STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT

REQUEST FOR PROPOSALS (RFP)

RFP NO. 15-1800

PROJECT TITLE: Quality Assurance for the Washington All Payer Health Care Claims Database (WA-APCD) Implementation

PROPOSAL DUE DATE: January 12, 2016, 3:30 PM, Local Time, Olympia, Washington, USA.

E-mailed bids will NOT be accepted. Faxed bids will NOT be accepted.

ESTIMATED TIME PERIOD FOR CONTRACT: February 2016 – September 2016

BIDDER ELIGIBILITY: This procurement is open to those bidders who satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

AGENCY intends to award one contract to provide the services described in this RFP.

The Office of Financial Management (OFM), Forecasting and Research Division is soliciting Proposals from Bidders to procure the Services of a Quality Assurance Contractor to provide quality assurance for Washington's statewide all payer health care claims database (WA-APCD) project under its Health Care Price Transparency Project. As required by law, Chapter 43.371 RCW, OFM must establish the WA-APCD through a procurement for the services of a Lead Organization and Data Vendor to implement and maintain this system.

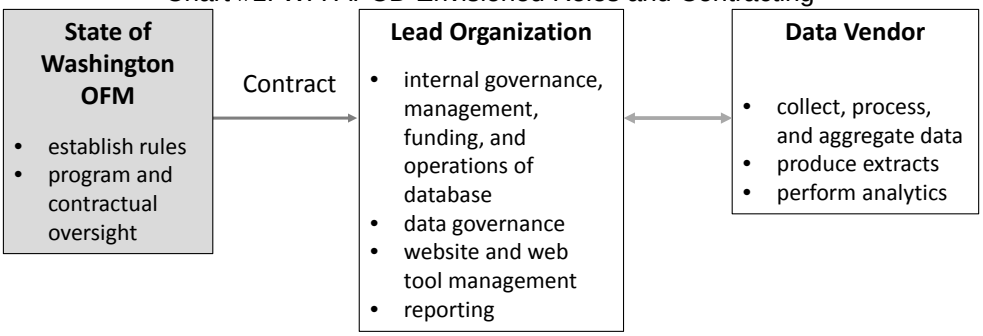
RCW 43.371.020 directs OFM to establish the WA-APCD to support transparent public reporting of health care information. The database must improve transparency to:

1. Assist patients, providers, and hospitals to make informed choices about care
2. Enable providers, hospitals, and communities to improve by benchmarking their performance against that of others by focusing on best practices
3. Enable purchasers to identify value, build expectations into their purchasing strategy, and reward improvements over time
4. Promote competition based on quality and cost

The database must systematically collect all medical and pharmacy claims from private and public payers, with data from all settings of care, which will permit the systematic analysis of health care delivery. Data suppliers include public (state and federally purchased), private and voluntary (self-insured).

The law requires OFM to use a competitive procurement process to select a Lead Organization to coordinate and manage the WA-APCD. Further, the law requires the Lead Organization to enter into a contract with a Data Vendor to perform data collection, processing, aggregation, extracts, and analytics (see Chart #1: WA-APCD Envisioned Roles and Contracting below.)

Chart #1: WA-APCD Envisioned Roles and Contracting



OFM is currently procuring for the Lead Organization and subcontracted Data Vendor (see OFM RFP #15-1400 located on OFM's procurement webpage: http://www.ofm.wa.gov/contracts_procurements/default.asp) to implement the WA-APCD, establish health care claims data collection mechanisms, collect historical claims and establish its ongoing administrative infrastructure, processes and procedures. The Lead Organization will perform its work offsite, and the WA-APCD will be hosted and maintained by the Data Vendor offsite. OFM does not have a role in implementing the WA-APCD beyond providing oversight both contractual and general. The successful WA-APCD Lead Organization and Data Vendor are slated to begin work on February 12, 2016.

The WA-APCD project has been deemed a Level 2 project by the Office of the Chief Information Officer (OCIO). Because of the sensitive nature of the data to be collected and the interest of a wide range of external stakeholders, including the Governor's office, health care insurers, providers and consumers, the business community and other state agencies, external QA is required for the establishment of the Lead Organization and the implementation of the WA-APCD.

