provide IV&V/QA vendor/function • Involve and provide required information to Federal funding agencies • Monitor Contractor progress to milestones • Review weekly reports
• Provide AHIM-authorized entities access to source code, libraries, and other project artifacts	• Review and approve

Contractor Responsibilities	AHIM
• Provide AHIM-authorized entities read access to all databases	
IMPLEMENTATION PLAN	
• Develop and submit implementation schedule • Obtain AHIM approval for the implementation of SHOP programs and the enterprise architecture • Record and track identified user problems • Use converted data and provide for necessary temporary conversion of data, using cross walks if applicable	• Review and approve implementation schedule
• Perform final conversion and review conversion reports to demonstrate successful conversion • Identify and report any implementation issues to AHIM • Work with other system Contractors and AHIM to establish and ensure appropriate system and business interfaces to successfully meet the implementation requirements	• Review final conversion results and parallel test results, as appropriate
TRAINING	
• Develop and submit training plan • Develop and submit training materials • Provide hardware and software for training purposes • Develop and submit weekly and final training reports	• Review and approve plans, materials and training methods
M&O MANUAL	
• Conduct orientation and training for AHIM and State of Arkansas personnel on Contractor organization, functional responsibilities for software maintenance, and operational procedures	• Make AHIM program and contracted staff available for final training / orientation
SERVICE LEVEL AGREEMENTS	
• Monitor performance against KPIs in accordance with the SLAs documented in this RFP *Appendix J* • Provide AHIM with reporting data to determine SLA compliance and KPI dashboard • Develop CAPs for all missed KPIs	• Review and approve CAPs • Request follow-up meetings to discuss the issues and corrective actions • Review and approve Contractor-proposed changes to KPIs • Review Contractor compliance with KPIs and SLAs

Contractor Responsibilities	AHIM
• Implement the plan identified in the CAP, once approved by AHIM • Provide documentation to AHIM demonstrating the corrective action is complete and meets AHIM requirements • Recommended changes to KPIs, as needed • Appropriately size hardware to handle AHIM's transaction traffic and volume, at AHIM-accepted performance levels • Inform AHIM when a system deficiency is identified according to the priorities defined by this RFP (or proposed by the Contractor and approved by AHIM) • Perform all activities relative to correction of deficiencies within the timeframes stated in this RFP, SLAs and KPIs • Correct all errors and discrepancies found in the operational system at no additional charge for computer or human resources needed to maintain or correct the system	
SYSTEM SECURITY AND PRIVACY PLAN	
• Ensure the security of all documents and data require the complete segregation of the Exchange data and files from other selected Contractor's customers • Accommodate all current HIPAA revisions / updates including those that may occur during the life of the project • Provide HIPAA training and information to each Contractor project staff member annually, meeting HIPAA training requirements for health and financial information and securing acknowledgement of these obligations from Contractor personnel involved in the contract • Develop, maintain and execute procedures for accessing necessary electronic protected health information (ePHI) in the event of an emergency and continue protection of ePHI in emergency • Perform data mapping to identify the e-PHI contained in the system	• Review and approve

Contractor Responsibilities	AHIM
• Support appropriate confidentiality rules for requests for confidential communications (45 CFR 164.522(b)); within the confine of State / Federal laws	
INFORMATION SECURITY RISK ASSESSMENTS	
• Provide an information security risk assessment to identify risks and possible mitigation strategies associated with information security components and supporting infrastructure	• Review and approve
SECURITY AND PRIVACY REPORTS	
• Provide security administrative rights to AHIM / State security administrator(s) for the purpose of adding, updating, and deleting security access • Track disclosures of ePHI; provide authorized users access to, and reports on the disclosures	• Review and provide feedback
FINAL ACCEPTANCE	
• Ensure all required approvals are in place prior to initiating final acceptance tasks • Provide walkthroughs for AHIM and appointees, as requested • Provide sufficient time periods within the Project Schedule for AHIM to review and approve all final acceptance deliverables • Provide readiness for measuring KPIs and reporting on SLAs • Draft final acceptance document for review and approval by AHIM • Correct all defects and deficiencies prior to proposing final acceptance document for approval by AHIM	• Review and approve • Agree to final acceptance of the SHOP into production

4.8   Migration Activities

The following section provides the description of the work, deliverables, Contractor and AHIM responsibilities required to plan and execute the activities described in this RFP as they relate to Migration. Migration encompasses all tasks required to convert and migrate all SHOP-related activities (data and services) from the FFM technology platform to the Contractor's SHOP solution, procured as a result of this RFP.

4.8.1 Migration Description

The Contractor will be responsible for planning, developing, testing, and managing the migration from the FFM platform, including the data conversion process. The Contractor shall be responsible for converting all Arkansas-specific data maintained in the FFM since October 1, 2013, from the FFM to the Contractor's SHOP solution. This data conversion includes the logical and physical data architecture. The Contractor is expected to use automated conversion and minimize manual intervention to the greatest extent possible for the sake of efficacy.

The Contractor shall be responsible for assisting AHIM in defining the requirements for successful completion of the migration phase and will be required to work closely with AHIM's stakeholders and federal partners during this process. During the proposal process, the Contractor shall outline their approach to completing the tasks as outlined in this section, specifically identifying their recommendations for designing, developing and implementing the migration from the FFM technology platform to their proposed solution.

The Contractor must ensure that all data and services required to support the SHOP Marketplace are available and accurate. The data conversion process will have its own life cycle and may be performed through the implementation period. The Contractor shall provide a conversion environment, as described in this RFP, in which all conversion activities will occur.

Specifically, migration activities and tasks shall include:

4.8.1.1 Migration Requirements Matrix

The Contractor shall develop, deliver, maintain, and execute conversion requirements that at a minimum identify the tasks necessary to complete migration activities from the FFM to the Contractor's SHOP solution including data conversion and migration. The migration phase includes defining data sources, types, months of history for specified data, destination, and changes. The Contractor shall develop and produce a migration requirements matrix that outlines the requirements for conversion from the FFM platform to the Contractor's SHOP solution. This plan must provide the totality of required data and services outlined in *Appendices G through I: Functional, Operational and Technical Requirements* and this RFP. The Contractor shall hold migration-specific JAR sessions, as necessary, to complete this activity and shall involve all appropriate AHIM stakeholders and partners, specifically CMS/CCIIO.

4.8.1.2 Migration Plan

The Contractor shall develop, deliver, maintain, and execute a migration plan that provides the overall description of how the Contractor plans to conduct conversion and migration activities for the project. The migration plan shall include, at a minimum, the following sections:

- Introduction;
- Overview;
- Data conversion/migration strategy;
- Data migration preparation; and,
- Data migration specifications.

The migration plan shall include at a minimum, scope, approach, issue tracking, schedule, communication, resources and environments. The migration plan shall address the conversion of both data and services from the FFM platform and, at a minimum, include:

Migration Detailed Specifications

The Contractor shall develop, deliver, maintain, and execute migration detailed specifications that reflect the design and approach for the conversion and migration activities, and addresses how the migration requirements will be demonstrated successfully. The data conversion and migration specifications will follow IEEE 1164 library standards for data element conversion.

Data Cleanup

The Contractor shall be responsible for performing data cleanup. Data cleanup shall include executing modifications to the conversion and migration programs and all manual conversion of data as necessary. This shall include reconciling data that is converted and migrated from the FFM with the SHOP Marketplace.

Migration Test Plan

The Contractor shall develop, deliver, maintain, and execute a migration test plan which includes the detailed description for how the Contractor will conduct conversion and migration testing for all data sets required. The migration test plan may require several iterations and shall be updated by the Contractor as each data set is identified. The migration test plan will follow the current version of IEEE 829 Standard for software and system test documentation, as appropriate. The AHIM-approved migration test plan will be included as a component of the PMP.

4.8.1.3 Migration Test Results

The Contractor shall produce and deliver conversion test results that present the results of data conversion and migration testing. Conversion and migration testing shall be an iterative process and may require several attempts, which shall each incorporate "lessons learned". The test results should include both the expected and actual values of data being converted and migrated.

The Contractor shall produce and deliver migration test defect log/reports. Test defect logs/reports must be generated from a defect tracking tool, provided by the Contractor and included as a part of the Final Test Report deliverable, outlined in this RFP.

4.8.1.4 Migration Quality Assurance Plan

The Contractor shall produce and deliver a detailed migration quality assurance plan as a part of the PMP – quality management plan, which shall be specific to the migration activities outlined in this section. The migration quality assurance plan shall include a summary of metrics to gauge the relative success of each conversion and/or migration attempt. The Contractor shall ensure that all required data and services are properly converted and migrated. The Contractor shall ensure that there is no undue risk to the integrity of the converted data or the eligibility/enrollment of the SHOP participant.

4.8.2 Migration Deliverables

The Contractor shall prepare the following deliverables in support of Migration activities:

- DEDs;
- Migration requirements matrix;
- Migration plan;
- Migration test results;
- Migration quality assurance plan; and,
- Updated RTM (Requirement Traceability Matrix).

4.8.3 Migration Responsibilities

Table 4-8: Contractor and AHIM Migration Responsibilities

Contractor Responsibilities	AHIM
• Develop and deliver DEDs for all migration deliverables as defined in this RFP	• Review DEDs and provide feedback • Approve DED prior to Contractor development
• Develop, maintain and execute all migration deliverables as defined in this RFP	• Review all draft deliverables and provide feedback • Approve all deliverables and updates
• Update and maintain the RTM	• Review and approve
MIGRATION REQUIREMENTS MATRIX	
• Schedule and conduct Joint application requirements (JAR) sessions, as required to complete migration activities • Schedule and conduct migration requirements walkthrough(s) for AHIM staff and federal partners	• Participate in migration requirements JARs • Review migration requirements and approve
MIGRATION PLAN	
• Develop and execute a migration plan	• Review and approve
• Convert data from the FFM system according to approved conversion requirements and migration plan • Provide migration timeframes after consultation with CMS/CCIIO and AHIM • Conduct testing of conversion processes prior to full conversion and migration, and submit results to AHIM for review	• Review and provide feedback • Request technical assistance, as required

Contractor Responsibilities	AHIM
• Provide AHIM access to conversion/migration testing logs • Correct deficiencies identified during conversion testing, preliminary conversion and final conversion, including any necessary CAPs • Provide minimum interruption of day-to-day business processes during migration activities • Provide technical assistance to AHIM • Execute modifications to the conversion/migration programs and perform all manual data conversions and migrations, as necessary	
MIGRATION TEST RESULTS	
• Provide reporting, record reconciliation, and test results from functional/system /load/ operations readiness/parallel testing and any other testing as requested and required by AHIM to ensure data was converted and loaded correctly • Provide ongoing analysis and reporting of conversion and migration results, including field-by-field mapping • Confirm converted case data meets the requirements for continued issuance, maintenance, and that individual and SHOP participant status continuity are maintained with no immediate intervention • Provide defaults when necessary during data conversion and migration	• Review migration test results and results of preliminary conversion/migration and provide feedback • Review documented migration results and provide feedback
MIGRATION QUALITY ASSURANCE PLAN	
• Ensure data in the FFM and the SHOP remain synchronized and in-tact until all migration tasks are complete • Provide and retain copies of all conversion reports	• Review, provide feedback and approve

4.9   Maintenance & Operations

The following section provides a description of the work, deliverables, Contractor and AHIM responsibilities required to plan and execute the activities described in this RFP as they relate to

Maintenance & Operations. During the proposal process, the Contractor shall outline their approach to completing the tasks as outlined in this section.

4.9.1   Maintenance & Operations Description

The Contractor shall be responsible for all maintenance and operations activities for the SHOP Marketplace which will begin immediately after AHIM's final acceptance of the SHOP Marketplace. The Contractor shall be responsible for providing qualified personnel, resources, facilities and supplies to support the maintenance and operations activities of the system and to meet the SLAs described in *Appendix J* of this RFP. Maintenance and operations activities will be included in the terms of the contract and use a SLA model in which the Contractor shall agree to maintenance, operations and modification hours using Key Performance Indicators. Specifically, maintenance & operations consists of the following three major activities:

1. Operations - Operations shall include the operation of the SHOP. The Contractor shall provide qualified personnel, resources, facilities, and supplies to support the operation of the SHOP to meet the SLAs described in this RFP. Upon the approved start of operations, the Contractor will begin processing SHOP transactions.

2. Maintenance **-** Maintenance shall include supporting the SHOP system, once implemented in the production environment statewide, for the duration of the contract. This support shall include the following activities:

   - Activities necessary to provide for continuous effective and efficient operation of the system to ensure the platform is always ready to perform at the standard and condition for which it was approved, including ongoing load testing;
   - Activities necessary to ensure that all data and programs are current and errors are corrected;
   - Addition of new values and changes to existing system tables, reference tables and conversion of prior records, as necessary;
   - Activities related to file growth and partitioning;
   - File maintenance activities for updates to all files;
   - Scheduled ongoing tasks to ensure system tuning, performance, response time, database stability and processing;
   - Changes to the scripts or system parameters concerning the frequency, number and media of reports;
   - Updates to software, operating systems or other system components requiring version updates, manufacturer "patches," and other routine manufacturers' updates to software;
   - Maintenance of security for user accounts;
   - Responses to production problems and emergency situations according to AHIM-approved guidelines;
   - Investigate and correct batch job failures and defects;

- Repair of jobs scheduled or run incorrectly, problems due to system hardware or software failures, problems due to operator/scheduler error, problems due to program or control language errors, security problems, corrupted files/databases, documentation and/or problems due to jobs run with incorrect data; and,
- Response to "emergency requests" which are problems preventing benefit issuance or those having a significant impact on the end user's ability to perform their job. For in depth description see *SLA – Operational Problem Management.*

3. Modifications **-** The SHOP is subject to ongoing modification due to federal and State regulatory and policy changes, Medical Assistance program initiatives, and technological innovations in the industry. The Contractor must provide the appropriate engineering and analysis expertise to remain responsive to changing system requirements. This must include the following activities:

- The Contractor shall perform software modifications for all components of the SHOP following completion of implementation activities and approved Start of Operations, as requested by AHIM; and,
- It should be noted that system and software upgrades available to all users/owners of the SHOP shall not be considered as modifications and shall be available to the state without additional cost. Software and system upgrades are considered part of maintenance and operations.

At a minimum, specific M&O tasks shall include the following areas:

4.9.1.1   M&O Status Report

The Contractor shall produce a monthly M&O status report. The Contractor will negotiate the content, format, and frequency of these reports with AHIM. The intent of the reports is to provide AHIM and the Contractor better information for management of the Contractor's activities and the SHOP operations. At a minimum, M&O reporting will include the following:

Operations Performance

Operations performance includes information that demonstrates the Contractor's compliance with applicable key performance indicators (KPIs) and service level agreements (SLAs), as identified in *Appendix J.* The Contractor must report on operations performance as described below.

Modification Hours

Modification Hours include reporting on modification hours expended by week, work request, staff member, subtotals and totals.

Operations Problems

Problems are defined as any problems identified, the proposed repair or remedy, impact of the repair or remedy, and the mitigation strategy implementation date. The Contractor must report on operations problems as described in this RFP.

4.9.1.2   Operations Performance Reporting

The Contractor shall monitor and report performance against the AHIM-specified key performance indicators (KPIs). AHIM's anticipated SLAs, associated KPIs, and related penalties can be found in *Appendix J*. Specific KPIs shall be determined during Contract negotiations; however KPIs may address the following areas:

- System availability;
- System performance;
- System accuracy;
- System security;
- Operational problem management;
- Data quality metrics;
- User support; and,
- Staffing.

The Contractor shall develop reports to demonstrate compliance with AHIM-determined KPIs. The Contractor shall develop and review performance reports detailing all KPIs. The Contractor is expected to develop a weekly dashboard of the KPI's and on a monthly basis as determined by AHIM, review the performance report detailing KPI's from the previous month. If a KPI is not met, the Contractor shall provide AHIM a written CAP, as determined, which describes:

- The missed KPI;
- A full description of the issue;
- The cause of the problem;
- Risks related to the issue;
- All possible resolutions; and,
- The proposed corrective action to avoid missing the KPI in the future.

The performance report and subsequent CAPs (if necessary) shall be discussed at monthly meetings as determined by AHIM. The Contractor shall implement a CAP once the proposed corrective action is approved by AHIM.

4.9.1.3   Operation Problem Management

The Contractor shall provide operational problem management to manage AHIM problems as they occur during maintenance and operations. The Contractor shall provide software tools to enable the tracking of a specific defect from identification through correction, including all testing performed to ensure the correct fix is in place. The Contractor shall categorize and resolve errors as follows unless proposed under different definitions/descriptions by the Contractor:

- Priority 1 Errors - Critical business impact. Indicates that the SHOP and related components are unavailable for use resulting in a critical impact on operations. Requires immediate AHIM-notification, half hour updates and resolution within two (2) hours.

- Priority 2 Errors - Serious business impact. Indicates serious production issues where the SHOP and related components are usable but is severely limited and no workaround exists. Requires immediate AHIM notification, hourly updates and resolution within four (4) hours.
- Priority 3 Errors - Significant business impact. Indicates moderate production issue where SHOP and related components are usable but a workaround is available (not critical to operations). Requires AHIM immediate notification, two (2) hour updates, and resolution within twelve (12) hours.
- Priority 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).

Contractors may propose categories and resolve errors under different definitions/descriptions during the proposal process.

4.9.1.4   M&O Status Meetings

The Contractor shall attend meetings as requested by AHIM which may be combined with other regular status meetings. The Contractor will negotiate the schedule, format, and frequency of these meetings with AHIM. The M&O status meetings will include the Contractor providing:

- An overview of SHOP performance and issue resolutions; and,
- The status of all work requests, maintenance, and modification activities will also be reviewed at the M&O status meeting. This will include reporting of progress against schedules, any proposed schedule revisions, discussion of specific details on work requests, maintenance and modifications and review of deliverables.

4.9.1.5   Post-Implementation Evaluation Report

The Contractor shall develop and deliver a post-implementation evaluation report. The reports shall include that status of all functionality required to meet the requirements described in *Appendices G through I* of this RFP. For any functionality not working, the report shall provide a corrective action plan and timeline for correction. AHIM shall review and approve the Post-Implementation Evaluation Report prior to payment for the deliverable.

4.9.1.6   M&O Manual Updates

The Contractor shall update the M&O manual to reflect the results of the approved post-implementation evaluation report prior to payment for the deliverable. The Contractor shall provide these updates within ten (10) business days of the approved post-implementation evaluation report.

4.9.1.7   Release Management Plan

As a part of maintenance, the Contractor will provide AHIM with a release management plan that outlines the major releases that are planned, including the critical activities required to ensure proper development and testing has occurred. The release management plan should identify critical activities required for release implementation to ensure all releases are conducted systematically. Version upgrades should be

applied in a controlled manner to prevent disruption to user. The release management plan must be evaluated and reviewed routinely by AHIM and, at a minimum, include:

- All software and hardware releases planned;
- Documentation of the on-time delivery of application releases per due dates outlined in the most recently approved work plan;
- Approach to informing AHIM when emergency security patches are made available. The Contractor shall develop a plan to apply those patches as soon as possible following plan review and approval by AHIM. In the case of true emergency security patches, provide AHIM with notice prior to system shutdown. After patching, provide AHIM with a listing of the patches/updates applied reasoning, and impacts, if any; and,
- Provide the capability to roll back data and software releases/programs as requested by AHIM during testing cycles.

4.9.1.8   Technical Help Desk

As part of maintenance, the Contractor will address all questions and reported problems related to the technical and functional operation of the system. The Contractor must provide tiered, toll-free telephone support twenty-four (24) hours, seven (7) days a week. A qualified technician will respond via phone to address all calls in accordance with the importance and criticality of the question being asked and/or the problem being reported. The Contractor will agree to provide onsite technical support within one business day for problems that cannot be resolved via telephone, or as stipulated in the SLA, depending on severity.

4.9.1.9   Regulatory Compliance

The Contractor shall ensure that all System M&O support components acquired through this procurement are to be fully compliant with State and federal requirements (including applicable privacy & security standards) in effect as of the date of the RFP release and with any changes that subsequently occur, unless otherwise noted.

4.9.1.10   Audit Support

The Contractor shall support and provide assistance with any State and federal audits and certifications as AHIM requests.

4.9.1.11   Application Support

The Contractor shall perform application support for SHOP to keep it operating as expected including but not limited to the following services:

- System performance monitoring and reporting;
- Investigation into unprocessed data;
- Computer resource usage monitoring and reporting;
- Application/system problem review meetings;
- Preparation of special holiday, year-end, and production calendar schedules;
- Preliminary investigation of problems not identified by AHIM or consumers;

- Environments support;
- Ad hoc schedule changes;
- Data resource management;
- Yearly/Quarterly/Semi-annual changes;
- Mass changes; and,
- Business rules changes.

All other application support services shall be performed on a daily (and/or as needed) basis.

4.9.1.12 Contractor Workspace and Hosting Environment / Facility

The Contractor, at the request of AHIM may provide office space for its staff during implementation, maintenance, and operations associated with this RFP. The Contractor must lease or otherwise provide a facility for hosting the SHOP Marketplace during implementation, maintenance and operations and any extension of the contract, including the following:

- The Contractor must ensure control of physical access to the office space/hosted facility and that only authorized persons are admitted into the facility;
- The Contractor must ensure control of electronic security, including providing adequate virus and spam control security suites, intrusion detection, threat analysis, and routine security testing;
- Visitors and messengers entry and exit into the workspace/facility must be logged by visitor name, agency represented, date, time of arrival and departure, name of individual to whom the visit is made;
- All workspace/facilities are protected against intrusion during non-working hours with appropriate surveillance alarm/system;
- The Contractor must ensure that AHIM's third-party auditors will have security access at the selected Contractor's work space/facility as authorized in writing by AHIM;
- The facility entry and control points are locked or guarded at all times;
- Facilities are equipped with adequate measures and means to ensure prompt detection of any disaster. The Contractor shall maintain appropriate processes for reporting disasters to appropriate authorities and the emergency handling of fire, water intrusion, explosion, terrorist attack, or other disasters, natural or man-made;
- Facilities are equipped with proper safeguards for fire prevention, fire detection, and fire suppression;
- Facilities are equipped with fire detection and alarm systems with uninterruptable power supply and diesel generators with three (3) to four (4) day battery back-up capabilities;
- Processes are in place to ensure that any communication switches and network components outside the central computer room shall receive the level of physical and/or electronic security necessary to prevent unauthorized access and are equipped with appropriate back-up power supplies;
- Processes are in place that ensure all Contractor staff abides by all federal, State and local security policies and procedures in force at each site such as connecting equipment or other devices to the AHIM's data network without prior approval of AHIM; and,

- Processes are in place to provide access to all authorized SHOP users (including selected Contractor and selected Contractor staff) within one (1) work day of employment/notification, following all required security checks and protocols.

4.9.1.13 Work Requests

The Contractor or AHIM may submit work requests for changes to the SHOP and related components, in accordance with the AHIM-approved change management plan. Work requests shall be classified as either a maintenance or modification effort (not including enhancements), as described in this section of the RFP.

Examples of modification activities include:

- Implementation of capabilities specified in this RFP and agreed to be implemented post-implementation (i.e. releases, phased capabilities, etc.);
- Implementation of edits and audits not defined in the current SHOP, but required for federal or State requirements;
- Activities necessary to meet new or revised CMS, other federal, State of Arkansas or AHIM requirements;
- Changes to established report, screen, or database formats, such as sort sequence, new data elements, or report items; and,
- Patches, upgrades, and/or major software releases falling under software maintenance and required to maintain the SHOP at final acceptance quality.

Work requests shall be reviewed by the Contractor on, at least, a weekly basis at designated meetings with AHIM staff. The Contractor shall provide an online application, accessible by AHIM staff, for work requests to be submitted, logged, tracked and reported on. The online tracking application shall provide a detailed description of the effort as well as the status from submittal through implementation and documentation. The Contractor shall maintain a summary log, updated weekly, of all work requests, including information specified by AHIM. The report shall be available online for access by both AHIM and the Contractor staff. Work requests not falling under maintenance or modifications, as defined in this RFP and during contract negotiations, shall be categorized as enhancements.

The Contractor shall provide an impact assessment of each work request within three (3) business days after submittal. The impact assessment shall include:

- A description of the scope of work involved;
- The priority/tier level of the work request;
- A breakdown of the work effort by deliverable;
- A breakdown of the work effort by hours within each job classification;
- An implementation schedule, and, if appropriate, revised schedules for all other concurrently approved projects or work requests impacted; and,
- The proposed categorization of the effort as either a maintenance or modification activity.

Upon receipt of the impact assessment, AHIM shall approve, require revisions or request additional information.

4.9.1.14 Contractor's Preventative Maintenance

The Contractor shall perform preventative maintenance activities that improve the performance of the SHOP Marketplace, as well as investigate and fix potential problems that have not yet occurred. Perfective maintenance includes, but is not limited to the following services:

- Improving the performance, maintainability, or other attributes of an application system;
- Preventative maintenance;
- Data table restructuring & re-indexing;
- Data purges to reduce/improve data storage;
- Run time improvements;
- Replace utilities to reduce run time;
- Potential problem correction; and,
- Data set expansions to avoid space problems.

It is AHIM's intent to perform (i.e., release) perfective maintenance changes periodically, for major changes requiring a more significant time to develop, test, and implement, the changes should be completed as part of a larger development release.

Activities that can typically be completed independent of a production release (e.g., data set expansions, data purges) may be completed on a more frequent basis (e.g., daily or weekly).

4.9.2   M&O Deliverables

The Contractor shall prepare the following deliverables in support of M&O activities:

- DEDs;
- M&O status reports;
- M&O status meeting schedule;
- Post-implementation evaluation report;
- Updated M&O manual;
- Operations performance reports;
- CAPs, as required;
- Release management plan;
- Audit reports, as required;
- Contractor workspace and hosting environment/facility; and,
- Completed work request, as required.

4.9.3 M&O Responsibilities

Table 4-9: Contractor and AHIM M&O Responsibilities

Contractor Responsibilities	AHIM
• Develop and deliver DEDs for all deliverables as defined in this RFP	• Review all DEDs and provide feedback • Approve all DEDs prior to the Contractor developing deliverables
• Develop, deliver, maintain and execute all deliverables as defined in this RFP	• Review all draft deliverables and provide feedback • Approve all deliverables prior to development

• Maintenance responsibilities include:
 	
   ○ Repair defects
   ○ Perform routine maintenance on reference files
   ○ Complete or repair system functionality as required
   ○ Make rules engine additions and modifications
   ○ Add users to access security levels
	• Determine the priority for Contractor completion of system maintenance and modification activities
	• Monitor Contractor staff operations and system operations on an ongoing basis Require development of maintenance test plans as appropriate for major maintenance efforts
	• Perform UAT, if desired
	• Provide signoff that maintenance is approved

• Notify AHIM immediately of any unscheduled downtime • Formally request approval for scheduled maintenance periods. Scheduled maintenance periods shall be mutually agreed upon and approved by AHIM and the Contractor • Identify changes to business processes required as a result of fixes or other maintenance	• Facilitate coordination of activities involving multiple AHIM staff, related agencies or programs
• Provide qualified systems staff to perform (in a timely manner and according to priorities) enhancements and modifications	
M&O STATUS REPORTS	

Contractor Responsibilities	AHIM
• Recommend the format for M&O status meetings • Produce weekly status reports that provide information on Operations performance, modification hours, incidents, risks, and problems	• Review and approve the format for status reports • Review and approve status reports
M&O STATUS MEETINGS	
• Recommend the schedule, format and frequency for status meetings • Attend regular meetings with the AHIM	• Review and approve schedule, format and frequency for status meetings • Attend regular meetings with the Contractor and provide feedback
M&O MANUAL UPDATES	
• Update the M&O manual to reflect the results of the approved post-implementation evaluation report • Update systems documentation, user manuals and operating procedures, as required by AHIM, within thirty (30) business days of implementation of a fix or other maintenance or as specified by AHIM. Changes to reports resulting from systems changes must accompany the first production of the report • Provide data model documentation for accommodating new fields as part of upgrade strategy throughout the life of the contract	• Review and approve updates to systems documentation, user manuals and operating procedures
MONITOR KEY PERFORMANCE INDICATORS (KPIs)	
• Monitor performance against KPIs in the SLA documented in this RFP • Provide AHIM with data to determine SLA compliance and calculation of KPI metrics • Develop CAPs for all missed KPIs • Implement the plan identified in the CAP once approved by AHIM • Provide documentation to AHIM demonstrating that the corrective action is complete and meets AHIM requirements • Recommend changes to KPIs if revisions are needed	• Review and approve CAPs • Request follow-up meetings to discuss the issues and corrective actions • Review and approve changes to KPIs • Request supporting reports and data; identify performance KPIs • Review Contractor compliance with performance KPIs and SLAs • Identify missed performance KPIs, and notify Contractor

Contractor Responsibilities	AHIM
• Appropriately size hardware to handle the State of Arkansas' transaction traffic and volume at the AHIM-accepted performance levels • Inform AHIM when a system deficiency is identified according to the priorities defined in the SLAs included in this RFP • Perform all activities relative to the correction of deficiencies within the timeframes stated in this section and the SLAs and KPIs in this RFP • Correct all errors and discrepancies found in the operational system at no additional charge • Use automated application and network performance measuring tools for proactive system monitoring, tuning mechanisms, reporting, and trend analysis; ensure performance monitoring alerts are configurable and allow for user notification using multiple communication methods	
PROBLEM MANAGEMENT	
• Submit service requests when operational problems occur within the timeframes specified in the SLAs and KPIs in this RFP	• Review and determine approval for the Contractor work requests addressing system deficiency, when identified • Designate each work request as a maintenance or modification activity
• Develop and deliver CAP for problems, deficiencies or all outstanding operational activities • Implement a AHIM-approved CAP within the timeframe negotiated with AHIM	• Review all CAPs and provide feedback • Approve all CAPs prior to the Contractor executing the CAP
• Monitor the Federal Information Security Management Act (FISMA) and Federal Risk and Authorization Management Program (FedRAMP) for emerging security standards to ensure applicable controls are incorporated in the proposed SHOP solution • Review system and network access logs on a daily basis	

Contractor Responsibilities	AHIM
RELEASE/DEPLOYMENT SCHEDULE	
• Plan all software and hardware releases as approved by AHIM • Be responsible for on-time delivery of application releases per the due dates shown in the most recently approved work plan	• Approve software and hardware releases
CONTRACTOR WORKSPACE AND HOSTING ENVIRONMENT	
• Support onsite visits to field locations to ensure appropriate end-to-end transaction monitoring, as needed and other observation activities at the request of AHIM	
WORK REQUESTS	
• Prepare and submit work request and suggestions for system changes • Categorize each work request as a defect, modification or enhancement and indicate the severity of the defect • Update documentation to reflect changes • Image and include all attachments pertinent to each work request	
• Provide an online tracking tool for AHIM and Contractor to use to track and generate reports on the progress of all work requests • Provide flexible online reporting and status inquiry into the work request system	
• Maintain an online system for tracking and reporting of maintenance and modification projects	
• Train AHIM staff on systems changes resulting from maintenance efforts	• Attend work request training, as necessary
CONTRACTOR'S PREVENTATIVE MAINTENANCE	
• Provide recommendations for performance improvements, system enhancements to gain overall efficiencies (based on trend analysis), and other recommendations based upon industry standards and best practices	

Contractor Responsibilities	AHIM
• Track and report on remediation and rework efforts to correct defects, bugs, and issues identified and resolved, in conjunction with AHIM. If rework hours appear to jeopardize on-time release delivery, the Contractor shall present a written mitigation plan to AHIM, including the provision of additional resources at no additional cost to AHIM	

4.10 Outsourced Operations

The following section provides a description of the work, deliverables, Contractor and AHIM responsibilities required to plan and execute the activities described in this RFP as they relate to outsourced operations. The Contractor may outsource this work to another vendor or manage the operations internally.

4.10.1 Consumer Support Center

4.10.1.1 Consumer Support Center Description

The Contractor shall provide all materials and labor associated with establishing a Consumer Support Center (CSC). The Contractor shall provide a CSC implementation plan as part of their solution that includes all project phases for design, development and implementation. AHIM intends for this CSC to be a fully functional SHOP specific center with potential future integration with the individual marketplace CSC, as such, the Contractor shall develop a CSC turnover plan.

The Contractor shall provide all equipment, hardware and software necessary in order to operate the fully functioning SHOP CSC, for purposes described within this RFP.

The CSC shall support all inquiries made by telephone with the ability to support TTY/TDD. Additionally the CSC shall support web based inquiries, including email and web chat. As a contingency and back up, the CSC shall possess the capability to support paper based and in person inquires. The CSC will operate during standard business hours (8 AM to 5 PM) with the ability to extend business hours during peak times or if deemed necessary by AHIM.

For specific CSC requirements see *Operational Requirements: Appendix H*.

Implementation Plan

The Contractor shall be responsible for developing, producing and delivering an implementation plan to AHIM for review and approval. The implementation plan will be reviewed and approved in accordance with AHIM's standard deliverable submission and review procedure. The implementation plan shall include a schedule and approach for all activities needed for implementation, including:

- Introduction;
- Overview;

- Implementation overview;
- Implementation requirements/procedures by site implementation checklist;
- Technical preparation and system changeover activities;
- Development of an implementation activities check list;
- Development of a contingency plan process for identifying, communicating, resolving risks, and maintaining the current production capability should the implementation be delayed;
- Activities required to effectively implement, operate, and maintain the CSC;
- Document outlining the resolution of inventory issues; and,
- A plan for managing future modifications and enhancements of the system.

Additionally, as a part of the implementation plan, the Contractor shall be responsible for providing all technical and functional documentation that will be required to assist AHIM in using and supporting the implemented solution.

Turnover Plan

In future option years a turnover situation may arise where the CSC contract option is no longer renewed. Upon AHIM's request, or no later than 180 days prior to the identified turnover date, the Contractor shall provide a Turnover Plan to AHIM. The plan shall include:

- The Contractor's proposed approach to turnover;
- Turnover schedule;
- A current configuration of the CSC system;
- Any migration activities required of the Contractor;
- CSC software, files and operations documentation; and,
- An approach to executing turnover services, as described in this RFP at no extra charge.

4.10.1.2 Consumer Support Center Deliverables

The Contractor shall prepare the following deliverables in support of CSC activities:

- DEDs;
- Implementation plan; and,
- Turnover plan.

4.10.1.3 Consumer Support Center Responsibilities

Table 4-10.1: Contractor and AHIM CSC Responsibilities

Contractor Responsibilities	AHIM
• Develop and deliver DEDs for all deliverables as defined in this RFP	• Review all DEDs and provide feedback • Approve all DEDs prior to the Contractor developing deliverables

Contractor Responsibilities	AHIM
• Develop, deliver, maintain and execute all deliverables as defined in this RFP	• Review all draft deliverables and provide feedback • Approve all deliverables prior to development
IMPLEMENTATION PLAN	
• Develop and submit implementation schedule • Obtain AHIM approval for the implementation of CSC programs and the enterprise architecture • Record and track identified user problems • Identify and report any implementation issues to AHIM • Work with other system Contractors and AHIM to establish and ensure appropriate system and business interfaces	• Review and approve implementation plan and schedule • Review final implementation results appropriate
TURNOVER PLAN	
• Develop and submit turnover plan and schedule	• Review and approve turnover plan and schedule

4.10.2 Financial Management

4.10.2.1 Financial Management Description

The Contractor shall provide the staff and services to manage the financial management requirements set forth by the ACA regarding SHOP and within this RFP. The Contractor shall perform the following functions as relating to financial management:

- Premium aggregation;
- Manage employer invoicing;
- Manage employer payments;
- Manage employer payment reconciliations;
- Manage premium remittances to carriers;
- Manage exchange user fees;
- Manage carrier reconciliations; and,
- Hold fiduciary responsibility over the financial transactions between employers, the SHOP and carriers.

Requirements

The Contractor shall support all financial management requirements identified above and as defined in requirements appendices: *Appendices G through I*. The SHOP payment portal must interface with a bank chosen by AHIM within the State of Arkansas. Additionally, AHIM will have direct monitoring capabilities and control of the accounts associated with SHOP financial management functions. The Contractor shall support and provide AHIM with any materials required for financial auditing at the request of AHIM or by any federal or state entity.

The Contractor shall have the capability to accept payments via credit card, eCheck/Electronic Funds Transfer (EFT), and paper checks. AHIM recognizes that there additional issues involved in accepting credit cards, however, the Contractor must be able to support this functionality although it may not be implemented initially.

Financial Management Plan

The Contractor shall provide a Financial Management Plan (FMP) as part of their PMP to address the requirements set forth within this RFP. The contractor must adhere to all standard accounting principles and implement a robust system to ensure the necessary controls and security associated with financial management operations. The Contractor shall propose how it will integrate all of the services set forth within this RFP between AHIM, SHOP employers, Issuers, and any other necessary stakeholders.

Financial Management Reports

The Contractor shall provide reporting capabilities required by the ACA, AHIM, and the State of Arkansas to support the SHOP. Reporting functionality requirements include but are not limited to:

- Data and reports on federal audit oversight requirements as required by the ACA;
- Monthly enrollee reports;
- Consumer and other user experience reports; and,
- Ad hoc reports as required by AHIM.

Auditing

The Contractor shall provide the capability to support auditing at various stages during the financial management process including end-to-end audits at the request of AHIM. A financial audit log must be accessible and available to AHIM staff and identified system administrators. The Contractor shall support all state and federally requested audits at no cost to AHIM. After an audit is performed, the Contractor shall provide an all-encompassing report describing all findings and any potential corrective actions to be taken by the Contractor.

4.10.2.2 Financial Management Deliverables

The Contractor shall prepare the following deliverables in support of Financial Management activities:

- DEDs;
- Financial Management Plans;
- Financial Management Reports; and,

- Audit Reports.

4.10.2.3 Financial Management Responsibilities

Table 4-10.2: Contractor and AHIM Financial Management Responsibilities

Contractor Responsibilities	AHIM
• Develop and deliver DEDs for all deliverables as defined in this RFP	• Review all DEDs and provide feedback • Approve all DEDs prior to the Contractor developing deliverables
• Develop, deliver, maintain and execute all deliverables as defined in this RFP	• Review all draft deliverables and provide feedback • Approve all deliverables prior to development
FINANCIAL MANAGEMENT PLAN	
• Develop and submit FMP to the specifications of AHIM	• Review, provide feedback and approve FMP
FINANCIAL MANAGEMENT REPORTING	
• Develop and submit all reports requested by AHIM • Develop and submit all reports required by the ACA, or any other federal or state agency	• Review and provide feedback on reports
AUDITING	
• Support auditing and provide an audit log for all financial transactions • Develop and deliver final audit reports	• Review and approve audit reports

4.11   Enhancement Activities

The following section provides a description of the work, deliverables, Contractor and AHIM responsibilities required to plan and execute the activities described in this RFP as they relate to enhancements.

4.11.1 Enhancements Description

The Contractor shall provide all materials and labor associated with enhancing the SHOP Marketplace. Enhancements are defined to include any work requests that fall outside of regular maintenance and modifications, as described in this RFP, and that improve the technical and functional operation of the system beyond that which was delivered and accepted. Furthermore, enhancements will require a separate scope of work, to be reviewed and approved by AHIM, prior to the Contractor initiating the following processes.

The Contractor shall follow all processes for enhancement activities set forth in this RFP, including:

- Project management;
- Design;
- Development;
- Testing;
- Training;
- Implementation; and,
- M&O.

The Contractor shall work with AHIM to set the schedule of key dates for submittal of major deliverables for during enhancement activities, using standard project management processes. All deliverable dates, key milestones, and budgets shall be submitted to AHIM for approval prior to start of any enhancement activities. At a minimum, enhancement activities and tasks shall include:

4.11.1.1 Enhancements Project Control

An updated, detailed project work plan is required from the Contractor early in the enhancement activities lifecycle. The purpose of the project work plan is to reaffirm delivery, detail work activities, and facilitate AHIM's monitoring of progress based on deliverables and key dates, as specified in the project work plan. The project work plan must be updated on a weekly basis for delivery to AHIM's IT Manager.

4.11.1.2 Enhancements Design

Updated Requirements Specification Document

An updated detailed requirements specification document outlining enhancements to the SHOP shall be provided to AHIM for review and approval.

Updated Requirements Traceability Matrix

An updated, detailed requirements traceability matrix (RTM) outlining enhancements to the SHOP shall be provided to AHIM for review and approval. Requirements tracking must assure that all requirements are developed, configured, tested and approved by AHIM.

Updated Detailed System Design Document

The Contractor shall update the detailed system design document with each of the major areas of enhancement, for review and approval by AHIM. The Contractor must conduct walkthroughs of all enhancement designs with AHIM. This will also involve demonstrations during the development of the design specification, enhancing AHIM's understanding of the enhancement as well as facilitating the approval process.

Updated Disaster Recovery Plan and Business Continuity Plan

The Contractor must revise the disaster recovery plan and business continuity plan to reflect changes identified during the development and testing process of all enhancements. It must provide updated

documentation reflecting any new system components and procedures required to effectively recover from a disaster.

4.11.1.3 Enhancement Development

Equipment/Hardware/Software

The Contractor shall acquire any such computer hardware or software required for enhancement development by the SHOP as described in this RFP.

4.11.1.4 Enhancements Testing

The objectives of enhancement testing activities are to:

- Conduct system development and perform unit, business function, and system integration testing to ensure the functionality identified in the requirements function as defined; and,
- Demonstrate, through integrated testing, that all enhancement functions will not adversely impact other business functions within the SHOP.

The testing activity is designed to demonstrate that the new system functionality meets AHIM specifications and performs all processes as designed. All related SHOP business functions and modules will be tested, including possible changes to the disaster recovery plan and business continuity plan. Components of the test will require that the Contractor demonstrate readiness to perform all SHOP functions and contractual requirements, including manual processes. AHIM will identify the schedule for test cycles and delivery of output. Testing will be conducted in a controlled and stable environment. The Contractor shall be responsible for preparing the test environment, including data, and conducting the tests.