CMS Grants

In September 2013, OFM Forecasting and Research Division received a two-year grant from the Centers for Medicare and Medicaid Services (CMS) (Rate Review Cycle III grant) for its Health Care Price Transparency Project to establish the WA-APCD and produce health care claims-based fee schedules. The WA-APCD legislation introduced in 2015 changed the original approach to establishing the system and pushed the timeline out. A one-year, no-cost extension was received by OFM from CMS and extends the end of the Cycle III grant timeline to September 30, 2016.

In September 2014, OFM's Health Care Price Transparency Project received an additional two-year grant (CMS Rate Review Cycle IV grant) for the creation of health care claims data products from the WA-APCD once the system is up and running. Money apportioned to OFM in the 2015 budget from the Health Care Authority's (HCA) State Innovation Model (SIM) grant funds the creation of the Washington State Common Measure Set for Health Care Quality and Cost reporting with claims data out of the WA-APCD. The work under these grants, as well as some additional work funded by the Cycle III grant, are not included in this QA RFP.

No other funding is available for the WA-APCD. The law requires the WA-APCD Lead Organization and the WA-APCD to be self-sustainable after their establishment.

The Assistant Director for the OFM Forecasting and Research Division is the Project Sponsor. The Program Director is the Division's Senior Forecasting and Research Manager for Human Services. The Health Care Price Transparency project has a grant-funded, dedicated Project Director whose focus is the rule making under the WA-APCD law (http://www.ofm.wa.gov/healthcare/pricetransparency/). The Health Care Price Transparency project also has a contracted Project Manager (at .7 FTE) to manage grant budgeting, work plan and federal reporting activities under the Cycle III and Cycle IV grants, as well as manage the relationship with the Lead Organization through its establishment of the WA-APCD and production of additional claims data products.

1.2. OBJECTIVES AND SCOPE OF WORK

The Contractor will provide Quality Assurance for OFM over the project to establish the Lead Organization, Data Vendor and the WA-APCD (specifically SOW #1 from OFM's RFP 15-1400.)

The QA Consultant is considered a key person on the project and is expected to perform the following:

- Participate in project meetings conducted by the WA-APCD Lead Organization with the Data Vendor
    - OFM anticipates most of these meetings will be via teleconference
- Participate in regular meetings between OFM's Health Care Price Transparency Project Manager and the WA-APCD Lead Organization's project management
    - OFM anticipates most of these meetings will be via teleconference
- Monitor and track with OFM Project Management the Lead Organization and Data Vendor processes, procedures and deliverables while focusing on issues of substance that affect the course of the WA-APCD Project
- Participate in bi-weekly meetings at OFM with the Program Director
- Provide ongoing, timely, and independent advice and recommendations to the Project Sponsor, Program Director, Project Management, and key stakeholders

- Provide periodic reviews, analysis, and feedback about the establishment of the WA-APCD and the necessary administrative functions to OFM and for reporting to the Office of the Chief Information Officer (OCIO)
- Help with the development of alternative actions or approaches

Specific Deliverables are:

1. Quality Assurance Plan
2. Finalized Work Plan
3. Initial Assessment Report
4. Monthly QA Reports
    a. To be provided to the OCIO for publication on its dashboard
5. Post Implementation Report with Lessons Learned
    a. To be provided to the OCIO for publication on its dashboard

OFM believes that the hours for QA will average approximately 20 hours a month, given the nature of this project.

1.3 MINIMUM QUALIFICATIONS

The QA Contractor must:

- Be licensed to do business in Washington state or provide a commitment that it will become licensed in Washington State within thirty (30) calendar days of being selected as the apparently successful contractor
- Commit that the staff proposed in its proposal will actually perform the contracted services. The QA Contractor by submitting a proposal agrees that it will not remove the selected staff person without the prior approval of OFM. If removal is permitted, the QA Contractor agrees that it will submit the name of the proposed replacement, who must meet the qualifications/experience requirements, for OFM's review and approval before the individual is assigned responsibility for services of any contract awarded as a result of this procurement.