Minimum requirements are:

- A test plan and schedule for each system module and business function, as well as for the integrated system; and,
- Test results reporting.

4.11.1.5 Enhancements Training

The Contractor shall provide training, as deemed necessary by AHIM, in accordance with the training requirements outlined in this RFP as described in *Section 4.7.1.4: Training*.

4.11.1.6 Enhancements Implementation

Release Management Plan

The Contractor will provide AHIM with an updated release management plan, including release activities required during and after enhancements, that outlines the major releases that are planned. This shall inlcude the critical activities required to ensure proper development and testing has occurred during the enhancement phase. The updated release management plan should also identify critical activities required

for release implementation to ensure that all releases are conducted systematically. The updated release management plan must be reviewed and approved by AHIM on, at least, a quarterly basis.

M&O Manual Update

The Contractor shall prepare updates to the SHOP M&O manual for each business area affected by enhancement activities. Updates to the M&O manual must be completed on all changes, corrections, or enhancements to the system prior to AHIM approval of the system change. The Contractor shall be responsible for the production and distribution of all M&O manual updates in a timely manner.

Final Acceptance

The Contractor shall ensure that enhancements are ready to be implemented and AHIM approvals have been obtained in order to move enhancements into the production environment. This is known as final acceptance.

4.11.2 Enhancements Deliverables

The Contractor shall prepare the following deliverables in support of enhancement activities:

- DEDs;
- Enhancement project work plan;
- Updated requirements specification document;
- Updated requirements traceability matrix;
- Updated disaster recovery plan and business continuity plan;
- Test plan;
- Test results;
- Updated release management plan;
- M&O manual update; and,
- Final acceptance.

4.11.3 Enhancements Responsibilities

Table 4-11: Contractor and AHIM Enhancements Responsibilities

Contractor Responsibilities	AHIM
• Develop and deliver DEDs for all deliverables as defined in this RFP	• Review all DEDs and provide feedback • Approve all DEDs prior to the Contractor developing deliverables
• Develop, deliver, maintain and execute all deliverables as defined in this RFP	• Review all draft deliverables and provide feedback • Approve all deliverables prior to development

4.12 Turnover

The following section provides a description of the work, deliverables, Contractor and AHIM responsibilities required to plan and execute the activities described in this RFP, as they relate to turnover.

4.12.1 Turnover Description

The continuing provision of SHOP services requires that there be no disruption of services during a turnover from the Contractor to AHIM or its appointed agent at the expiration or termination of the contract. Accordingly, the Contractor shall cooperate fully in providing for an orderly and controlled transition to AHIM or its appointed agent and will minimize any disruption in the services to be performed under this contract.

Notwithstanding any other provision in this contract, the Contractor shall continue providing contract services until AHIM determines themselves or its appointed agent is prepared to fully assume the Contractor's duties and obligations under this contract. All the terms and conditions of the contract shall apply during this period unless otherwise directed in writing by AHIM. In order to assure adequate level of resources, the Contractor must dedicate additional qualified resources for turnover activities.

The goal of the turnover process is to identify, provide, and document all the processes, tools and software required so that the SHOP, as well as its related services, can be operated by AHIM or its appointed agent. The support activities and documentation defined in this subsection are to ensure that the complete system may be run by an entity other than the Contractor. The turnover activities and activities completed by the Contractor shall take place well in advance of the end of the contract providing AHIM with multiple documents and training to allow either AHIM personnel, or an agent appointed by AHIM, to independently operate the SHOP and its related components. All deliverables produced for turnover must be approved and accepted by AHIM prior to final payment. At a minimum, turnover activities include:

4.12.1.1 Pre-Turnover

Turnover Plan

Upon AHIM's request, or no later than 180 days prior to the identified turnover date, the Contractor shall provide a Turnover Plan to AHIM. The plan shall include:

- The Contractor's proposed approach to turnover;
- Turnover schedule;
- A current configuration of the SHOP system;
- Any migration activities required of the Contractor;
- SHOP software, files and operations documentation; and,
- An approach to providing execution of turnover services, as described in this RFP at no extra charge.

SHOP and Related Services System Requirements Statement

Upon AHIM's request, or no later than 180 days prior to the identified turnover date, the Contractor shall furnish to AHIM, at no extra charge, a SHOP and related service system requirements statement outlining the resources that would be required by AHIM or its appointed agent to fully take over the system, technical, and business functions of the SHOP and related services outlined in the contract(s).

The SHOP and related services system requirements statement must include an estimate of the number, type, salary of personnel required to operate the system and perform the other functions of the SHOP and its related services. The statement shall be separated by personnel activity category.

The SHOP and related services system requirements statement shall include all facilities and any other resources required to operate the SHOP and related services, including:

- SHOP-related equipment;
- System and special software;
- Other equipment;
- Telecommunications networks;
- Office space; and,
- Other resources.

The SHOP and related services system requirements statement of resources shall be based on the Contractor's experience in the operation of the SHOP, its related services and shall include actual resources devoted to the operation of the system.

Training

As requested by AHIM, but approximately five (5) months prior to the end of the contract or any extension thereof, the Contractor shall begin training the AHIM staff or the staff of its designated agent in the operation of the SHOP. Such training must be completed at least three (3) months prior to the end of the contract or any extension thereof.

4.12.1.2 Execute Turnover

Provide Turnover Services

At the request of AHIM, but approximately on the scheduled turnover date, the Contractor shall transfer all technical and functional services to AHIM or its appointed agent. The Contractor must transfer to AHIM or its appointed agent, as needed, all program code listings and a copy of the SHOP and related services required for AHIM or its appointed agent to resume operations of the SHOP, including:

- All necessary data and reference files on electronic media;
- All production computer programs on electronic media;
- Job scripts on electronic media;
- Data entry software;
- All other documentation, including user and operation manuals needed to operate and maintain the system on portable media using AHIM approved software;

- Procedures for updating computer programs, job scripts, and other documentation;
- All operations logs, process summaries, and documents completed during the contract, in a medium and format specified by AHIM at transition;
- Hardware configuration diagram showing the relationship between all data processing and communication equipment necessary to operate the SHOP and related services, including local area networks, support networks, control units, remote entry devices, storage devices, printers, control units, and data entry devices; and,
- All system macros used for data entry or system modification functions.

By approximately four (4) months prior to the end of the contract the Contractor must provide updates to replacements for all data and reference files, computer programs, and all other documentation required by AHIM or its appointed agent to run acceptance tests.

The Contractor shall agree to assist AHIM or its appointed agent in understanding the intricacies of the functional and technical operations of the SHOP to ensure that AHIM or an appointed agent may resume operations seamlessly with no interruption in the event that turnover is required.

Turnover Results Report

Following turnover of operations, the Contractor shall provide AHIM with a turnover results report that details the completion and results of each step of the turnover plan. The turnover results report shall also certify that the Contractor shall be responsible, must correct at no cost any malfunctions that were determined to have existed in the system prior to turnover or which were caused by a lack of support at turnover, as may be determined by AHIM.

4.12.2 Turnover Deliverables

The Contractor shall prepare the following deliverables in support of Turnover activities:

- Turnover plan;
- SHOP and related service system requirements statement; and,
- Turnover results report.

4.12.3 Turnover Responsibilities

Table 4-12: Contractor and AHIM Enhancements Responsibilities

Contractor Responsibilities	AHIM
• Develop and deliver DEDs for all deliverables as defined in this RFP	• Review all DEDs and provide feedback • Approve all DEDs prior to the Contractor developing deliverables
• Develop, deliver, maintain and execute all deliverables as defined in this RFP	• Review all draft deliverables and provide feedback

Contractor Responsibilities	AHIM
	• Approve all deliverables prior to development

5   REQUIREMENTS

5.1   General

This section will provide an overview of the business and system requirements that a Bidder and/or solution must meet for the Arkansas Health Insurance Marketplace.

As described in *Section 4: Scope of Work* above, AHIM is soliciting a comprehensive solution that will facilitate the core business functions of the SHOP Marketplace. AHIM anticipates the solutions proposed in response to this RFP will provide evidence as to how the solution will address the detailed requirements matrices provided in *Appendix G, Appendix H,* and *Appendix I.* Bidders must provide a detailed description of the functional and technical design of the proposed solution. This response, in addition to the responses required in *Appendix G, Appendix H,* and *Appendix I,* will be used as the basis for AHIM to evaluate the fit and desirability of the solution for its needs.

To establish its SHOP Health Insurance Marketplace, AHIM seeks a modern, modular, and web-based portal solution accessible to Marketplace customers and stakeholders integrated with back office functionality necessary to support AHIM's business operations. In order to facilitate the greatest level of access possible and to facilitate a customer-oriented focus, the Marketplace solution is expected to be available twenty four (24) hours a day, seven (7) days a week. AHIM desires a system that is user friendly and supports the principles of the Medicaid Information Technology Architecture (MITA) and open standards wherever possible. Service-Oriented Architecture (SOA) should be utilized to allow for separate external systems to communicate using shared services through a common architecture. In addition, the proposed solution must ensure that primary application functions and data are available via industry standard Application Programming Interfaces (APIs).

5.2   Functional Requirements

The proposed solution must support a wide-range of business processes. The section below details a description of each core Marketplace component and AHIM's proposed approach. Bidders are expected to provide detailed descriptions of how their solutions will perform the business functions and adhere to AHIM's overall vision.

5.2.1   SHOP Marketplace Eligibility and Enrollment

The SHOP eligibility and enrollment business area consists of business processes and functional requirements for enrolling SHOP employers and employees, plan selection, renewing enrollment, and conducting enrollment reports. The SHOP solution must provide robust insurance shopping tools to both employers and employees to enable them to make informed choices about their health insurance needs including functionality to support employer plan selection and premium cost calculations, as well as functionality to manage employee rosters. For employees of SHOP Marketplace participants, the solution must provide insurance marketplace tools that enable employees to make informed purchasing decisions about their employee sponsored health insurance.

5.2.2   Plan Management

The plan management business area consists of the business processes and requirements for certifying, monitoring, renewing, managing the withdrawal of QHPs and the issuers that offer these plans. AID is statutorily responsible for managing most aspects of the certification and monitoring processes for QHPs. AHIM and AID are close partners in the fulfillment of the plan management functions of the Marketplace. As such, the proposed solution must be able to integrate with AID products including SERFF, in carrying out Plan Management functions. The SERFF system will be utilized for plan submission, review, and AID certification. This system's role in the Plan Management process will be to facilitate the certification agreement process and store plan management data which will be available to Marketplace customers in the Marketplace.

5.2.3   Financial Management

The financial management business area includes financial management components (billing, receivables, general and subsidiary ledgers, premium aggregation, reporting, and reconciliation) that will be required to operate the SHOP Marketplace. In addition, it includes functionality to support the management of issuer user fees. AHIM intends to utilize an accounting system separate from this solution; however this system will need to provide data to support Marketplace accounting activities.

5.2.4   Consumer Assistance

The proposed solution will provide a range of functionality to support efficient and effective consumer assistance to facilitate the process of enrolling in health coverage and support SHOP Marketplace consumers. This includes customized interfaces necessary to provide specific functionality to Marketplace personnel, Agents and Brokers.

5.2.5   Reporting and Noticing Functions

The system should include business analytics functionality to allow AHIM users to generate standard reports, create dashboards of key data measurements, as well as manipulate and analyze data needed to support ongoing program evaluation and improvement. It should include necessary reporting and notifications functions to support communication with its consumers, as well as federal requirements and the operations of the SHOP Marketplace.

5.2.6   Web Portal/User Interface

The Marketplace portal will provide a customer experience similar to that experienced by internet customers of top commercial service and retail companies. It will also provide consumers self-service access to a wide range of functionality to support obtaining health insurance in the most automated manner possible.

5.3 Operational Requirements

5.3.1 Consumer Support Center

The SHOP Marketplace solution to be proposed by bidders will include the capabilities to operate a contact center to support the consumers of the SHOP Marketplace through a number of different channels including the telephone, web chat, and e-mail. Bidders will be expected to propose a solution that includes the technology, infrastructure, and staffing needs to satisfy AHIM's requirements, while addressing the applicable sections of the Scope of Work and Service Level Agreements.

5.3.2 Financial Management Operations

The SHOP Marketplace solution to be proposed by bidders will include the capabilities to provide operational services to manage the premium aggregation process. This will include the invoicing and premium payment process with employers, the remittance of premium payments to carriers, and the resolution of any billing discrepancies or issues with either party. The bidder will also be responsible for calculating and retaining AHIM's user fee portion of the premium payments to carriers and remitting those funds to AHIM. Bidders will be expected to propose a solution that includes the technology, infrastructure, and staffing needs to satisfy AHIM's requirements, including the applicable sections of the Scope of Work and Service Level Agreements.

5.4 Technical Requirements

The Bidder must provide a technical overview of its proposed technical solution in accordance with the standards governing Health Insurance Marketplaces. The Bidder must describe the overall architecture of its proposed solution including the system's adherence to industry standard hardware, software, security, and communications protocols. The description must include the internal architecture, as well as how it enables system changes and new user requirements. The description should include points of interface with external systems. Bidders should also describe how components of the software solution and architecture are kept current and supported to avoid becoming obsolete.

The bidder will describe how the proposed solution meets AHIM's specified Technical Requirements provided in *Appendix I*. These requirements include, but are not limited to, identity access and management, system hosting, as well as continuity of operations and disaster recovery.

The Bidder must describe how the proposed solution complies with policies requiring that Websites provide specific usability features for individuals with disabilities and how the proposed solution provides multiple modalities for consumers to access a world-class experience when interacting with the Marketplace.

The Bidder must describe how the proposed solution complies with the CMS seven standards and conditions and associated data transmission protocols and security standards as described in the *CMS' Enhanced Funding Requirements: Seven Conditions and Standards* released in April 2011 (http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf).

For each subcontracted component, the Bidder should include a detailed explanation of how the various components work together, including data interchange, workflow automation, and reporting across

components. The Bidder shall provide detailed information regarding the level and type of integration required for any subcontracted functional components comprising the proposed solution. The Bidder shall also provide all information regarding whether and to what degree the proposed set of components has been previously successfully implemented as described.

The Bidder must describe how its system ensures security for Internet access, including recommended maintenance and upgrade strategies.

Any third party software used within the system for which the Marketplace would need to obtain licenses must be defined by the Bidder. AHIM requires the Bidder to include its costs for all third-party software and associated licenses in the cost proposal. The Bidder must indicate what third party software products and version levels are currently supported and required for the proposed system. The Bidder must state and ensure that the proposed system, system configuration and solution do not require hardware, operating system, or other components that are no longer licensed and/or supported. The Bidder should also describe how the third party software is kept current.

5.4.1   Solution Compliance with Federal and Other Applicable Standards

In the proposal the Bidder should indicate to what degree the proposed solution is compliant with the standards listed below.

IT system development projects supported through the Marketplace should comply to the fullest extent possible with standards in wide use within the United States' health system and with standards endorsed or adopted by the United States' Secretary of Health and Human Services (HHS). The Bidder must confirm its solution's compliance with all the standards listed in the most current version CMS HHS Guidance for Marketplace and Medicaid IT Systems. The Bidder's proposed solutions must comply with the applicable representative standards below. The Bidder should address its compliance with the standards in the narrative part of the response to this RFP.

5.4.1.1   Health Insurance Portability and Accountability Act

Per federal guidance, IT projects undertaken by States in support of the ACA should comply with all relevant HIPAA standards, including protection of personal health information. In response to this RFP, the Bidder must describe how the proposed solution supports the application of appropriate controls to provide security and protection of enrollee as well as patient privacy. The Bidder must include details regarding compliance with HIPAA, national standards for electronic health care transactions and code sets, unique employee and provider identifiers, and security and privacy of individually identifiable health information. A statement declaring that the Bidder complies with HIPAA is not sufficient.

5.4.1.2   National Information Exchange Model

One of the chief recommendations from the Health IT (HIT) Policy Committee and the HIT Standards Committee per sections 1104 and 1561 of the ACA is that States collaborate using NIEM and unified forms to facilitate the enrollment process, common data exchange, develop interoperable secure standards and protocols for enrollment. AHIM intends to utilize the NIEM for interactions with federal verification

sources and with State systems, as applicable. The Bidder must describe how the proposed solution enforces and implements NIEM standards as part of its system deployment.

5.4.1.3 System Development Life Cycle (SDLC) Frameworks

The Bidder shall follow standard industry SDLC frameworks and practices, including early and continuous delivery of error-free, fully tested software, regular collaboration between business subject matter experts and developers, as well as iterative functionality reviews to assure that AHIM's business needs are met. During development and implementation, the Bidder will support and participate in the applicable Exchange Life Cycle (ELC) reviews with CMS/CCIIO, including leading the development of ELC artifacts, presentation materials, and presentations to CMS/CCIIO.

For an explanation of this process, please reference the CMS's most recent guidance related to the Exchange Life Cycle and governance process. The Bidder may be asked to support additional gate reviews as described in the ELC, as applicable.

CMS requires a formal process for each review with required products and deliverables to determine project completeness. The Bidder shall supply all appropriate documentation to support the relevant project stage gate review and shall be provided at least three (3) weeks prior to the CMS review. The Bidder may be required to assist in formal reviews and presentations to CMS personnel.

5.4.1.4 Accessibility

Per CMS Guidance, enrollment and eligibility systems should be designed to meet the diverse needs of users (e.g., consumers, state personnel, other third-party assisters) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those that use assistive technology. The Bidder must describe: 1) how the proposed solution complies with policies requiring that Websites provide specific usability features for individuals with disabilities; 2) how the proposed solution provides multiple modalities for consumers to access a world-class experience when interacting with the Marketplace; and 3) if the user interface of the proposed solution is Sections 508 and 405 compliant and adheres to the W3C Web Content Accessibility Guidelines.

6 TECHNICAL PROPOSAL REQUIREMENTS

6.1 Introduction

AHIM discourages overly lengthy and costly Technical Proposals; therefore, brochures or other presentations, beyond those sufficient to present a complete and effective proposal, are not desired. Elaborate artwork or expensive paper is not necessary or desired. Audio and/or videotapes are not allowed. Technical Proposals including audio or videotapes will be deemed non-responsive and rejected. In order for the Proposal Review Team to evaluate proposals completely, the Bidder must follow the format set out below to provide all requested information. The use of tabs as specified below is required.

The format and content requirements for each section of the Technical Proposal are described below. The Technical Proposal shall include complete responses to all required items listed under each heading. Without providing overly lengthy descriptions, the Technical Proposal must provide clear descriptions and/or responses so that the Proposal Review Team members can adequately evaluate the Bidder's response and intent. The Bidder is mandated to follow the defined format outlined at *Section 6.2*. At its sole discretion, AHIM may request written clarification to a Bidder's response in the Technical Proposal to better assist the Proposal Review Team members in evaluating the Bidder's response and intent.

6.2 Format of Proposal

Bidders' Proposals must include the components detailed in this section. No partial bids will be accepted. Any bids submitted that are deemed to be incomplete may be rejected by AHIM.

Bidders' Proposals must be received by AHIM on the date and time specified in *Table 2-1: Procurement Schedule* in *Section 2: RFP Schedule and Procurement Process*.

Table 6-1: Formatting Requirements

Subject	Requirement
Paper Size	8½ X 11 inch paper (letter size) and double-sided. While the appearance of proposals is important and professionalism in proposal presentation should not be neglected, the use of non-recycled, non-recyclable or glossy materials is discouraged.
Font	Text font must be no smaller than 12 points. Tables and Figures may be in smaller font but must be legible.
Spacing	Proposals must be single-spaced.
Cover Page	The cover page of each Proposal document must include the following information: • Name and address of the Bidder • Date of submission • Title
Binding	3-Ring Binder(s) of appropriate size(s) for bidder's proposal
Page Limit	Although there are no page limits, Bidder should limit the amount of extra material they submit.

Subject	Requirement
Number of Proposals	Bidder will submit two (2) Proposals including: • One (1) Technical Proposal • One (1) Cost Proposal
Number of copies	Technical Proposal: • One (1) original hard copy and ten (10) identical copies of the original, each in a three-ring binder with tabbed sections • Ten (10) electronic copies (flash drive) Cost Proposal: • One (1) original hard copy and two (2) identical copies of the original, each in a three-ring binder with tabbed sections • One (1) electronic copy (flash drive)
Shipment	All Proposals must be sealed and addressed to: John Norman Director of Operations Arkansas Health Insurance Marketplace 1501 N. University, Suite 970 Little Rock, AR 72207 Phone: 501-313-4197
Delivery Method	The following hard copy Proposal delivery methods are acceptable: • U.S. Mail: Bidders are cautioned that it is their responsibility to mail Proposals in sufficient time to ensure receipt by the AHIM prior to the Proposal due date and time. • Express Delivery: If bids are being sent via an express delivery service, Bidders are responsible for clearly designating the Proposal delivery contact and address, including telephone number, on the outside of the delivery envelope or box. • Hand Delivery: Hand-carried bids shall be delivered to John Norman at the address above prior to the Proposal due date and time. AHIM will not accept Bidder Proposals submitted by e-mail or fax.
Envelope Contents and Labeling	Technical Proposals and Cost Proposals must be sealed in separate envelopes or boxes within the "Sealed Bid." Proposals should be clearly marked "SEALED BID" and should include the following items: • Indicate if it is the Technical or Cost Proposal; • Title; • Proposal Due Date; and, • Name of the Bidder.

Subject	Requirement
Flash Drive	The Technical Proposal and Cost Proposal must be provided on separate flash drives; they must be placed in the envelope with the original copy of each Proposal. The Technical Proposal must be submitted as Microsoft Office (Word, Excel, and PowerPoint) format or Portable Document Format (PDF) files. Files shall not be password-protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents.
Request for Confidential Treatment	Requests for confidential treatment of any information in a Proposal must be communicated in writing to AHIM by providing a redacted copy of the bidder's proposals. The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder, so pricing information may not be designated as confidential material.
Exceptions to RFP / Contract Language	If the Bidder objects to any term or condition of the RFP, exceptions must be submitted on the form in *Appendix K* and noted in the *Transmittal Letter*. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by AHIM, in its sole discretion, resulting in possible disqualification of Bidder. AHIM reserves the right either to execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of AHIM would be served.

6.3   Tab 1 – Transmittal Letter

To be considered, the Proposal must be accompanied by a Transmittal Letter on company letterhead, signed in blue ink by an official of the bidding organization authorized to bind the Bidder to the provisions of the proposal. The signed Transmittal Letter must be included in the proposal marked ORIGINAL. It must include a statement that any contract terms spelled out in this RFP would be acceptable if a contract were awarded. The Transmittal Letter shall also include:

A. A statement indicating that the Bidder is a corporation or other legal entity;
B. A statement confirming that the Bidder is registered to do business in the State of Arkansas and providing its corporate charter number to work in the State of Arkansas;
C. A statement identifying the Bidder's federal tax identification number;
D. A statement identifying any prior solution project where the Bidder was terminated before the final solution was operational;
E. A statement that no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal;
F. A statement that the Bidder has or has not retained any person or agency to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or other contingent arrangement except as disclosed in the Bidder's proposal;
G. A statement of Affirmative Action, that the Bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability;

H. A statement that no cost or pricing information has been included in the Transmittal Letter or any other part of the Technical Proposal;

I. If issued, a statement identifying by number, date, and acceptance of all amendments to this RFP issued by AHIM that have been received by the Bidder;

J. A statement that the Bidder has read, understands, and agrees to all provisions of this RFP without reservation;

K. Certification that the Bidder's offer will be firm and binding for 180 days from the proposal due date;

L. A statement naming any outside firms responsible for writing the proposal;

M. All proposals submitted by corporations must contain certifications by the secretary, or other appropriate corporate official other than the corporate official signing the Technical Proposal, that the corporate official signing the Technical Proposal has the full authority to obligate and bind the corporation to the terms, conditions, and provisions of the Technical Proposal;

N. All proposals submitted must include a statement that the Bidder presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services under this Contract, and it shall not employ, in the performance of this Contract, any person having such interest; and,

O. If the proposal deviates from the detailed specifications and requirements of this RFP, the Transmittal Letter must identify and explain these deviations. AHIM reserves the right to reject any Technical Proposal containing such deviations or to require modifications by the Bidder before acceptance.

The Transmittal Letter must also be accompanied by the "Vendor Information Sheet" (*Appendix A*) containing the following:

1. Name of the company or individual;
2. Mailing address;
3. Street address (for FEDEX or other mail service);
4. Name and title of person who would sign the contract;
5. Name and title of the company contact person (if different); and,
6. Contact person: direct telephone number, fax number & email address.

The Transmittal Letter must also be accompanied by a letter from each subcontractor, signed by an individual with the authority to bind the company, that 1) affirms the subcontractor's participation in the bid as a subcontractor, 2) describes the subcontractor's understanding of their role(s) and responsibilities, and 3) estimates the amount of revenue that will flow to the subcontractor if the Bidder's Proposal is accepted.

6.4 Tab 2 – Mandatory Requirements Checklist

Bidders must complete and submit a Mandatory Technical Proposal Submission Requirements Checklist. The template for the Mandatory Technical Proposal Requirements Checklist is included in *Appendix C*.

6.5   Tab 3 – Executive Summary

The Executive Summary shall summarize and highlight relevant contents of the Proposal to provide AHIM and the Proposal Review Team with a broad understanding of the Bidder's Technical Proposal. The Executive Summary shall clearly and concisely highlight the contents of the Technical Proposal.

Bidders should summarize how their Proposal meets the requirements of this RFP, how the Bidder's Proposal is best suited to meet the goals and objectives of AHIM as understood by the Bidder, and why the Bidder is best qualified to perform the work required. The Executive Summary shall highlight the Bidder's:

- Understanding of the project, project management approach, and commitment to successfully performing all project activities;
- Qualifications to serve as the prime Contractor for the project;
- Overall approach to the project, including highlights of the proposed Solution, Work Plan, Schedule, Staffing, and approach to activities included in the scope of services;
- Project challenges, risks, and suggested mitigation strategies; and,
- Summary of the contents of the Proposal.

6.6   Tab 4 – Corporate Experience

This section will provide a description of the content that must be contained in the Company Background section of the Technical Proposal. This description will include:

- Company Background;
- Company Experience;
- Corporate References; and,
- Company Financial Condition.

Bidders must provide a detailed summary of Bidder and subcontractor experience including company background. The Bidder must provide a concise, but thorough description of its relevant experience, capabilities, and verifiable successes. The Bidder must also provide this information for its subcontractors as well. The material shall be presented for the Bidder first and subsequently for any subcontractor(s) in order of the size (i.e., revenue) of their role in the project.

6.6.1   Company Background

The Bidder must detail the background of the corporation, its size, and resources, including:

- Date established (for a corporation);
- Location of the principal place of business;
- Location of the submitting entity, if different;
- State of incorporation;
- Ownership (e.g., public company, partnership, subsidiary);
- Average number of employees for each of the last three years;

- Number of personnel currently engaged in project operations across the company;
- Performance history and reputation;
- Current products and services; and,
- Professional accreditations pertinent to the services provided by this RFP.

The Bidder shall also furnish this information for any subcontractor(s).

6.6.2   Company Experience

The Bidder must confirm and describe their experience as it relates to the activities outlined in this RFP describing relevant experience within the last five (5) years. The Bidder's statement should, among other things, include descriptions of the relevant work the Bidder has previously executed; how the Bidder will apply the experience in previous work to the requirements of the work being solicited in this RFP; and the form(s) of expertise the Bidder will bring to the project.

Description of contract scope and Bidder activities, noting similarities and differences with the AHIM scope of work in terms of size, scope, and complexity, including annual and total contract amounts should be included.

The Bidder should also indicate during which previous projects (if any) they have partnered with their subcontractors.

The Bidder shall also furnish this information for any subcontractor(s).

6.6.3   Corporate References

The Bidder must include a minimum of three (3) corporate references from three (3) separate projects during the last three (3) years that detail its experience in completing the activities similar to those described in this RFP. References should be submitted on the form included in *Appendix D*.

AHIM reserves the right to conduct checks of Bidder references, by telephone or other means, and evaluate the Bidder based on these references. It is the Bidder's responsibility to ensure that every reference contact (or a designated backup contact) is available during the evaluation period.

In addition, Bidders must provide the following information in this section:

- A list of prior and existing contracts or agreements that the Bidder has entered into with the State of Arkansas.
- If, at any time during the past three (3) years, the Bidder has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, the Bidder must fully describe each termination and include the name, address, and telephone number of the contracting party and describe the circumstances surrounding the termination. If no such early terminations have occurred in the past three (3) years, the Bidder should include a statement to that effect.

The Bidder shall also furnish this information for any subcontractor(s).

6.6.4   Company Financial Condition

The Bidder must demonstrate that its organization is in sound financial condition or that appropriate corrective measures are being taken to address and resolve any identified financial problems. The Bidder shall provide financial information in such a manner that AHIM can reasonably formulate a determination about the stability and financial strength of the organization. This must include company size, organization, date of incorporation, ownership, number of employees, and revenues for the previous three (3) fiscal years. Additionally, audited financial statements for the contracting entity shall be provided for each of the last three (3) fiscal years, including at a minimum:

- Statement of income;
- Balance sheet;
- Statement of changes in financial position during the last three (3) years;
- Statement of cash flow;
- Auditors' reports;
- Notes to financial statements;
- Any contractual termination within the past three (3) years; and,
- Summary of significant accounting policies.

The Bidder must also disclose any and all judgments, pending or expected litigation, or other real potential financial reversals that might materially affect the viability or stability of the Bidder's organization; or certify that no such condition is known to exist. AHIM reserves the right to request any additional information to assure itself of a Bidder's financial status.

In the event a Bidder is either substantially or wholly owned by another corporate entity, the Bidder must also include the same information for the parent organization and a statement that the parent will unconditionally guarantee performance by the Bidder in each and every term, covenant, and condition of such contract as may be executed by the parties.

Any proposed subcontractor whose percentage of work to be performed (measured as percentage of total contract price) equals or exceeds twenty (20) percent must submit the required information as well.

Additional financial information may be requested during the evaluation process.

6.7   Tab 5 – Organization and Staffing Plan

The Organization and Staffing section shall include: 1) project team organization; 2) charts of proposed personnel and positions; and 3) identification and resumes of key personnel, as required in this RFP. The Bidder shall acknowledge the requirement that certain key personnel are required to be located in Little Rock, Arkansas through the duration of their assigned responsibilities. Key personnel must include, at a minimum, one full-time person for each of the following positions:

- Account Manager;
- Project Manager;
- DDI Manager;
- Operations Manager;
- Test Manager; and,
- Privacy and Security Manager.

Additional knowledgeable staff as deemed necessary by the Bidder to fulfill the roles and responsibilities for all phases of the project, including each major activity as listed in *Section 4: Scope of Work*, shall also be discussed. The Bidder shall acknowledge that key personnel are not to be replaced, substituted, or removed from the position and/or phase proposed without explicit approval from AHIM. Any attempt by the Bidder to replace, substitute, or remove key personnel as proposed without approval from AHIM may result in AHIM invoking its rights under *Section 9.5: Performance Standards and Associated Liquid Damages* and/or nullification of contract award.

6.7.1   Organization

The organization charts shall show staff organizational structure, including the project team reporting structure and the reporting structure inside the organization for the members of the proposed project team including management, key personnel, and other resources:

- Organization and Staffing during each phase as described in this RFP;
- Percentage of time that key personnel are expected to be dedicated to each phase of the project;
- Fulltime, part-time, and temporary status of all employees;
- Explanation for any individual assigned to share responsibilities between key personnel positions and/or phases of the project; and,
- Planned use of any subcontractors.

The Bidder shall make every effort to fill key personnel positions with fulltime staff. In the event that the Bidder proposes a subcontractor as key personnel, AHIM may retain their refusal right for each subcontractor proposed as key personnel.

6.7.2   Responsibilities

Responsibilities and the anticipated roles of key personnel shall be identified for all phases of the Contract. All proposed key management, including definitions of their responsibilities during each phase of the Contract, should be included.

6.7.3   Resumes

The Bidder must submit resumes of all proposed key personnel identified in its proposal. Resumes should be provided in the format shown in *Appendix E*.

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.

6.7.4 Staff References

The Bidder must submit three (3) references for each proposed key personnel. Each reference should be prepared to give information on the individual's experience and competence. References should be in the format provided in *Appendix F*.

6.8 Tab 6 – Project Management and Control

Bidders must include a Project Management and Control section that includes a summary description of the methodology to be used in planning and control of the project, project activities, and progress reports. Specific explanation must be provided if solutions vary from one phase to another. This section should include the Bidder's:

- Project management approach tasks;
- Project control tasks;
- Manpower and time estimating methods;
- Sign-off procedures for completion of all deliverables and major activities;
- Management of performance standards, milestones and/or deliverables;
- Anticipated problem areas and the approach to management of these areas, including loss of key personnel, and/or loss of technical personnel;
- Project status reporting, including examples of types of reports;
- Approach to AHIM's interaction with contract management staff; and,
- Other Contractor responsibilities set forth in this RFP.

In addition, the Bidder must provide a description of the approach to completing the Bidder's responsibilities and producing the project management deliverables as described in this RFP.

6.9 Tab 7 – Work Plan

Bidders must provide a Work Plan and Schedule that includes:

- Detailed descriptions of the major activities, tasks, and subtasks necessary to accomplish the requirements of this RFP;
- Identification of the responsible party (AHIM or the Bidder) for each major task and activity;
- Discussion of the flexibility of the Work Plan to meet changes in program requirements and cope with delays should they occur; and,
- Discussion of any proposed delayed or phased implementation of functionality after October 15, 2015.

6.10   Tab 8 – Approach

The Bidder must address the Bidder's approach to completing all activities described in *Section 4: Scope of Work*. The Bidder's Proposal must include the following subsections:

- Project Initiation;
- Project Management and Control;
- Design;
- Development;
- Testing;
- Implementation;
- Migration;
- Maintenance and Operations;
- Outsourced Operations;
- Enhancements; and,
- Turnover.

For each phase, the Bidder must describe their methodology to achieve all tasks and complete all deliverables. The Bidder may suggest alternative tasks and/or deliverables, provided they explain their reasoning and any associated ramifications. They are also encouraged to identify any major risks associated with completing each phase on time and describe their corresponding mitigation strategies.

Any tasks to be completed by the subcontractor must be identified.

6.11   Tab 9 – Functional Requirements

The Bidder must include a completed *Appendix G* Functional Requirements Matrix within its Proposal. The instructions are included in each section. The Bidder must also confirm that each requirement is included in the price included within the Cost Proposal.

6.12 Tab 10 – Operational Requirements

The Bidder must include a completed *Appendix H* Operational Requirements Matrix within its Proposal. The instructions are included in each section. The Bidder must also confirm that each requirement is included in the price included within the Cost Proposal.

6.13   Tab 11 – Technical Requirements

The Bidder must include a completed *Appendix I* Technical Requirements Matrix within its Proposal. The instructions are included in each section. The Bidder must also confirm that each requirement is included in the price included within the Cost Proposal.

6.14   Tab 12 – Privacy and Security

The Bidder must provide a description of its approach to and requirements around privacy and security. It should outline the requirements for ensuring that the Bidder describes their approach to ensure proper Privacy and Security mandated by AHIM, the State of Arkansas, and federal regulations.

6.15   Tab 13 – Assumptions, Qualifiers and Constraints

The Bidder must indicate any assumptions made in submitting their Proposal. If no assumptions are included, the Bidder shall make a statement to that effect.

7 COST PROPOSAL REQUIREMENTS

7.1 General

The Bidder must submit one (1) original hardcopy Cost Proposal and two (2) copies. The Cost Proposal must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.). The original hardcopy of the Cost Proposal must contain original signatures in blue ink and be clearly marked as "Original Cost Proposal." The Cost Proposal should also include one (1) electronic copy in Microsoft Office (Word, Excel, and PowerPoint) format or Adobe Acrobat Portable Document Format (PDF) saved to a flash drive.

Pricing will be considered under separate scoring criteria than the Technical Proposal.

7.2 Cost Proposal Content

The Bidder's Cost Proposal shall consist of the following sections, separated by tabs:

- Executive Summary; and,
- Price Sheets.

Price Sheets will be submitted as part of the Cost Proposal. The Bidder will propose firm pricing on each Price Sheet.

7.2.1 Executive Summary

The Bidder's Cost Proposals must include an Executive Summary no more than three (3) pages long. The Executive Summary should summarize and highlight relevant contents of the Cost Proposal for AHIM and provide a broad understanding of the Bidder's Pricing Approach. The Executive Summary should include a statement certifying that all pricing information presented as part of the Proposal is in U.S. dollars and that all required cost information is enclosed. It should also provide an attestation consistent with *Section 9.6: Cost or Pricing Data.* It must be signed by an individual authorized to legally bind the Bidder.

7.2.2 Pricing Sheets

Four (4) worksheets compose the set of Price Sheets that will be provided to AHIM. The worksheets are:

- Total Proposed Pricing (Price Sheet A);
- Total for Design, Development, and Implementation (DDI) Deliverables (Price Sheet B);
- Total for Maintenance and Operations (M&O) Deliverables (Price Sheet C); and,
- Hourly Rate Sheet by Position and Calendar Year (mandatory but not evaluated).

Templates for Pricing Sheets are included in the tables below. Additional (mandatory) tables (Hourly Rates and pricing for extended consumer support activities) have been included to allow AHIM to gather additional information and insight into the Cost Proposals provided by Bidders. If any variations exist between the summary sheets and other sheets and tables and no clarification appears, the summary pricing sheets will prevail.

7.2.2.1 Total Proposed Pricing

Bidders must submit the Total Proposal Price on Price Sheet A. The Total Proposed Pricing will include the sum of the following sheets:

- Total for Design, Development, and Implementation (DDI) Deliverables (Price Sheet B); and,
- Total for Maintenance and Operations (M&O) Deliverables (Price Sheet C).

7.2.2.2 Design, Development, and Implementation Pricing

On Price Sheet B, Bidders must submit a firm fixed price for sum total of all design, development, and implementation deliverables described in Section 4 of the RFP. Bidders must categorize their pricing for this project phase into the categories shown in the table on Pricing Sheet B. Throughout the DD&I phase, AHIM and the Contractor agree that failure by the Contractor to produce deliverables within established timelines results in a loss to AHIM. If the Contractor fails to meet the timelines identified and agreed upon in the Contract resulting from this RFP, the Contractor is required to provide a corrective action plan, no later than three (3) days after the missed timeline. AHIM may invoke its rights under *Section 9.5: Performance Standards and Associated Liquidated Damages.*

7.2.2.3 Maintenance and Operations Pricing

On Price Sheet C, Bidders must submit a firm fixed price for the sum total of all maintenance and operations deliverables described in Section 4 of this RFP per contract year. Bidders must categorize their pricing for this project phase into the categories shown in the table on Pricing Sheet C. The Marketplace's Maintenance and Operations Price includes the core services for maintenance and operation of the Solution as defined in *Section 4: Scope of Work.*

7.2.2.4 Hourly Rate Sheet by Position and Calendar Year

On Price Sheet D, Bidders must submit a rate card for key personnel positions as well as any other positions the bidder wishes to define for future enhancement work.

7.2.3 Pricing for Extended Consumer Support Services

AHIM anticipates that there may be times where consumer support services, specifically the consumer support center and financial management operations, may need to operate beyond the standard defined hours of operation. Bidders must submit pricing information on what the additional support would cost, which may be used at AHIM's discretion if the need for extended hours arises. Bidders are asked to provide these costs represented as an all-inclusive per hour charge. These costs will not be included within the evaluated price.

PRICE SHEET A: TOTAL PRICING

Description	X Year Total
DDI (Price Sheet B)	$0
M&O (Price Sheet C)	$0
Total Price	**$0**

PRICE SHEET B: DESIGN, DEVELOPMENT, AND IMPLEMENTATION (DDI)

Description	Price
Personnel and Labor	$0
Hardware	$0
Software	$0
IT Infrastructure Development	$0
Travel	$0
Other Items (Please Explain)	$0
Other Items (Please Explain)	$0
Other Items (Please Explain)	$0
Total	***$0***

PRICE SHEET C: MAINTENANCE AND OPERATIONS (M&O)

Description	CY 2015	CY 2016	CY 2017	CY 2018	Total
Personnel and Labor (Base M&O Hours)	$0	$0	$0	$0	$0
Personnel and Labor (Pre-Paid Modification/Enhancements – 30,000 hrs.)					$0
Hosting Services	$0	$0	$0	$0	$0
Hardware	$0	$0	$0	$0	$0
Software	$0	$0	$0	$0	$0
Interface Maintenance	$0	$0	$0	$0	$0
Travel	$0	$0	$0	$0	$0
Consumer Support Center	$0	$0	$0	$0	$0
Financial Management	$0	$0	$0	$0	$0
Other Items (Please Explain)	$0	$0	$0	$0	$0
Other Items (Please Explain)	$0	$0	$0	$0	$0
Total	*$0*	*$0*	*$0*	*$0*	*$0*

PRICE SHEET D: HOURLY RATE SHEET BY POSITION AND CALENDAR YEAR

This section will not be scored as part of the evaluation.

Project Title	CY 2015	CY 2016	CY 2017	CY 2018
Project Manager				
DDI Manager				
Test Manager				
Operations Manager				
Privacy and Security Manager				
Other				
Other				
Other				
Other				
Other				
Other				
Other				

7.3 Proposed Implementation Payment Schedule

The table below presents a sample of AHIM's intended payment approach and structure during the Design, Development, and Implementation phase of the project. Depending upon the methodology and work plan proposed by bidders this schedule may be subject to change. The percentages represent the proportion of the DDI costs bid in Price Sheet B.