The consultant proposed by the QA Contractor must:

- Have a minimum of five (5) years of recent QA experience for complex projects that included multiple organizations and diverse stakeholders
- Have experience acting as lead QA for at least three (3) successful technology projects where the stakeholders were satisfied with the results.
    - Two (2) of these projects must have been for government entities
    - Two (2) of these projects must have entailed the state contracting with a system implementation vendor

Contractors, who do not meet these mandatory qualifications, will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated and no score will be assigned.

1.4 FUNDING

The overall budget for the proposed services shall not exceed Fifty Thousand Dollars ($50,000.00). Compensation for work associated with this project will be based on the services provided at a cost established under the contract. Contractors are encouraged to submit proposals, which are consistent with state government efforts to conserve state resources.

Any contract awarded as a result of this procurement is contingent upon the availability of funding. In the event additional funding becomes available, any contract awarded may be renegotiated for additional related services.

Federal Grant Required Information
The project described is funded by Funding Opportunity Number PR-PRP-13-001 from the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services.

- 100% of the total cost of this work is financed with federal money.
- OFM received $3,407,553.00 in federal funds for the Health Insurance Rate Review Grant Program, Grants to States to Support Health Insurance Rate Review and Increase Transparency in Health Care Pricing, Cycle III grant, under which this work is funded.
- 0% ($0) of the total cost of the project is financed by nongovernmental sources.

1.5 CONTRACT

OFM intends to award one contract to provide the services described in this RFP.

The term of the Contract will be approximately eight (8) months commencing upon the start date or execution date, whichever is later. Amendments extending the period of performance, if any, shall be at the sole discretion of OFM.

Additional services that are appropriate to the scope of this RFP, as determined by OFM, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

The Contractor will be subject to the Health Insurance Rate Review Cycle III Grant Award Terms and Conditions, which is attached to this RFP.

1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.7 DEFINITIONS

Definitions for the purposes of this RFP include:

Agency – The Office of Financial Management is the agency of the state of Washington that is issuing this RFP.

Apparent Successful Bidder – The consultant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Bidder – Individual or company interested in the RFP and that may or does submit a proposal in order to attain a contract with the AGENCY.

Contractor – Individual or company whose proposal has been accepted by the AGENCY and is awarded a fully executed, written contract.

Key Personnel - Staff being proposed to do the work under this Proposal.

Milestones - Major progress points along a project timeline that must be reached to achieve success. These points may signal anchors such as a project start and end date, a need for external review or input, quality control checks, among others. This could include planning, fieldwork, draft reports, final reports, quality assurance, etc.

OFM – The Washington State Office of Financial Management,

Proposal – All material prepared and assembled by a Bidder, and which the Bidder submits in response to this RFP.

RCW - Revised Code of Washington. (All references to RCW chapters or sections shall include any successor, amended, or replacement statute.)

RFP - Request for Proposals; i.e., this RFP document.

RFP Coordinator - The person named in this RFP as the RFP Coordinator, or the RFP Coordinator's designee within the Office of Financial Management. The sole point of contact within OFM regarding this RFP for potential Bidders and other interested parties.

Statement of Work - A statement of the work or services which the Contractor is to perform under any contract awarded, and which is generally in the form of an exhibit attached to the contract.

WEBS – Washington's Electronic Business Solution. OFM encourages all bidders to register with WEBS at http://www.ga.wa.gov/Webs/.

1.8 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). Bidders may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR BIDDERS

2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the AGENCY for this procurement. All communication between the Consultant and the AGENCY upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	Bonnie Lindstrom
E-Mail Address	Bonnie.lindstrom@ofm.wa.gov
Mailing Address	PO Box 43113, Olympia, WA 98504-3113
Physical Address for Delivery	302 Syd Snyder Ave. S.W., Third Floor, Olympia, WA 98504
Phone Number	360/902.0568

Any other communication will be considered unofficial and non-binding on the AGENCY. Bidders are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator will result in disqualification of the Bidder.

2.2. PROCUREMENT SCHEDULE

The Procurement Schedule outlines the tentative schedule for important action dates and times. All dates after the proposal submission due date are approximate and may be adjusted as conditions indicate, without amending this document. It is the Bidder's sole responsibility to periodically check WEBS at ***http://www.ga.wa.gov/Webs/*** for amendments to this document.