PAYMENT SCHEDULE

SOW Section	Description	Deliverables	Payment Schedule
4.2.1	Organization and Staffing	• Staffing Plan for each phase of the project that addresses staffing requirements, including providing resumes of key personnel, project roles, project responsibilities, resource allocation, staff reporting/organizational structure, and staffing changes throughout the project lifecycle • Identify subcontractors in key personnel positions	2.5%
4.2	Project Initiation	• Deliverable Expectation Documents (DEDs) • Project Management Plan outlined in *Section 4.3.1.3* • Weekly status reports outlined in Section *4.3.1.4* • Project Status Meeting Agendas and Minutes; • AHIM Board reporting, as requested; • Release Plan •	2.5%
4.4	Design	• Deliverable Expectation Documents (DEDs) • Requirements Definition and Validation Plan • JAR session minutes • Requirements Traceability Matrix (RTM) • Requirements Specification Document (RSD) • Business Rules Document • Detailed System Design Plan • JAD session minutes • Detailed System Design Document (DSD) • Interface Control Document • Database Design Document • Data Management Plan • Disaster Recovery/Business Continuity Plan	20%
4.5	Development	• Deliverable Expectation Documents (DEDs) • SHOP Environments • SHOP Environments Plan • Unit Test Results • Updated RTM	5%

SOW Section	Description	Deliverables	Payment Schedule
4.6	Testing	• Deliverable Expectation Documents (DEDs) • Test Plan • Test Environment • System Test Cases • Final Test Report • UAT Training Plan • UAT Cases • Updated RTM	20%
4.7	Implementation	• Deliverable Expectation Documents (DEDs) • Production Environment • Authority to Operate (ATO) • Implementation Plan, including contingency plans Training plan, materials and reports • M&O Manual • Final Data Use/Data Exchange/Interconnection Security Agreement • Plan of Action & Milestones (POA&M) • Final System of Record Notice • Service Level Agreements (SLAs) • Privacy Impact Statement • System Security Privacy Plan • Information Security Risk Assessments • Final Acceptance	45%
4.8	Conversion /Migration	• Deliverable Expectation Documents (DEDs) • Migration Requirements Matrix • Migration Plan • Migration Test Results • Migration Quality Assurance Plan • Updated RTM	5%
		Total	100%

8   EVALUATION PROCESS

8.1   Evaluaton Approach

AHIM will conduct a comprehensive, fair and impartial evaluation of proposals in response to this RFP. AHIM will select the successful Bidder through a formal evaluation process established prior to the opening and evaluation of proposals. The process will remain fixed throughout the procurement cycle.

Consideration will be given to capabilities and advantages which are clearly described in each proposal, confirmed by oral presentations/interviews if scheduled, and verified by information from reference and other sources contacted by AHIM. AHIM reserves the right to contact any individuals, entities, or organizations who have had recent contracts or relationships with the Bidder to fully ascertain the Bidder's ability to execute the scope of work described in this RFP.

By responding to this RFP, all Bidders acknowledge that AHIM is working under significant time restraints and may or may not have the resources to provide a full and complete evaluation of every proposal received in response to this RFP. In that regard, AHIM reserves the right, if deemed necessary and in its sole discretion, to conduct an initial review of all proposals for the purpose of establishing a list of qualified semi-finalists. The initial review will be based on factors that are consistent with the evaluation criteria outlined in this section. In such an event, AHIM will then move forward with a complete evaluation of those proposals meeting the criteria.

8.2   Proposal Review Team

AHIM will select a Proposal Review Team that will evaluate the Technical and Cost proposals. The Proposal Review Team will provide recommendation(s) based on its review of the responses to the AHIM Board of Directors.

8.3   Evaluation of Proposals

AHIM reserves the right to reject any or all of the proposals received or to cancel this RFP, in the best interest of AHIM and/or the State of Arkansas. AHIM reserves the right to request clarifications or enter into discussions with a Bidder. AHIM also reserves the right to waive minor irregularities in proposals, providing that such action is deemed to be in the best interest of AHIM and/or the State of Arkansas. Where AHIM may waive minor irregularities, such waiver shall in no way modify RFP requirements or excuse the Bidder from full compliance with RFP specifications and other contract requirements if the Bidder is awarded the contract.

All proposals submitted will become the property of AHIM and will be considered a matter of public record after Contract negotiations are complete.

8.3.1   Phase One – Mandatory Requirements Evaluation

In this phase, each proposal will be assessed to determine if the proposal is sufficiently responsive. This process will verify that Bidder proposals were received by the specified date and time. Proposals received in a timely and appropriate manner will then be opened and reviewed.   Each proposal will be evaluated to

determine if it is complete and whether it responds to the mandatory terms and conditions in the RFP. A responsive proposal shall comply with all instructions listed in this RFP, specifically in *Section 2: RFP Schedule and Procurement Process, Section 6: Technical Proposal Requirements,* and *Section 7: Cost Proposal Requirements.*

Each proposal that is incomplete will be declared non-responsive and may be rejected with no further evaluation. AHIM will determine if an incomplete proposal is sufficiently responsive to continue to Phase Two.

8.3.2   Phase Two - Technical and Cost Proposal Evaluation

Only those proposals that pass the requirements of Phase One will be considered in Phase Two. AHIM reserves the right to waive minor variances or reject any or all proposals.

The following table shows the proposed evaluation methodology by response section within the RFP. The cost proposal will be evaluated separately and independently from the technical proposal as noted below.

Table 8-1: Evaluation Process

Proposal Category	Evaluation Proportion
Corporate Experience, Organization and Staffing, Approach to Scope of Work, Project Management and Work Plan	37.5%
Response to Functional, Operational and Technical Requirements	37.5%
Total Technical Proposal	75%
Total Cost of Ownership (Includes Implementation and Operations cost for the full base term of the contract)	25%
Total Cost Proposal	25%
Total Proposal	100%

The highest ranked bidder will be determined based on the consensus of the reviewers' analysis of the independently reviewed technical and cost proposals, factoring in the weighting levels stated above.

Any bid price determined by AHIM to be unrealistically or unreasonably low may be considered unacceptable, as such a proposal has a high probability of not being accomplished for the cost proposed. In such a case, the Bidder may be required to produce additional documentation to authenticate the proposal price.

8.4   Contract Approvals

AHIM will require that the selected Bidder participate in contract negotiations regarding the terms and conditions of the contract. Upon resolution of the final negotiations, AHIM will prepare a final contract. If for any reason AHIM and the apparent successful Bidder are unable to reach agreement on the terms and conditions of a contract, AHIM may then proceed to negotiate a contract with the next highest rated Bidder. AHIM may cancel negotiations entirely at any time at the exclusive discretion of AHIM.

The contract award is contingent upon both federal and State of Arkansas reviews and approvals and is subject to federal funding. Every effort will be made by AHIM, both before and after selection, to facilitate rapid approval. AHIM will obtain all required State and federal approvals prior to the start of work by the successful Bidder.

9 CONTRACT TERMS AND CONDITIONS

9.1 General

The Contract awarded at the end of this process shall be governed by and construed in accordance with the laws of the State of Arkansas. The Contract will include, in part, certain terms and conditions required by CMS, whether or not expressly set forth in the Contract provisions. All contractual provisions required by CMS and the ACA (including any changes) are hereby incorporated by reference. Anything to the contrary notwithstanding, all CMS and ACA mandated terms will be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contract will also be subject to any financial assistance agreement between AHIM and CMS, and all laws, regulations, guidelines, and provisions of the financial assistance agreement will apply to the Contract and will be incorporated by reference as fully set forth herein.

9.2 Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the State of Arkansas, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Arkansas. The Contractor shall comply with applicable federal, state, and local laws and regulations.

9.2.1 Conformance with Federal and State Regulations

The Contractor will be required to conform to all federal and state laws, regulations, and policies as they exist or as amended, and will be required to indemnify AHIM against any claims arising from the Contractor's non-compliance.

Any provision of the contract which is in conflict with federal ACA statutes, regulations, or CMS policy guidance is hereby amended to conform to the provisions of those laws, regulations, and federal policy. Such amendment of the Contract will be effective on the effective date of the statutes or regulations necessitating it, and will be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

9.3 Terms of Contract

This is a multi-year contract solicitation that has been deemed to be in the best interest of the citizens of the State of Arkansas by AHIM. The contract term shall begin upon execution of the Contract and shall continue its initial term for three (3) years. At the discretion of AHIM, this contract may be extended for three subsequent one year periods on a year to year basis.

The Contractor acknowledges that other unanticipated uncertainties may arise requiring an increase or decrease in the original scope of services from the Contractor awarded this contract. In the event that increase or decrease of services may be required, the Contractor agrees to negotiate in good faith and to enter into a supplemental agreement upon request by AHIM (for the additional work). The supplemental agreement may also include a respective increase or decrease in compensation.

9.3.1   Stop Work Order

The Executive Director of AHIM may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Executive Director shall either:

    A. Cancel the stop work order; or,

    B. Terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of the Contract entered into pursuant to this RFP.

9.3.2   Cancellation or Expiration of the Order

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

    A. The stop work order results in an increase in the time required for the performance of any part of this contract; and,

    B. The Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, the Executive Director decides the facts justify such action. Any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

9.3.3   Termination of the Contract

The Contract may be terminated for the reasons below.

Bankruptcy or Insolvency. AHIM may terminate this Contract, in whole or in part, in the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights or creditors.

Default. AHIM may terminate this Contract, in whole or part, whenever the AHIM determines that the Contractor has failed to satisfactorily perform its contractual duties and responsibilities. The Contractor may be given the opportunity to cure the default at AHIM's discretion.

Convenience. AHIM may terminate this Contract, in whole or part, at any time and for any reason AHIM deems such termination is in the best interest of AHIM.

Non-availability of Funds. The parties understand that the AHIM is an independent body corporate and politic established by Arkansas Code § 23-61-801 *et seq.* The obligations of AHIM are not those of the State of Arkansas. It is expressly understood and agreed that the obligation to proceed under this contract is conditioned upon AHIM's receipt of federal funds. AHIM may terminate this Contract if sufficient federal funds are not received as anticipated by AHIM.

9.3.4 Force Majeure

If a Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of major epidemic, act of God, war, civil disturbance, court order or any other cause beyond its control, the Contractor shall make a good faith effort to perform such obligations through its then-existing facilities and personnel; and such non-performance shall not be grounds for termination for default.

Neither party to this Contract shall be responsible for delays or failures in performance resulting from acts beyond the control of such party.

Nothing in this section shall be construed to prevent AHIM from terminating this contract for reasons other than default during the period of events set forth above, or for default if such default occurred prior to such event.

9.4 Payment

AHIM shall pay Contractor's invoices within 45 days of AHIM's written acceptance of the deliverables associated with any such invoice. If AHIM is unable to pay because of cash flow limitations arising from AHIM's reliance on release of federal grant funds to pay Contractor, this period shall be extended.

The Contractor shall submit an original invoice and one copy for services performed to:

Amanda Spicer
Director of Finance
Arkansas Health Insurance Marketplace
1501 North University Ave., Ste. 970
Little Rock, AR 72207

9.4.1 Payment for Design, Development, Testing, Training, Conversion/Migration, and Implementation

AHIM will pay a firm fixed price upon its completion and AHIM's written acceptance of each payment Milestone listed in *Section 7: Cost Proposal Requirements*. This list represents each and every payment deliverable for all activities described in *Section 4: Scope of Work*. Prices for each payment deliverable will be based on the Bidder's Cost Proposal as finalized in the Contract resulting from this procurement.

Ten percent (10%) of the price of each payment deliverable proposed on *Pricing Schedule B* in the Contractor's Cost Proposal as finalized in the Contract will be retained until completion and AHIM's written acceptance of all implementation activities (requirements definition, design, development, testing,

training, conversion/migration, and implementation) as stated in *Section 4: Scope of Work*. AHIM may, at its option, release the ten percent (10%) withholding of each deliverable should a payment deliverable be completed and approved prior to the schedule in the Contract or for any other reason it deems warranted.

9.4.2   Payment for Maintenance and Operations

AHIM will authorize monthly payments of the solution's Maintenance and Operations services upon approved invoices submitted by the Contractor. Maintenance and Operations payments will be contingent upon provisions for Service Level Agreements (SLAs) as described *in Appendix J* of this RFP.

Monthly payments will include the following:

- Maintenance and Operations Services – AHIM shall pay the Contractor a base annual amount for maintenance and operations of the Solution and related systems. The Maintenance and Operations Price will include hosting, operations, maintenance, and related costs. These costs shall be invoiced on a monthly basis at a rate agreed to between AHIM and the successful Bidder. The Maintenance and Operations Price shall be based on the monthly amount proposed in *Price Sheet C in Section 7: Cost Proposal Requirements* in the Contractor's Cost Proposal and finalized in the Contract resulting from this procurement.

- AHIM will reimburse the Contractor for any pass-through expenses proposed in the Cost Proposal and approved in the Contract.

9.4.3   Payments for Modification Services

Monthly Maintenance and Operations payments will include costs for modification services provided within the defined section of this RFP and *Price Sheet C* in *Section 7: Cost Proposal Requirements*. In addition, AHIM shall pay the Contractor for any additional modifications of the system that exceed the Modification Hours defined in *Price Sheet C* in *Section 7: Cost Proposal Response Requirements* to reflect additional customer-required changes as prioritized and approved by AHIM. The hourly rate for these services shall be as proposed by *Price Sheet D* in *Section 7: Cost Proposal Requirements* in the Contractor's Cost Proposal and finalized in the Contract resulting from this procurement.

9.4.4   Other Payments

No other payments will be made for deliverables or services provided under this contract without written amendment of the Contract. No separate payment will be made for Project Initiation or Services.

9.5   Performance Standards and Associated Liquidated Damages

9.5.1   Performance Damages

AHIM will pay a firm fixed price upon its completion and AHIM's approval of each payment deliverable listed under *Payment Schedule* in *Section 7.3: Proposed Implementation Payment Schedule*. This will be based on *Price Sheet A* in the Contractor's Cost Proposal, as finalized in the Contract resulting from this procurement. For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the Contract (including dates for deliverables and milestones found in the Work Plan), the Contractor

shall be liable for liquidated damages in the amount(s) of $2,500 per calendar day. Any liquidated damage amounts due and payable by Contractor pursuant to any paragraph of this Contract shall be payable, not as a penalty, but as liquidated damages representing an estimate of damages likely to be sustained by AHIM, estimated at the time of executing this Contract.

9.5.2   System Liquidated Damages

Each SLA presented in this RFP at *Appendix J* establishes the performance level expected by AHIM in a particular area. Key Performance Indicators (KPIs) are identified within each SLA and are to be measured and reported each month by the Contractor. The SLAs are:

- System Availability;
- System Performance;
- System Accuracy;
- System Security;
- Operational Problem Management;
- User Support; and,
- Staffing.

Performance Monitoring. The KPIs used to define the service levels are an adjunct to the performance standards established in *Section 4: Scope of Work*. AHIM has identified the KPIs to be key measurements of the Contractor's operational performance. Failure to achieve a KPI may, at the discretion of AHIM, result in liquidated damages.

Monthly Reporting. The Contractor is expected to monitor performance against the AHIM-specified KPIs in this document, and is to develop operational reports to demonstrate compliance with applicable KPIs. The Contractor is to submit a monthly Performance Report Card on all KPIs, regarding the prior month's performance, no later than the 10th of the month, with out-of-bounds metrics visually highlighted in the report. The Contractor may include additional information regarding SLA compliance in its report. The Contractor is to make available to AHIM, upon request, all reports or data used in the determination of SLA compliance and calculation of KPIs.

Corrective Action. When a KPI is not met, the Contractor is expected to provide AHIM with a written detailed Corrective Action Report which describes: the missed KPI, a full description of the issue, the cause of the problem, risks related to the issue, the resolution, including any failed solution implemented prior to resolution, and the proposed corrective action going forward to avoid missing the KPI in the future. Upon receipt of the report, AHIM may request a meeting to further discuss issues. The Contractor is to implement proposed corrective action only upon approval of AHIM.

Periodic Reviews. Prior to commencement of Maintenance and Operations, AHIM and the Contractor will review all KPIs to determine if revisions are needed. After the Start of Operations, similar reviews will be held periodically, upon the implementation of a change that impacts existing KPIs, or at the request of AHIM.

Information regarding performance monitoring, monthly reporting, corrective action, and periodic reviews relative to SLAs and KPIs can be found in *Section 4: Scope of Work*.

AHIM and the Contractor agree that failure by the Contractor to perform in accordance with established KPIs results in a loss to AHIM. If the Contractor fails to meet the KPIs identified in the SLAs listed in this RFP at *Section 4: Scope of Work* and *Appendix J,* AHIM may withhold payment to the Contractor through the amounts retained as a percentage of the billed amount as described in *Section: 9.4.1* or AHIM may deduct the specified amounts from the billed amount due to the Contractor for the total billed that month. Percentages or amounts are identified for each SLA in *Appendix J* to this RFP.

9.5.3   Actual Damages and Liquidated Damages

AHIM reserves the right to assess actual or liquidated damages upon the Contractor's failure to provide timely services required pursuant to the Contract. The Contractor shall be given 15 days' notice to respond before AHIM makes the assessment. Any assessment will be offset against the subsequent monthly payment(s) to the Contractor. If liquidated damages are known to be insufficient, then AHIM has the right to pursue actual damages. Assessment of any actual or liquidated damages does not waive any other remedies available to AHIM pursuant to this Contract or state or federal law. Liquidated damages can be found in *Appendix J* of this RFP.

9.5.4   Other Damages

If the Contractor's failure to perform satisfactorily requires AHIM to contract with another person or entity to perform services required of the Contractor under the Contract, upon notice setting forth the services and liquidated damages, AHIM may retain from Contractor payment(s) in an amount commensurate with the costs anticipated to be incurred, as described above. AHIM shall account to the Contractor for costs incurred and return any excess amount to the Contractor. If the amount withheld is not sufficient, the Contractor shall immediately reimburse AHIM the difference or AHIM may offset from any payment(s) due the Contractor. The Contractor will cooperate fully with the supplemental Contractor and provide any necessary assistance to implement the terms of its agreement for services with the supplemental contractor.

9.6   Cost or Pricing Data

The Contractor certifies that the prices submitted in response to this RFP have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder, competitor, or conflicted entity relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

9.7   Publicity

News release(s), media interviews or other publicity by a Bidder pertaining to this RFP or any portion of the project shall not be made without the prior written approval of AHIM. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the Bidder's proposal.

The Contractor agrees not to use AHIM's name, trademark, service marks, type treatment, or any data resulting from this RFP or the Contract as part of any commercial advertising or proposal without the express prior written consent of AHIM in each instance.

9.8   Subcontracting

To the fullest extent practicable, the Contractor shall enter into contracts with Arkansas businesses, employ citizens of Arkansas to staff, and provide support and other services for AHIM.

The Contractor is solely responsible for the fulfillment of the contract terms with AHIM. AHIM will make payments only to the Contractor. The Contractor will include all proposed subcontractors in its response to this RFP.

The Contractor may negotiate and enter into contracts or agreements with subcontractors (with prior written consent of AHIM) to the benefit of the Contractor and the State as long as the subcontractors meet all established criteria and provide the services in a manner consistent with the minimum standards specified. All such agreements shall be in writing and shall specify the activities and responsibilities delegated to the subcontractor. The contracts must also include provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate. AHIM reserves the right to approve any subcontractor utilized by the Contractor. AHIM reserves the right to inspect all subcontract agreements at any time during the contract period. Any subcontract may be subject to the AHIM's prior review and approval. The Contractor's subcontractor shall submit evidence or other documentation from the Arkansas State Tax Commission, showing all delinquent taxes, if any, levied or accrued under State law against the subcontractor have been paid.

No subcontract or agreement the Contractor enters into with respect to the performance under this contract shall in any way relieve the Contractor of any responsibility for any performance required of it by this contract. The Contractor shall provide AHIM immediate notice in writing by registered or certified mail of any action or suit filed against it by any subcontractor or provider. Furthermore, the Contractor shall make prompt notice of any claim against it or one that might result in litigation related in any way to the contract with the State of Arkansas. The Contractor shall designate itself as the sole point of recovery for any subcontractor.

Any use of subcontractors by the Contractor will not obligate AHIM as a party to the subcontract, nor create any right, claim, or interest for the subcontractor against AHIM, its agents, employees, representatives, or successors.

9.8.1   Anti-Assignment

The Contractor shall not sell, transfer, assign, or otherwise dispose of its benefits, duties, or obligations of this Contract (whether by operation law, reorganization, reverse triangular merger, or otherwise) without the express written consent of AHIM.

9.9 Ownership Rights

9.9.1 Ownership of Proposal

AHIM shall have the right to use, monetize, license, seek patent protection for and otherwise exploit in any manner all ideas presented in any proposal unless a Bidder presents a statement of objection in its proposal. In no event will such objections be considered as valid with respect to the exploitation of such ideas; 1) that are not the proprietary information of the Bidder as evidenced by a filed United States patent application (with a filing date that predates the date of the RFP and is so identified in its proposal); or 2) that were known to AHIM before submission of such proposal; or 3) that properly became known to AHIM, thereafter, through other sources or through acceptance of the Bidder's proposal.

9.9.2 Ownership of Documents

Where activities supported by this Contract produce original writings, sound recordings, pictorial reproductions, drawings, or other tangible embodiments of creative ideas and works of any similar nature, AHIM shall own all right, title and interest in all intellectual property rights therein, and Contractor hereby assigns and agrees to assign to AHIM any and all right and title in and to such that Contractor may have. Contractor may retain a limited, revocable, personal, non-sublicensable, royalty-free license under AHIM's copyrights to use such materials solely for Contractor's internal business purposes, subject to Contractor's continuing obligation to preserve the confidentiality, if any, of such materials.

9.9.3 Ownership of Information and Data

All data, electronic or otherwise, collected by the Contractor and all documents, notes, programs, databases (and all applications thereof), files, reports, studies, code, software, domain names, trademarks, source identifiers, trade secrets, works of authorship and/or other material authored, invented, conceived, reduced to practice, collected or prepared by the Contractor or its agents, employees, delegates or subcontractors in connection with this Contract, whether completed or in progress (collectively, the "Materials"), shall be the property of AHIM, and Contractor hereby assigns and agrees to assign to AHIM any and all right and title in and to such Materials that Contractor may possess. Accordingly, Contractor shall obtain from all persons engaged or employed by Contractor (under the Contract to perform or create any Materials) an assignment of intellectual property rights. AHIM hereby reserves all rights to the databases and all applications thereof and to any and all information and/or Materials prepared in connection with this Contract. The Bidder and Contractor are prohibited from use of the above described information and/or materials without the express written approval of AHIM.

9.10 Interpretations / Changes / Disputes

9.10.1 Amendment or Modification

Any amendment or modification of the Contract must be written and signed by both parties.

9.10.2 Conflict of Language

In the event of a conflict in language among any of the components of the Contract, this RFP shall govern. AHIM reserves the right to clarify any Contractual relationship in writing and such clarification will govern

in case of conflict with the requirements of this RFP. Any ambiguity in this RFP shall be construed in favor of AHIM.

9.10.3 Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

9.10.4 Severability

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both AHIM and the Contractor shall be relieved of all obligations arising under such provision; if the remainder of the Contract is capable of performance, it shall not be affected by such declaration or funding and shall be fully performed.

AHIM may at any time, by written order delivered to the Contractor at least 15 days prior to the commencement date of such change, make administrative changes within the general scope of the contract. If such change(s) causes an increase or decrease in the cost of the performance of any part of the work under the contract, an adjustment commensurate with the change in the cost of performance under this contract will be made in the contract price or delivery schedule, or both. Any claim by the Contractor for adjustment under this clause must be asserted in writing to AHIM within 15 days from the date of receipt by the Contractor of the notification of change. Failure of the parties to agree to any adjustment will be a dispute within the meaning of *Section: 9.10.5* herein. Nothing in this case, however, will in any manner excuse the Contractor from proceeding diligently with the contract as changed.

If the parties are unable to reach agreement within 15 days of receipt of the Contractor's cost estimate, AHIM will make a determination of the revised price and the Contractor will proceed with the work according to a schedule approved by AHIM subject to the determination of price pursuant to the *Section: 9.10.5* herein. Nothing in this section will in any manner excuse the Contractor from proceeding diligently with the contract as changed.

9.10.5 Disputes

If a dispute arises between the parties regarding their rights or obligations under this Agreement, the parties shall first attempt to settle the dispute by direct discussions. If the dispute is not settled by direct discussions, then the parties agree to endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, any unresolved dispute arising from or relating to this Agreement or a breach of this Agreement shall be resolved as provided by this Agreement and by law. The State and federal courts of Arkansas have exclusive jurisdiction, and venue for litigation. All other proceedings shall be located in Pulaski County, Arkansas.

9.10.6   Cost of Litigation

In the event that AHIM deems it necessary to take legal action to enforce any provision of the Contract, the Contractor shall bear the cost of such litigation, as assessed by the court, in which AHIM prevails. AHIM shall not bear any of the Contractor's attorney fees or other cost of litigation for any legal actions initiated by the Contractor against AHIM regarding the provisions of the Contract. Legal action shall include administrative proceedings.

9.10.7   Attorney Fees

The Contractor agrees to pay reasonable attorney fees incurred by AHIM in enforcing this agreement or otherwise reasonably related thereto.

9.11   Status of the Contractor

9.11.1   Independent Contractor

Contractor's status under this Agreement shall be that of an independent contractor and not that of an employee of AHIM. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between the parties, an employer-employee relationship or any other relationship between the parties that could result in any liability of AHIM for any indebtedness, liabilities, or obligations of Contractor except as expressly provided in this Agreement.

   A. **Supervision of Contractor:** In accordance with Contractor's status as an independent contractor, AHIM shall not have the right to control the means or methods by which Contractor performs the services, as set forth in this Agreement. Notwithstanding the foregoing, AHIM shall have the right to control or direct Contractor as to the result to be accomplished under this Agreement and with respect to the services provided herein.

   B. **As an independent contractor:** 1) Contractor shall be solely responsible for all federal, state, and local payment, withholding, and filing requirements for payroll, income, self-employment, retirement, disability, or unemployment taxes, assessments, or regulations, and 2) Contractor shall be ineligible for any vacation, sick leave, pension, bonus, insurance, or other benefit now or in the future established by AHIM for employees of AHIM. All applicable tax payments and withholdings, if any, with respect to services rendered under this Agreement are the sole responsibility of Contractor, which responsibility Contractor agrees to carry out as required by applicable law. Contractor shall indemnify and hold AHIM harmless from any and all loss or liability arising from Contractor's failure to make any appropriate income tax payments, self-employment tax payments or other payments required on behalf of Contractor.

9.11.2   Employment Practices

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, marital status, political affiliations, or disability. The Contractor must act affirmatively to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age, marital status, political affiliation, or disability. Such action shall include, but is not limited to, the following: employment,

promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor shall comply with the non-discrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The Contractor shall also comply with the Civil Rights Act of 1964 and related State laws and regulations, if any.

If AHIM finds that the Contractor is not in compliance with any of these requirements at any time during the term of this Contract, AHIM reserves the right to terminate this Contract or take such other steps as it deems appropriate, in its sole discretion.

9.11.3   Conflict of Interest

A bid shall not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Bidder or with any competitor or conflicted entity.

A bidder shall include a certified statement in the proposal certifying that the bid was arrived at without any conflict of interest, as described above. Should a conflict of interest be detected at any time during the term of the Contract, the Contract shall be null and void and the Bidder shall assume all costs of this project until such time that a new Bidder is selected.

9.12   Risk Management

9.12.1   Indemnification

The Contractor agrees to indemnify, defend, save, and hold harmless AHIM, their officers, agents, employees, representatives, assignees, and Contractors from any and all claims and losses accruing or resulting to any and all the Contractor employees, agents, subcontractors, laborers, and any other person, association, partnership, entity, or corporation furnishing or supplying work, services, materials, or supplies in connection with performance of this Contract, and from any and all claims and losses accruing or resulting to any such person, association, partnership, entity, or corporation who may be injured, damaged, or suffer any loss by the Contractor in the performance of the Contract.

The Contractor agrees to indemnify, defend, save, and hold harmless AHIM, their officers, agents, employees, representatives, assignees, and Contractors against any and all liability, loss, damage, costs, or expenses that AHIM may sustain, incur, or be required to pay: 1) by reason of any person suffering personal injury, death, or property loss or damage of any kind either while participating with, or receiving services from, the Contractor under this Contract, or while on premises owned, leased, or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise Contracted for or in the control of the Contractor or any officer, agent, or employee thereof; or 2) by reason of the Contractor or its employee, agent, or person within its scope of authority of this Contract causing injury to, or damage to the person or property of a person including, but not limited to, AHIM or

the Contractor, their employees or agents, during any time when the Contractor or any officer, agent, employee thereof has undertaken or is furnishing the services called for under this Contract.

The Contractor agrees to indemnify, defend, save, and hold harmless AHIM, their officers, agents, employees, representatives, assignees, and Contractors against any and all liability, loss, damages, costs or expenses which AHIM or the State may incur, sustain or be required to pay by reason of the Contractor, its employees, agents or assigns: 1) failing to honor copyright, patent or licensing rights to software, programs, or technology of any kind in providing services to AHIM; or 2) breaching in any manner the confidentiality or privacy obligations required pursuant to federal and state law and regulations, including but not limited to HIPAA or ACA.

The Contractor agrees to indemnify, defend, save, and hold harmless AHIM, their officers, agents, employees, representatives, assignees, and Contractors from all claims, demands, liabilities, and suits of any nature whatsoever arising out of the Contract because of any breach of the Contract by the Contractor, its agents or employees, including, but not limited to, any occurrence of omission or commission or negligence of the Contractor, its agents, or its employees.

If, in the reasonable judgment of AHIM, a default by the Contractor is not so substantial as to require termination and reasonable efforts to induce the Contractor to cure the default are unsuccessful and the default is capable of being cured by AHIM or by another resource without unduly interfering with the continued performance of the Contractor, AHIM may provide or procure such services as are reasonably necessary to correct the default. In such event, the Contractor shall reimburse AHIM for the cost of those services. AHIM may deduct the cost of those services from the Contractor's monthly administrative invoices. The Contractor shall cooperate with AHIM or those procured resources in allowing access to facilities, equipment, data, or any other Contractor resources to which access is required to correct the default. The Contractor shall remain liable for ensuring that all operational performance standards remain satisfied.

9.12.2   Insurance

Contractor shall provide the Insurance described in *Appendix L.*

9.12.3   Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Contractor and AHIM, the risks have been allocated such that AHIM agrees, to the fullest extent permitted by law, to limit the liability of the Contractor to the Consultant for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Contractor to AHIM shall not exceed 1 ½ the total amount of the contract term including all phases. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

9.13   Confidentiality of Information

The Contractor shall comply with all obligations of privacy or confidentiality that may arise from any State and federal privacy laws. No information, documents or other material provided to or prepared by the Contractor deemed confidential by AHIM pursuant to State and federal privacy laws, shall be made

available to any person or organization without the prior approval of AHIM. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor shall rest with the Contractor.

9.14   Right of Inspection

AHIM, CMS, the U.S. Department of Health and Human Services (DHHS), the General Accounting Office (GAO), the Comptroller General of the United States, the Office of the Inspector General (OIG), or their authorized representatives shall, during normal business hours, have the right to enter into the premises of a Bidder and/or all subcontractors and providers, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the work being performed. The Bidder must provide access and assistance as required by AHIM, and refusal by the Bidder to allow access to all such documents, papers, letters, electronic files, or any and all other materials will constitute a breach of any resulting contract. All inspections and evaluations shall be performed in such a manner as to not unduly delay the Contractor's work.

9.15   Contractor Compliance Issues

The Contractor agrees that all work performed as part of this Contract will comply fully with administrative and other requirements established by federal and state laws, regulations, and guidelines, and assumes responsibility for full compliance with all such laws, regulations, and guidelines, and agrees to fully reimburse AHIM for any loss of funds, resources, overpayments, duplicate payments, or incorrect payments resulting from noncompliance by the Contractor, its staff, or agents, as revealed in any audit.

9.15.1   Federal, State, and Local Taxes

Unless otherwise provided herein, the Contract price shall include all applicable federal, state, and local taxes.

The Contractor shall pay all taxes lawfully imposed upon it with respect to this Contract or any product delivered in accordance herewith. AHIM makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the Contractor.

9.15.2   License Requirements

AHIM does not tolerate the possession or use of unlicensed copies of proprietary software. Contractor warrants that it has or shall obtain any license/permits that are required prior to and during the performance of work under this Contract. The Contractor shall be responsible for any penalties or fines imposed as a result of unlicensed or otherwise defectively titled software or other third-party intellectual property.

The Contractor, without exception, shall indemnify, defend and hold harmless AHIM and its agents, officers, attorneys, directors, and employees from liability of any nature or kind, including cost and expenses for or on account of any claim or allegation that any of the Materials infringe the intellectual property rights of any third party. AHIM will provide prompt written notification of any such claim.

Further, if such a claim is made or is pending, the Contractor shall procure for AHIM the right to continue use of, replace, or modify the implicated Material(s) to render it (them) non-infringing while retaining

satisfactory functionality, as determined by AHIM. If none of the alternatives are reasonably available, the Contractor agrees to take back the Material(s) and refund the total amount AHIM has paid the Contractor under this Contract for preparation or use of such Material(s).

If the Contractor purports or proposes to use any third-party intellectual property in the performance of its duties under the Contract, it is mutually agreed and understood without exception that the proposed prices for Contract performance shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. This shall be without prejudice to AHIM's right to full intellectual property indemnification hereunder.

9.15.3   Records Retention Requirements

The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contract, and complaints, for the purpose of audit and evaluation by AHIM and other federal or State personnel. All records, including training records, pertaining to the Contract must be readily retrievable within three (3) workdays for review at the request of AHIM and its authorized representatives. All records shall be maintained and available for review by authorized federal and State personnel during the entire term of the Contract and for a period of five (5) years thereafter, unless an audit is in progress or there is pending litigation. When an auditor pending litigation has not been completed at the end of the five (5) year period, records shall be retained until all issues are finally resolved.

9.15.4   HIPPA Compliance

The Contractor must ensure that all of its work complies with the HIPAA Privacy and Security Rules.

9.15.5   Bribes, Gratuities, and Kickbacks Prohibited

The receipt or solicitation of bribes, gratuities, considerations, and kickbacks is strictly prohibited.

No elected or appointed officer or other employee of the federal government, the State of Arkansas or the AHIM Board of Directors or staff shall benefit financially or materially from this Contract. No individual employed by AHIM, no member of the AHIM Board of Directors, or no employee or officer of the State of Arkansas shall be permitted any share or part of this Contract or any benefit that might arise therefrom.

9.15.6   Small and Minority Businesses

AHIM encourages the employment of small business and minority business enterprises. Therefore, the Contractor shall report, separately, the involvement in this Contract of small businesses and businesses owned by minorities and women. Such information shall be reported on an invoice annually on the Contract anniversary and shall specify the actual dollars Contracted to-date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted for with such businesses on this Contract.

9.15.7   Suspension and Debarment

The Contractor certifies that it is not suspended or debarred under federal law and regulations or any other State's laws and regulations.

9.16   Project Work Schedule

During the project initiation, Contractor and AHIM will develop a mutually agreed upon work schedule including the division of responsibility between AHIM's staff and Contractor's staff. It is understood by the parties that the project work schedule must be in place prior to any work being performed. Once this mutually agreed upon work schedule, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of the contract. The dates in the work schedule will define the agreed upon period of performance. The parties acknowledge that the work schedule will evolve and change from time to time upon the mutual written agreement of both parties. The parties agree that the deliverables and schedule set forth in the latest version of the work schedule will take precedence over any prior plans.

9.17   Warranty

Contractor represents and warrants that all work performed hereunder, including but not limited to Marketplace technology solution services, consulting, conversion, training, and technical support shall be performed by competent personnel, shall be of professional quality consistent with generally accepted industry standards for the performance of such services, and shall comply in all respects with the requirements of this RFP. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from the performance of service, perform the services again at no cost to AHIM, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse AHIM the fees paid to the Contractor for the unsatisfactory services.

9.17.1   Warranty of Fiscal Integrity

The Contractor warrants that it is of sufficient financial solvency to assure AHIM of its ability to perform the requirements of the contract. The Contractor shall provide sufficient financial data and information to prove it financial solvency pursuant to *Section 6: Technical Proposal Requirements*.

9.17.2   Warranty of Solution

The Contractor shall provide a warranty on the implemented solution. The warranty shall encompass correction of defective software, functionality, and procedures that were considered to be within the scope of this procurement at no additional cost to AHIM. The warranty period will begin upon AHIM's Final Acceptance of the implemented solution for a period of three (3) years.

9.18   Federal Contract Clauses

The required *Federal Contract Clauses* for Expenditure of Federal Grant Funds is attached as *Appendix M* are incorporated by reference into this Agreement. To the extent the terms in the body of this Agreement directly conflict with any provision of the Federal Contract Clauses, the body of this Agreement shall govern.

Arkansas Health Insurance Marketplace

**Request for Proposals
Appendices**

Implementation and Operation Services for the Arkansas Health Insurance Marketplace Small Business Health Options Information Technology Solution

November 10, 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):

APPENDIX B: WRITTEN QUESTIONS TEMPLATE

Bidder Name: _____

Date Submitted: _____

Question #	RFP Section #	RFP Page #	Paragraph #	Question

APPENDIX B

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	Privacy and Security	
Tab 13	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) IT system implementation 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 *Health Insurance Exchange* 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:		

APPENDIX D

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)**

APPENDIX E

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:		

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 response, using the appropriate codes provided in the table below, for each requirements listed in each of the ten (10) tabs included in this Requirements Response Matrix:

--SHOP Eligibility and Enrollment

--Plan Management Requirements

--Financial Management Requirements

--Consumer Assistance Requirements

--Noticing Requirements

--Reporting Requirements

--Administrative Requirements

--Web Portal Requirements

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.

SHOP Eligibility and Enrollment Requirements Traceability Matrix

Ref Code	Category	Requirement Description "The system shall…"	Mark only 1 column with an "X" per requirement				Bidder Response Narrative Section Reference	Comments/Clarifications
			Out of the Box	Configurable	Custom Design and Development	Does Not Meet		
SH-1	Application / Employer	Provide capability for employer to apply to participate in the SHOP exchange.						
SH-2	Application / Employer	Provide the capability for employers to browse available options without creating a system account.						
SH-3	Application / Employer	Provide ability for employers to filter results while anonymously browsing (e.g. Geographic location, QHP metal tiers).						
SH-4	Application / Employer	Provide an employer application process that collects all necessary data to execute SHOP transactions.						
SH-5	Application / Employer	Provide employers a status of where they are currently in the application process.						
SH-6	Application / Employer	Provide the ability for employers to navigate non-sequentially through the application process.						
SH-7	Application / Employer	Provide the capability to edit all application information prior to final.						
SH-8	Application / Employer	Provide the capability for an employer to save and return to the application at any point.						
SH-9	Application / Employer	Provide multiple methods for an employer to build an employee roster (e.g. manual entry, file upload, etc.).						
SH-10	Application / Employer	Allow authorized brokers to complete employer applications on behalf of the employer.						
SH-11	Application / Employer	Provide the capability to differentiate full-time employees versus part-time/hourly employees in the employee roster.						
SH-12	Application / Employer	Conduct validation of mailing addresses provided in applications (using external Postal Address validation service).						
SH-13	Application / Employer	For employers who do not have an EIN, allow the application process to proceed (e.g. businesses in the process of obtaining an EIN, etc.).						
SH-14	Application / Employer	Suspend eligibility for any employer without a validated EIN after a specified length of time.						
SH-15	Application / Employer	Create unique identifier for each employer participating in the SHOP exchange.						
SH-16	Application / Employer	Prior to the creation of a new employer account, determine if an existing user account is present based on matching criteria provided in the application (e.g. EIN, name).						
SH-17	Application / Employer	Provide capability to securely capture employee SSNs submitted through the employer application (employee roster).						
SH-18	Application / Employer	Upon completion of the employee roster, provide the employer with the option to create temporary user names and passwords for each employee.						

SHOP Eligibility and Enrollment Requirements Traceability Matrix

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
			Mark only 1 column with an "X" per requirement					
SH-19	Application / Employer	Provide the capability for the employer to generate a notice to employees of employee enrollment instructions.						
SH-20	Verification / Employer	Provide the capability to initiate a manual verification process when additional verification of employer size is required.						
SH-21	Verification / Employer	Provide the capability to log in an employer's file when an appeal has been submitted.						
SH-22	Verification / Employer	Provide the capability to record in an employer's file when an appeal has been resolved and the resolution.						
SH-23	Verification / Employer	Generate a notice to the employer to provide additional verification if it is needed to determine eligibility.						
SH-24	Verification / Employer	Allow employer to attest that provided eligibility information is accurate.						
SH-25	Verification / Employer	Provide authorized users the capability to manually verify employer eligibility information.						
SH-26	Verification / Employer	Provide the ability to upload supporting employer eligibility documentation.						
SH-27	Verification / Employer	Provide the capability to determine participation rates of an employer's employees.						
SH-28	Verification / Employer	Provide capability to allow employer participation upon initial application, but to terminate participation if original eligibility information is in question and is not substantiated within a specified timeframe.						
SH-29	Verification / Employer	Conduct an eligibility determination as to whether an employer meets size, location and employee coverage requirements to utilize the SHOP Exchange.						
SH-30	Verification / Employer	Generate notification of the result of an employer's eligibility determination.						
SH-31	Application / Employee	If option was selected by the employer, upon first employee access prompt employee to log-in with unique identifier and temporary password.						
SH-32	Application / Employee	If option was selected by the employer, prompt employees to change password upon initial log in.						
SH-33	Application / Employee	Provide capability for employee to opt-out of employer-sponsored coverage.						
SH-34	Application / Employee	Provide on-screen notification to employees that they may be eligible for subsidized coverage on the Individual Market.						
SH-35	Application / Employee	Provide capability for employee to add dependents, should this be an option selected by employer.						
SH-36	Application / Employee	Store data provided by employee as part of the employee's record.						

SHOP Eligibility and Enrollment Requirements Traceability Matrix

Ref Code	Category	Requirement Description "The system shall…"	Mark only 1 column with an "X" per requirement				Bidder Response Narrative Section Reference	Comments/Clarifications
			Out of the Box	Configurable	Custom Design and Development	Does Not Meet		
SH-37	Application / Employee	Only display health plans that have been certified by AID, are open to additional enrollment, and are available in the employer's geographic area.						
SH-38	Application / Employee	Provide calculator that estimates employer's plan cost based on applicable rating factors (employees', age, geography, family size, tobacco etc.) and employee choice model selected.						
SH-39	Contribution / Employers	Provide the capability for the employer to set a specified contribution amount (percentage or dollar value) for employees.						
SH-40	Contribution / Employers	Provide the capability for employers to define contribution amounts for mandatory coverage offered to employees separately from optional coverage.						
SH-41	Contribution / Employers	Provide the capability for an employer to designate one reference plan and contribution amount based on that reference plan.						
SH-42	Plan & Rate Review / Employers	Provide the capability for employers to define what employee choice model they wish to offer including single plan choice, multi-issuer/single metal tier, single issuer, multi-tier, multi-issuer/multiple tiers, and all issuers/all tiers.						
SH-43	Plan & Rate Review / Employers	Provide functionality to calculate an estimated employer premium payment based on all available information provided by the employer, e.g. number of employees, employee rating factors (if available), plan selection, contribution level.						
SH-44	Plan & Rate Review / Employers	Provide the capability for an employer to specify an open enrollment period for their employees						
SH-45	Plan Selection / Employer	Provide plan comparison capability for employers that is functionally equivalent to what is available for employees.						
SH-46	Plan Selection / Employee	Request that employees to enter at a minimum their age, location, and smoking status to refine the plans that will be displayed.						
SH-47	Plan Selection / Employee	Based on carrier and plan information gathered, display plan cost and availability.						
SH-48	Plan Selection / Employee	Only display health plans that have been certified by AID, are open to additional enrollment, and are available in the employee's geographic area.						
SH-49	Plan Selection / Employee	Display actual plan cost based on applicable rating factors (individuals covered, age, geography, etc.).						
SH-50	Plan Selection / Employee	Provide calculator which will display an adjusted plan cost based on the employer selected reference plan (if selected) and employer contribution level.						
SH-51	Plan Selection / Employee	Provide capability to display a detailed side by side comparison of available health plans.						

SHOP Eligibility and Enrollment Requirements Traceability Matrix

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
			Mark only 1 column with an "X" per requirement					
SH-52	Plan Selection / Employee	Provide capability to filter available qualified health plans.						
SH-53	Plan Selection / Employee	Allow employees to verify provider availability by providing links to each of the exchange participating carrier provider directories.						
SH-54	Plan Selection / Employee	Produce notification to employees regarding the number of days for open enrollment.						
SH-55	Plan Selection / Employee	Provide capability to view and select plan(s) for employee dependents, if covered by employer.						
SH-56	Plan Selection / Employee	Provide capability for an employee to select a QHP and initiate the enrollment process.						
SH-57	Plan Selection / Employee	Update an employee's account to reflect plan selection and the effective projected plan year.						
SH-58	Plan Selection / Employee	After acknowledgement of the receipt of the plan selection, display the calculation of the final cost (net premium) and employer contribution to employee.						
SH-59	Plan Selection / Employee	Provide the capability to electronically transmit employee plan selection to the appropriate carrier.						
SH-60	Plan Selection / Employee	Generate a notice to employer and employee detailing employee plan selection.						
SH-61	Plan Selection / Employee	Provide the capability to record acknowledgement of enrollment transaction receipt from the carrier.						
SH-62	Enrollment / Employer	Provide the capability for an employer to request a voluntary termination from the SHOP at any time.						
SH-63	Enrollment / Employer	If an employer initiates a voluntary termination through the SHOP Exchange, provide the capability for an employer to choose to generate a notice to the employer's employees to inform them of the employer termination.						
SH-64	Enrollment / Employer	If an employer initiates a voluntary termination, generate a notice to the carrier to terminate the employer.						
SH-65	Enrollment / Employer	Provide capability to receive notifications from carriers regarding involuntary terminations.						
SH-66	Enrollment / Employer	If an employer has an involuntary termination through the SHOP Exchange, generate a notification to the employer of the employer termination.						
SH-67	Enrollment / Employer	If conditions for an involuntary termination are present, initiate the termination process.						
SH-68	Enrollment / Employer	If an employer has an involuntary termination through the SHOP Exchange, prepare communication to the carrier to terminate the employer.						

SHOP Eligibility and Enrollment Requirements Traceability Matrix

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
			Mark only 1 column with an "X" per requirement					
SH-69	Enrollment / Employer	Update user accounts based on voluntary or involuntary termination notification from carriers or terminations initiated by the SHOP Exchange.						
SH-70	Enrollment / Employer	Generate a report to CMS regarding an employer's involuntary or voluntary termination from a qualified health plan through the SHOP Exchange.						
SH-71	Enrollment / Employee	Provide the capability for an employee to request a voluntary disenrollment as a result of a change in life circumstance from QHP(s).						
SH-72	Enrollment	Transmit 834 transaction file on a periodic basis as determined by AHIM in a HIPAA compliant format of employees enrollments to carriers.						
SH-73	Enrollment	Generate periodic 834 transaction file in a HIPAA compliant format of SHOP enrollments to CMS						
SH-74	Enrollment	Transmit monthly report of SHOP enrollments in the QHPs to the appropriate carriers.						
SH-75	Enrollment	Receive periodic reconciliation files from the carriers of SHOP enrollments.						
SH-76	Enrollment	Provide the capability to perform periodic reconciliations of enrollment files from carriers against SHOP records.						
SH-77	Enrollment / Employee	Provide the capability for an employee to request a change in QHP as a result of a change in life circumstances.						
SH-78	Enrollment / Employee	If an employee initiates a voluntary disenrollment/change through the Exchange, generate notification to the employee's employer to inform them of the employee disenrollment.						
SH-79	Enrollment / Employee	If an employee initiates a voluntary disenrollment / change through the Exchange, generate notification to the carrier to disenroll the employee.						
SH-80	Enrollment / Employee	Provide capability to process employee disenrollments / changes.						
SH-81	Enrollment / Employee	Generate a notice to CMS regarding an employee's disenrollment / change from a qualified health plan through the Exchange.						
SH-82	Enrollment / Employee	Provide capability to receive notifications from carriers regarding employee disenrollment / change.						
SH-83	Enrollment / Employee	If an employee is disenrolled / changes coverage, generate a notice to the employee.						
SH-84	Enrollment / Employee	If an employee has an involuntary disenrollment through the Exchange, generate notice to the carrier.						
SH-85	Enrollment / Employee	Generate a reports to CMS regarding an employee's termination from a qualified health plan through the Exchange.						

SHOP Eligibility and Enrollment Requirements Traceability Matrix

Ref Code	Category	Requirement Description "The system shall…"	Mark only 1 column with an "X" per requirement				Bidder Response Narrative Section Reference	Comments/Clarifications
			Out of the Box	Configurable	Custom Design and Development	Does Not Meet		
SH-86	Renewals / Employer	Process employer eligibility changes necessary for renewal.						
SH-87	Renewals / Employer	Provide the capability to calculate a year-to-date average for premiums paid and monthly income for display to the employer at time of renewal.						
SH-88	Renewals / Employer	Upon employer renewal, provide option for employer to continue with previous plan selection(s) or make new selection(s).						
SH-89	Renewals / Employer	Upon employer renewal, provide option for employer to utilize previous employee roster or make changes to the roster.						
SH-90	Renewals / Employer	Process employer renewal using initial employer application requirements, if applicable.						
SH-91	Renewals / Employer	Based on employer status updates, redetermine eligibility for SHOP participation.						
SH-92	Renewals / Employer	Generate a notice of annual open enrollment to employers and employees.						
SH-93	Renewals / Employee	Provide capability for employees to update account information upon renewal.						
SH-94	Renewals / Employee	Provide the capability to calculate a year-to-date average for premiums paid for display to the employee at time of renewal.						
SH-95	Renewals / Employee	Provide capability for employees to submit changes to SHOP plan participation.						
SH-96	Enrollment / Employer	Allow employers to view data about employee participation.						
SH-97	Appeals/ Employer	Provide capability for authorized users to request and download an employer's eligibility determination decision tree.						
SH-98	Employer Updates & Changes	Provide the capability to update the employers employee roster at any time.						
SH-99	Employer Updates & Changes	Provide the capability to recalculate the employer's total cost based on reported changes to the employee roster file.						
SH-100	Employer Updates & Changes	Generate notice of employer contact information changes to the carrier.						
SH-101	Employer Updates & Changes	Process employer account information changes.						
SH-102	Employer Updates & Changes	Provide the capability to re-evaluate an employer's eligibility for SHOP when a change is made to the employer's work location or satellite offices.						
SH-103	Employer Updates & Changes	Generate notice to the employer regarding changes to the Employer's worksite locations.						
SH-104	Employee Updates & Changes	Provide the functionality to determine if an update to an employee account is categorized as a Qualifying Event.						

SHOP Eligibility and Enrollment Requirements Traceability Matrix

Ref Code	Category	Requirement Description "The system shall…"	Mark only 1 column with an "X" per requirement				Bidder Response Narrative Section Reference	Comments/Clarifications
			Out of the Box	Configurable	Custom Design and Development	Does Not Meet		
SH-105	Employee Updates & Changes	Provide capability for employees to submit changes to employee plan, such as adding or removing dependents, between redeterminations / renewals or due to qualifying events.						
SH-106	Employee Updates & Changes	Generate notice to the employee regarding changes to the employee's account due to a Qualifying Event.						
SH-107	Employee Updates & Changes	Initiate enrollment or disenrollment process for employee or the employee's dependents, depending on the nature of the Qualifying Event.						
SH-108	Employee Updates & Changes	Prepare and send communication to the employee regarding changes to the Employee contact information.						

Plan Management Requirements Traceability Matrix

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
			Mark only 1 column with an "X" per requirement					
PM-1	Establish Issuer and Plan Initial Certification and Agreement	Interface with SERFF to collect new Issuer data submitted to AID.						
PM-2	Establish Issuer and Plan Initial Certification and Agreement	Interface with SERFF to collect new QHP data submitted to AID.						
PM-3	Establish Issuer and Plan Initial Certification and Agreement	Provide ability for authorized users to view plan management data.						
PM-4	Establish Issuer and Plan Initial Certification and Agreement	Provide ability for authorized users to update plan management data.						
PM-5	Establish Issuer and Plan Initial Certification and Agreement	Provide ability for authorized users to upload additional documentation related to Issuer or QHP.						
PM-6	Establish Issuer and Plan Initial Certification and Agreement	Provide ability to assign a quality rating for each QHP.						
PM-7	Establish Issuer and Plan Initial Certification and Agreement	Provide ability to generate report for CMS required plan management data.						
PM-8	Establish Issuer and Plan Initial Certification and Agreement	Provide ability to submit report to CMS for required plan management data.						
PM-9	Establish Issuer and Plan Initial Certification and Agreement	Provide method to indicate when a plan has a signed certification agreement with the Exchange.						
PM-10	Establish Issuer and Plan Initial Certification and Agreement	Provide ability for authorized users to upload signed certification agreement as part of QHP record.						
PM-11	Establish Issuer and Plan Initial Certification and Agreement	Provide the capability for authorized carrier users to preview their plan data prior to posting for sale on the Exchange.						
PM-12	Establish Issuer and Plan Initial Certification and Agreement	Only offer for sale on the exchange those QHPs that have a signed certification agreement.						
PM-13	Monitor Issuer/Plan Compliance	Provide ability to input issuer and plan performance data.						
PM-14	Monitor Issuer/Plan Compliance	Provide ability for authorized users to view issuer and plan performance data.						
PM-15	Monitor Issuer/Plan Compliance	Provide ability for authorized users to modify issuer and plan performance data.						
PM-16	Monitor Issuer/Plan Compliance	Provide ability to input periodic monitoring data.						
PM-17	Monitor Issuer/Plan Compliance	Provide ability for authorized users to view periodic monitoring data.						

Plan Management Requirements Traceability Matrix

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
				Mark only 1 column with an "X" per requirement				
PM-18	Monitor Issuer/Plan Compliance	Provide ability for authorized users to modify periodic monitoring data.						
PM-19	Monitor Issuer/Plan Compliance	Interface with SERFF to collect renewal Issuer data submitted to AID.						
PM-20	Monitor Issuer/Plan Compliance	Interface with SERFF to collect renewal QHP data submitted to AID.						
PM-21	Monitor Issuer/Plan Compliance	Store a record of performance and oversight data transactions.						
PM-22	Decertification	Interface with SERFF to receive decertification transactions from AID.						
PM-23	Decertification	Provide ability for authorized users to indicate whether a plan has been decertified.						
PM-24	Decertification	Remove decertified plan from public facing exchange.						
PM-25	Decertification	Interface with AID to send decertification transactions to AID.						
PM-26	Decertification	Allow authorized users to suspend plan availability on the public facing exchange.						
PM-27	Maintain Operational Data	Provide ability to input insurer and plan complaint data from the AID.						
PM-28	Maintain Operational Data	Provide ability to generate a report on insurer and plan complaint data received by the exchange.						
PM-29	Maintain Operational Data	Provide ability for authorized users to input plan complaint data received from consumers.						
PM-30	Maintain Operational Data	Provide ability to input insurer and plan quality data received from insurers.						
PM-31	Maintain Operational Data	Provide ability for authorized users to view insurer and plan quality data from insurers.						
PM-32	Maintain Operational Data	Provide ability for authorized users to edit insurer and plan quality data from insurers.						
PM-33	Process Change in Plan Enrollment Availability	Using the SERFF interface, process a plan enrollment change.						
PM-34	Review Rate Increase Justifications	Using the SERFF interface, process premium rate changes.						
PM-35	Review Rate Increase Justifications	Support multiple premium rates for each plan during the plan year.						

Financial Management Requirements Traceability Matrix

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
			Mark only 1 column with an "X" per requirement					
FM-1	Premium Processing	Provide capability for authorized Exchange users and employers to view employer premiums due.						
FM-2	Premium Processing	Provide capability for authorized Exchange users and employers to produce a report on employer premiums due.						
FM-3	Premium Processing	Provide capability to aggregate employer premium due for all enrolled employees.						
FM-4	Premium Processing	Allow retroactive enrollment of employees.						
FM-5	Premium Processing	Apply retroactive premium payments to the next employer billing cycle.						
FM-6	Premium Processing	Produce itemized employer invoice.						
FM-7	Premium Processing	Produce notification to employer that an invoice has been generated.						
FM-8	Premium Processing	Provide capability for employer to view generated invoice.						
FM-9	Premium Processing	Provide capability that allows Employer to indicate that an invoice discrepancy exists.						
FM-10	Premium Processing	Provide capabilities for Employers to make electronic payments via eCheck, EFT, paper check and credit card.						
FM-11	Premium Processing	Receive and process premium payments.						
FM-12	Premium Processing	Record receipt of payment.						
FM-13	Premium Processing	Identify discrepancies between employer paid amounts and amount due.						
FM-14	Premium Processing	Provide capability for employers to electronically view past invoices as part of their user account.						
FM-15	Premium Processing	Provide capability to notify employers of unpaid premiums.						
FM-16	Premium Processing	Provide capability to maintain record of premium payment discrepancies reported.						
FM-17	Premium Processing	Provide capability to maintain record of premium payment discrepancies resolution.						
FM-18	Premium Processing	Provide capability for authorized users to write notes related to a discrepancy.						
FM-19	Premium Processing	Provide capability for authorized users to adjust employer premium payment information to resolve discrepancy.						
FM-20	Premium Processing	Provide capability for authorized users to record resolution of an employer discrepancy.						
FM-21	Premium Processing	Incorporate discrepancy resolution adjustments (positive or negative) in employer invoice.						
FM-22	Premium Processing	Provide capability to adjust employer premiums due for incomplete payments.						
FM-23	Premium Aggregation	Aggregate employer premiums due to each insurer.						
FM-24	Premium Aggregation	Generate itemized invoice to insurers of premiums due including user fee deductions.						

Financial Management Requirements Traceability Matrix

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
			Mark only 1 column with an "X" per requirement					
FM-25	Premium Aggregation	Process payment of aggregated premiums to insurers.						
FM-26	Premium Aggregation	Provide capability to record when a payment discrepancy is reported by carriers.						
FM-27	Premium Aggregation	Provide capability for authorized users to adjust carrier payment information to resolve discrepancy.						
FM-28	Premium Aggregation	Provide capability for authorized users to record resolution of an carrier discrepancy.						
FM-29	Premium Aggregation	Incorporate discrepancy resolution adjustments (positive or negative) in carrier payment.						
FM-30	Premium Aggregation	Transmit SHOP market user fee data to exchange accounting system.						
FM-31	Carrier Payment Transfers	Provide capability tor authorized users to update records with corrected invoice / payment information for Insurers.						
FM-32	Interfaces	The system will summarize and apply general ledger coding to the financial transactions.						
FM-33	Interfaces	Provide ability to extract financial data in a standard format (e.g. CSV).						
FM-34	Interfaces	Code all financial transactions according to AHIM General Ledger coding.						
FM-35	Financial Reports	Provide the capability for authorized users to obtain reports of financial transactions.						
FM-36	Financial Reports	Maintain an audit trail of all financial transactions and funds moved through the SHOP.						

Consumer Assistance Requirements Traceability Matrix

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
			Mark only 1 column with an "X" per requirement					
CA-1	Complaints / Appeals	Provide the capability for authorized users to create a record of all consumer complaints and appeals.						
CA-2	Complaints / Appeals	Provide the capability to input case notes related to a specific complaint / appeal.						
CA-3	Complaints / Appeals	Provide the capability for authorized users to attach uploaded documents to a specific complaint or appeal record.						
CA-4	Complaints / Appeals	Link recorded calls/transcripts sessions log to a specific complaint / appeal record.						
CA-5	Complaints / Appeals	Link recorded online chat sessions logs to specific complaint / appeal record.						
CA-6	Complaints / Appeals	Allow authorized users the ability to search for specific complaints / appeals.						
CA-7	Complaints / Appeals	Support the transmission of complaint / appeal data to third-parties.						
CA-8	Complaints / Appeals	Allow consumers to submit complaint/appeal via phone or email.						
CA-9	Complaints / Appeals	Allow authorized users the ability to directly enter complaint / appeal data.						
CA-10	Complaints / Appeals	The system shall provide options to secure complaints/appeals for confidentiality reasons (e.g. hide consumer name) and allow access to cases by specified authorized users.						
CA-11	Complaints / Appeals	Provide the capability to assign a priority level to the appeal/complaint.						
CA-12	Complaints / Appeals	Provide the capability to generate reports complaint and appeals.						
CA-13	Complaints / Appeals	Generate notification to complaint / appeal submitters upon receipt of the complaint / appeal.						
CA-14	Complaints / Appeals	Generate notification to complaint / appeal submitters upon resolution of the complaint / appeal.						
CA-15	EDM	Provide the ability to scan documents.						
CA-16	EDM	Provide the ability for authorized users to upload scanned document images.						
CA-17	EDM	Provide the ability for employers to upload verification files as part of their account.						
CA-18	EDM	Provide the ability to export documents in a standard format (e.g. .pdf, .doc).						
CA-19	EDM	Provide the ability to associate scanned document images to specific individual records.						
CA-20	Customer Relationship Management	Provide the capability to track customer contacts.						
CA-21	Customer Relationship Management	Provide the capability to search for customer contacts.						
CA-22	Customer Relationship Management	Provide the ability to add notes to an employer or employee file record.						

APPENDIX G

Consumer Assistance Requirements Traceability Matrix

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
		Mark only 1 column with an "X" per requirement						
CA-23	Customer Relationship Management	Maintain a history of notices with sortable filters that have been sent to exchange customers as part of employer and employee records.						
CA-24	Customer Relationship Management	Allow authorized users to deactivate a particular employer and employee file record.						
CA-25	Customer Relationship Management	Allow an authorized user the ability to reactivate a employer or employee file record.						
CA-26	Customer Relationship Management	Allow authorized users the ability to merge multiple employer or employee file records.						
CA-27	Customer Relationship Management	Allow authorized users the ability to separate a single employer or employee file record into multiple employer or employee file record.						
CA-28	Customer Relationship Management	Allow authorized users the ability to search for a specific employer or employee's information.						
CA-29	Customer Relationship Management	Allow authorized users the ability to modify an employer or employee's file record.						
CA-30	Customer Relationship Management	Allow authorized users to submit applications on behalf of employers and employees through the CRM.						
CA-31	Customer Relationship Management	Track all changes made to an account in an auditable log.						
CA-32	Customer Relationship Management	Provide a customer relationship management solution that stores contacts with all employer or employees in the SHOP exchange.						
CA-33	Customer Relationship Management	Link customer contacts with specific employer or employee file records.						
CA-34	Customer Relationship Management	Provide online access to customer support staff about customer contact data.						
CA-35	Customer Relationship Management	Provide the ability to archive calls, contacts, correspondence.						
CA-36	Customer Relationship Management	Maintain a record of all correspondence with employers and employees.						
CA-37	Customer Relationship Management	Aggregate all SHOP customer account information.						
CA-38	Agents / Brokers	Track the number of applications facilitated by specific Agents / Brokers.						
CA-39	Agents / Brokers	Track Agent / Brokers performance metrics.						
CA-40	Agents / Brokers	Provide the capability for Agents / Brokers to upload qualification documentation as part of their user account.						
CA-41	Agents / Brokers	Provide the capability for Agents / Brokers to submit applications on behalf of employers.						
CA-42	Agents / Brokers	Provide the capability for Agents / Brokers to identify their clients on the system.						

Consumer Assistance Requirements Traceability Matrix

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
				Mark only 1 column with an "X" per requirement				
CA-43	Agents / Brokers	Provide the capability for Agents / Brokers to view key data about their clients such as application status, employer plan selection status, status of employee enrollment.						

Noticing Requirements Traceability Matrix

Ref Code	Category	Requirement Description "The system shall…"	Mark only 1 column with an "X" per requirement				Bidder Response Narrative Section Reference	Comments/Clarifications
			Out of the Box	Configurable	Custom Design and Development	Does Not Meet		
NO-1	General	Support viewing the history of all online communication between the Exchange and the employers and employees as part of each employer and employee's account.						
NO-2	General	Provide the capability to generate standard notices to Exchange consumers based on specific consumers actions.						
NO-3	General	Provide the capability for authorized users to generate ad hoc notices to employers and employees using a combination of standard notice language and free text.						
NO-4	General	Provide the capability to pass parameters to both the title and the body of the notification.						
NO-5	General	Include graphics capability for notifications.						
NO-6	General	Have the capability to enforce character limitations on notices.						
NO-7	General	Assign a notification ID (notification event) and include on all messages.						
NO-8	General	Provide the capability to include both dynamic and static attachments.						
NO-9	General	Allow for embedded links within notification message.						
NO-10	General	Provide the capability to include the message ID in the notification subject line.						
NO-11	General	Support the creation of new notices and customization of existing notices using predefined message building blocks, text, attributes and labels.						
NO-12	General	Provide the capability to generate notices in a variety of electronic and print formats.						
NO-13	General	Provide the capability for authorized users to configure standard notice content.						

Summarized Reporting Requirements Traceability Matrix

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
			Mark only 1 column with an "X" per requirement					
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

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
			span: Mark only 1 column with an "X" per requirement					
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.						
AD-5	Web Analytics	Provide web analytics tools comparable to Google Analytics.						
AD-6	Web Analytics	Provide the capability to review raw web logs for usability and security analyses.						
AD-7	Data Upload	Allow uploads from authorized sources of data into the system.						
AD-8	User Account Management	Provide capability for users to register on the portal to receive a user account.						
AD-9	User Account Management	Provide capability to utilize a third-party identify verification service to authenticate user identity.						
AD-10	User Account Management	Require Agents / Brokers to provide credentials and certification information in order to establish an account.						
AD-11	User Account Management	Allow Agents / Brokers to create an account with the Exchange.						
AD-12	User Account Management	Provided capability to verify if a user already has a registered account.						
AD-13	User Account Management	Provide ability for users/agents/brokers to retrieve lost account information.						
AD-14	User Account Management	Provide ability for users to reset passwords online.						

Web Portal Requirements Traceability Matrix

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
		Mark only 1 column with an "X" per requirement						
WP-1	Design	Provide a marketplace web portal that is comparable to the Enroll UX 2014 scenario-based Design Reference Prototype and Design Specification Manual.						
WP-2	Design	Provide a customizable graphical user interface (skin) that can include the Arkansas Health Insurance Marketplace graphical theme.						
WP-3	Design	Provide for website accessibility compatible with Chapter 5 of the Americans with Disabilities Act Best Practices Tool Kit for State and Local Governments.						
WP-4	Design	Support customer service live chat functionality.						
WP-5	Design	Support embedding video content and video content links.						
WP-6	Design	Support Spanish language version for all web portal elements necessary to shop and enroll in QHPs.						
WP-7	Design	Support anonymous plan comparison by employers without required registration or log-in.						
WP-8	Design	Provide functionality for employees to view exchange account summary information such as enrollment status, dependents, plan selected.						
WP-9	Design	Portal will provide the following functionality: content search capability, FAQ, web portal statistics, tracking and reporting.						
WP-10	Design	Provide functionality for employers to view exchange account summary information including defined contribution level, employee choices offered, billing status.						
WP-11	Design	Provide capabilities for users to upload images into the system.						
WP-12	User Support	Provide capacity for help screens for each stage of web portal usage.						
WP-13	Identity	Provide unverified exchange web portal login accounts. Enable user to save information and return to the site without giving 'official' identity verification data (e.g. SSN, name, etc.)						

APPENDIX H: OPERATIONAL REQUIREMENTS MATRIX

Please see attached Operational Requirements Matrix Excel spreadsheet.

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 each of the 'Operations Requirements' tab (2 tabs) 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.

Contact Center Operations Requirements Traceability Matrix

Ref Code	Category	Requirement Description "The vendor shall…"	Mark only 1 column with an "X" per requirement		Bidder Response Narrative Section Reference	Comments/Clarifications
			Agrees to Meet	Does Not Agree to Meet		
CC-1	Contact Center	Provide a contact center to service employers, employees, agents, and brokers.				
CC-2	Contact Center	Provide a toll-free phone number for the contact center.				
CC-3	Contact Center	Provide an IVR that is available 24 hours a day / seven days a week.				
CC-4	Contact Center	During normal business hours, answer all inbound call inquiries including those initiated by TTY/TDD in accordance with approved Service Level Agreement (SLA) with AHIM.				
CC-5	Contact Center	Provide responses to email, voicemail and web chats inquiries in a timely fashion in accordance with approved SLA.				
CC-6	Contact Center	Provide capability to send notifications and information to employers, employees, agents, and brokers upon request or need.				
CC-7	Contact Center	Provide a secure web chat system available on the SHOP web portal in accordance with AHIM privacy and security requirements.				
CC-8	Contact Center	Utilize the CRM system to record all employer, employee, agent, and broker contacts.				
CC-9	Contact Center	Have the capability to make outbound calls and conduct outbound calling campaigns as determined necessary by AHIM.				
CC-10	Contact Center	Be available to receive and respond to inquiries from 8:00 am to 5:00 pm (CDT) Monday through Friday.				
CC-11	Contact Center	Provide high-quality customer service representatives capable of handling phone, web, chat, email, and TDD/TTY channel interactions.				
CC-12	Contact Center	Be located in the Continental United States.				
CC-13	Contact Center	.Provide bi-lingual services in English and Spanish				
CC-14	Contact Center	Have the capability to utilize language line services for all other languages besides English and Spanish.				
CC-15	Contact Center	Determine the appropriate staffing, technical & telephonic systems, and physical location for the CSC.				

Financial Management Operations Requirements Traceability Matrix

Ref Code	Category	Requirement Description "The vendor shall…"	Mark only 1 column with an "X" per requirement		Bidder Response Narrative Section Reference	Comments/Clarifications
			Agrees to Meet	Does Not Agree to Meet		
FM-6	Financial Management	Manage the invoicing process with employers including transmitting itemized invoice information.				
FM-7	Financial Management	Receive and process premium payments from employers.				
FM-8	Financial Management	Process and remit premium payments to carriers.				
FM-9	Financial Management	Maintain records of all premium payments and other financial transactions.				
FM-10	Financial Management	Provide the ability for employers to pay premium via electronic payment on Exchange with options to pay by e-check, electronic funds transfer and credit card in compliance with the Payment Card Industry Data Security Standards.				
FM-11	Financial Management	Provide the ability to receive and process paper checks for premium payments.				
FM-12	Financial Management	Track outstanding billing discrepancies or other billing issues with employers and maintain system records regarding the status of billing issues.				
FM-13	Financial Management	Track outstanding payment discrepancies or other billing issues with carriers and maintain system records regarding the status of payment issues.				
FM-14	Financial Management	Accept inbound phone calls from employers or their representatives regarding billing issues.				
FM-15	Financial Management	Accept inbound phone calls from carriers or their representatives regarding billing issues.				
FM-16	Financial Management	Utilize AHIM controlled bank accounts when handling all funds.				
FM-17	Financial Management	Ensure complete access and control for AHIM regarding bank account and financial transaction information.				
FM-18	Financial Management	Ensure all financial transactions are conducted and recorded according to Generally Accepted Accounting Principles.				
FM-19	Financial Management	Conduct annual independent audit of financial transactions.				
FM-20	Financial Management	Produce a quarterly financial report of all financial transactions for AHIM.				

APPENDIX I: TECHNICAL REQUIREMENTS MATRIX

Please see attached Technical Requirements Matrix Excel Spreadsheet.

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 (1 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.

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 a electronic document management system integrated with the customer relationship mangement 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 utlize 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 vacility 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.				

TECHNICAL REQUIREMENTS TRACEABILITY MATRIX

Ref Code	Category	Requirement Description "The system shall…"	Mark only 1 column with an "X" per requirement		Bidder Response Narrative Section Reference	Comments/Clarifications
			Agrees to Meet	Does Not Agree to Meet		
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 zoneor 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	Support multiple industry standard operating systems.				
TC-22	General	Support small personal computing devices that will including iPhone, iPad, Android phones and tablets, Blackberry phones and tablets, Windows mobile phones and tablets.				
TC-23	General	Support users utilizing PC and Macintosh hardware.				
TC-24	General	Support Windows, MacOS and Linux operating systems.				
TC-25	General	Support presentation of SHOP portal on mobile devices such as tablets and smartphones.				
TC-26	General	Follow the Mobile Web Best Practices as recommended by the World Wide Web Consortium (W3C).				
TC-27	General	Support a minimum web browser of Microsoft Internet Explorer 7.0 or higher, Mozilla Firefox 3.6 or higher, Apple Safari 3 or higher, Google Chrome 10, or any other web browser that is fully compatible with these browsers.				
TC-28	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-29	General	Offer a modular, flexible approach to systems development using MITA 3.0 guidelines and SOA component-oriented design principles.				
TC-30	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-31	General	Meet American Disabilities Act and Limited English Proficiency requirements set by the ACA.				
TC-32	General	Provide the ability to receive, store, display, and print documents sent to the Exchange.				
TC-33	General	Ensure that the solution and Contact Center complies with all applicable State security policies.				
TC-34	General	Provide a method to test the solution compliance against Section 508(c) of the Rehabilitation Act for all types of user interface screens (static, dynamic, Web, client-server, mobile, etc.).				
TC-35	Hosting Services	Provide primary and disaster recovery hosting in a Tier-3 or better facility.				
TC-36	Hosting Services	Utilize a service management framework such as ITIL v3 or equivalent framework to manage IT services and infrastructure.				

TECHNICAL REQUIREMENTS TRACEABILITY MATRIX

Ref Code	Category	Requirement Description "The system shall…"	Agrees to Meet	Does Not Agree to Meet	Bidder Response Narrative Section Reference	Comments/Clarifications
			Mark only 1 column with an "X" per requirement			
TC-37	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-38	Hosting Services	At a minimum maintain the Cert environment as a complete mirror image (software, hardware, version, configuration) of the production environment.				
TC-39	Hosting Services	Provide a standardized mechanism for Conflict Management and data integrity.				
TC-40	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-41	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-42	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-43	Hosting Services	Utilize industry standard security protocols for transmitting data over networks (e.g. SSL, TLS, etc.).				
TC-44	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-45	Hosting Services	Provide all hosting services at data center(s), including back-up and recovery, at sites located within the Continental United States.				
TC-46	Hosting Services	Ensure that all data center operations and technical staff shall be located within the Continental United States.				
TC-47	Hosting Services	Host, maintain, and operate the solution in production for the contract term.				
TC-48	Hosting Services	Be responsible for providing, installing, and maintaining all hardware, software, network components, and other infrastructure elements for the solution.				
TC-49	Hosting Services	Maintain reliable business operations in accordance with the agreed upon SLA.				
TC-50	Hosting Services	Provide a system with response times and transaction volume as defined by agreed upon SLA.				
TC-51	Identity Management and Authentication	Enforce a single system identity for each unique user involved with the Exchange.				
TC-52	Identity Management and Authentication	Be able to establish family or household linkages between individual accounts.				
TC-53	Identity Management and Authentication	Provide routine intrusion detection testing and prevention services.				

TECHNICAL REQUIREMENTS TRACEABILITY MATRIX

Ref Code	Category	Requirement Description "The system shall…"	Agrees to Meet	Does Not Agree to Meet	Bidder Response Narrative Section Reference	Comments/Clarifications
			Mark only 1 column with an "X" per requirement			
TC-54	Identity Management and Authentication	Provide Certificate Authority for secure server side transactions.				
TC-55	Identity Management and Authentication	Provide a complete user provisioning and de-provisioning solution to support achievement of the privacy and security requirements as defined by the Exchange.				
TC-56	Identity Management and Authentication	Support user account authentication procedures with configurable parameters (time, cipher strength, logon attempts, etc.).				
TC-57	Identity Management and Authentication	Support account retirement and deactivation.				
TC-58	Identity Management and Authentication	Support, issue, and manage public key certificates for secure transactions.				
TC-59	Identity Management and Authentication	Support the ability to verify and validate system identity via public key certificates for secure transactions.				
TC-60	Identity Management and Authentication	Support the ability to delegate or utilize 3rd party authentication services for specific transactions via an external trust and authentication.				
TC-61	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-62	Information Technology Help Desk	Be held accountable to issue resolution standards as defined by the agreed upon SLA.				
TC-63	Information Technology Help Desk	Operate an incident management system that provides reporting in line with agreed upon SLA.				
TC-64	Interfaces	Provide the capability for real-time interfaces via web services to transfer data between the Exchange's solution and external systems and databases.				
TC-65	Interfaces	Provide functionality to monitor, manage, and control web services.				
TC-66	Interfaces	Provide flexibility to interface using a variety of industry standard protocols including open interfaces and exposed APIs.				
TC-67	Maintenance and Operations	Provide routine maintenance periods as defined by the agreed upon SLA.				
TC-68	Maintenance and Operations	Conduct non-routine maintenance during a mutually agreeable timeframe as defined by the agreed upon SLA.				
TC-69	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-70	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-71	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-72	Maintenance and Operations	Provide version control management capability, allowing AHIM the ability to back up at least two versions.				

TECHNICAL REQUIREMENTS TRACEABILITY MATRIX

Ref Code	Category	Requirement Description "The system shall…"	Mark only 1 column with an "X" per requirement		Bidder Response Narrative Section Reference	Comments/Clarifications
			Agrees to Meet	Does Not Agree to Meet		
TC-73	Financial Transaction Processing	Meets the hosting and handling standards of Payment Card Industry (PCI) and ACH data.				
TC-74	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-75	Security	Support routine external penetration testing, threat identification and appropriate corrrective action.				
TC-76	Security	Maintain strict access controls to safeguard all areas where Exchange data could be accessed.				
TC-77	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-78	Security	Manage user profiles including defining access to data types and security credentials.				
TC-79	Security	Pass credentials for authentication and authorization from the Exchange solution to authenticate system access to web service transactions.				
TC-80	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-81	Security	Support "user exits" or a "pluggable authentication module" (PAM) to enable user transition between the solution and local systems that are authorized as third party connections to the solution.				
TC-82	Security	Implement and support two-factor authentication (i.e. two kinds of evidence).				
TC-83	Security	Provide the ability for web service providers and service consumers to interact via the solution.				
TC-84	Security	Provide the ability to implement security for transport and messaging via web services.				
TC-85	Security	Track all access so that an Accounting of Disclosures report can be provided to the individual if requested.				
TC-86	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.				

TECHNICAL REQUIREMENTS TRACEABILITY MATRIX

Ref Code	Category	Requirement Description "The system shall…"	Mark only 1 column with an "X" per requirement		Bidder Response Narrative Section Reference	Comments/Clarifications
			Agrees to Meet	Does Not Agree to Meet		
TC-87	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-88	Security	Provide the same security provisions for all system environments.				
TC-89	Security	Ensure that the Exchange solution system documentation is protected from unauthorized access.				
TC-90	Security	Define all initial user security roles and access permissions as defined by AHIM to ensure users are able to access the system at system go-live.				

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 SHOP Exchange 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.	Up to **6%** of the monthly operating fee, as follows: Any 1 of 4 not met: **1%** Any 2 of 4 not met **3%** Any 3 of 4 not met: **5%** All 4 not met: **6%**
The Contractor is to provide a system to monitor and report on responses as defined and approved by AHIM. 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 SHOP Exchange 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:	
SHOP Exchange Hours of Operation. SHOP Exchange access 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:	
1. Production Downtime. Production downtime for all SHOP Exchange components is to be no more than one (1) hour per month.	
2. Network Connectivity Downtime. Contractor network connectivity downtime for all SHOP Exchange 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 SHOP Exchange 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.	

2. Service Level Agreement – System Performance	
System performance is to be defined as SHOP Exchange 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. All metrics are to be measured and evaluated in seconds. The Contractor is to ensure system performance meets the following performance standards:	Up to **6%** of the monthly operating fee, as follows: Any 1 of 4 not met: **1%** Any 2 of 4 not met **3%** Any 3 of 4 not met: **5%** All 4 not met: **6%**
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.	
2. **Data Delivery.** 99.9% of data must be delivered accurately.	
3. **Transaction Completion.** 99.9% of system transactions must be completed accurately.	

4. Service Level Agreement – Operational Problem Management	
Key Performance Indicator	**Penalty**
The successful Contractor is to provide SHOP operational problem management for issues as they occur during the Maintenance & Operations phase of the project, including 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 defect from identification through correction, including all testing performed to ensure the correct fix is in place. Issues 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 errors in accordance with AHIM problem 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%**
Priority 1 Errors. Critical business impact. Indicates SHOP Exchange is unavailable for use resulting in a critical impact on operations. Requires immediate AHIM notification, half-hour updates and resolution within two (2) hours.	
Priority 2 Errors. Serious business impact. Indicates serious production issues where the SHOP Exchange is available but is severely limited and no workaround exists. Requires immediate AHIM notification, hourly updates and resolution within four (4) hours.	
Priority 3 Errors. Moderate business impact. Indicates moderate production issue where SHOP Exchange is usable but a workaround is available (not critical to operations). Requires AHIM immediate notification, two (2) hour updates, and resolution within twelve (12) hours.	
Priority 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).	

5. Service Level Agreement – Consumer Support Center	
Key Performance Indicator	**Penalty**
The Contractor is to provide customer service support, where customers are defined as Employers, Employees, Agents, and Brokers. The Contractor is to maintain sufficient staff and systems to manage, track and report on Customer Services via multiple channels, including telephone, web portal, e-mail, and web chat. The Contractor is to provide an integrated contact management system to be used in tracking and managing Customer contacts from all channels, and can report on Customer contact metrics separately.	

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5. Service Level Agreement – Consumer Support Center	
Customer Service support is to be available 100% of the time during Standard working hours, which are 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, (as specified by AHIM), and on an emergency basis if requested by AHIM. The Contractor is to ensure customer service support meets the following performance standards:	
1. **Average Speed of Answer.** At least 90% of all calls are to be answered within thirty (30) seconds, where "answer" means for each caller who elects to speak to a live representative. Answer 95% of routine calls within forty-five (45) seconds during normal working hours. Answer 99% of routine calls within sixty (60) seconds during normal working hours.	**1%** of the monthly operating fee
2. **Ring Busy Rate.** No more than 5% of incoming calls are to ring busy.	**1%** of the monthly operating fee
3. **On Hold Time.** On hold time is to be less than two (2) minutes for at least 90% of all calls, where on hold time is defined as the time (in seconds) elapsed before response by a human operator to the caller's inquiry. The weekly average wait or hold time shall not exceed one-hundred twenty (120) seconds.	**1%** of the monthly operating fee
4. **Abandonment Rate.** The weekly average abandonment rate shall be no more than five percent (5%). A call will be considered abandoned after the first thirty (30) seconds when a caller chooses to disconnect after the introductory SHOP Exchange message and prior to being connected to a staff member or voice mail.	**1%** of the monthly operating fee.
5. **Provider E-Mail Inquiry Response Timeliness.** Respond to at least 90% of e-mail correspondence within one (1) business days of receipt.	Up to **3%** of the monthly operating fee, as follows: >85% to <90% response: **1%** >80% to ≤85% response **2%** ≤80% response **3%**
6. **Web Chat Response Timeliness.** Respond to 100% of web chat requests within sixty (60) seconds.	**1%** of the monthly operating fee

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

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:

- 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 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**.

(a)   Continued Performance. Unless otherwise directed by AHIM, Contractor shall continue performance under this contract while matters in dispute are being resolved.

(b)   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.

(c)   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.

(d)   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**.

(a)   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.

(b)   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.

(c)   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.

(d)   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.

(e)   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:

(a)   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.

(b)   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.

(c)   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.

4.   **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.

5.   **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.

6.   **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.

(a)   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.

(b)   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.

(c) 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.

7. **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.

8. **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.

9. **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.

10. **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.

(a) 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.

(b) 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.

11. **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.

12. **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.

13. **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.

14. **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.

APPENDIX M