OFM issues Request for Proposals	December 11, 2015
Bidder may submit written questions until 3:30 pm, Local Time, Olympia WA	December 18, 2015
OFM will issue responses	January 5, 2016
Complaints due by 3:30 pm Local Time, Olympia, WA	January 6, 2016
Bidder must submit Proposal by 3:30 p.m. Local Time, Olympia, WA	January 12, 2016
OFM evaluation of Proposals	January 14, 2016
Bidder Oral Presentations if determined to be necessary by OFM	January 15, 2016
OFM notifies Apparently Successful Bidder and begins contract negotiations	January 19, 2016
OFM notifies unsuccessful Bidders	January 19, 2016
Unsuccessful Bidders may request debriefing until 3:30 p.m. Local Time, Olympia, WA	January 22, 2016
OFM holds debriefing conferences, if requested	January 26, 2015
Begin contract work	February 3, 2016

The AGENCY reserves the right to revise the above schedule.

2.3 QUESTIONS AND ANSWERS

Bidders may fax, e-mail, or mail written questions to the RFP Coordinator. Questions will be accepted until the date set forth in the Procurement Schedule. Early submission of questions is encouraged. Questions and answers will be posted by addenda on WEBS. Bidders may only rely on written statements Issued by the RFP Coordinator. Any oral communications are unofficial and are not binding on OFM.

2.4 SUBMISSION OF PROPOSALS

Bidders are required to submit four (4) copies of their proposal. One copy must be marked “Original” and the other three (3) marked “Copy”. The “Original” must have original signatures and the copies can have photocopied signatures. All copies must be identical in content to the “Original” as the evaluators will only be evaluating the copies. The Bidder must identify on the “Original” and each copy of its proposal the RFP #15-1800 and Title, Quality Assurance for the Washington All Payer Health Care Claims Database (WA-APCD) Implementation. Bidder must also include one “soft” copy of the proposal, provided on a thumb drive.

The proposal, whether mailed or hand delivered, must arrive at the AGENCY no later than 3:30 pm, Local Time, Olympia, WA, on January 12, 2016.

The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFP Coordinator.

Bidders mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Bidders assume the risk for the method of delivery chosen. The AGENCY assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission or using email.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of the AGENCY. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Director of the AGENCY, or his Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words “Proprietary Information” printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Bidder has marked as "Proprietary Information," the AGENCY will notify the Bidder of the request and of the date that the records will be released to the requester unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified. If a Bidder obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the AGENCY shall maintain the confidentiality of the Bidder's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals, who have made the RFP Coordinator aware of their interest. Addenda will also be published on WEBS at https://fortress.wa.gov/ga/webscust. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on WEBS.

The AGENCY also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. For information on certified firms, Bidders may contact OMWBE at 360/753-9693 or http://www.omwbe.wa.gov.

2.8 ACCEPTANCE OF RFP TERMS

The Bidder acknowledges that the submission of a Proposal which includes a signed Bidder Certification and Assurances Form, attached as Exhibit A, constitutes a binding offer that is valid for 60 days from the due date for receipt of proposals.

2.9 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Bidder is specifically notified that the AGENCY may reject or withdraw a Proposal at any time as nonresponsive for any of the following reasons:

a. Incomplete Proposal
b. Submission of a proposal that proposes services that deviate from the technical requirements set forth in this document
c. Failure to comply with any part of this RFP or any exhibit to this RFP
d. Submission of incorrect, misleading, or false information.

The AGENCY also reserves the right at its sole discretion to waive minor administrative irregularities.

2.10 MOST FAVORABLE TERMS

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Bidder can propose. There will be no best and final offer procedure. The AGENCY does reserve the right to contact a Bidder for clarification of its proposal.

The Apparent Successful Bidder should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Bidder's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the AGENCY.

2.11 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Bidder to submit its own standard contract terms and conditions in response to this solicitation. The Bidder may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as Track Changes to Exhibit B. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

2.12 COSTS TO PREPARE PROPOSAL

The AGENCY will not be liable for any costs incurred by the Bidder in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP

2.13 NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or the AGENCY to contract for services specified herein.

2.14 REJECTION OF PROPOSALS

The AGENCY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.15 COMMITMENT OF FUNDS

The Director of the AGENCY or his delegate is the only individual who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.16 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

2.17 INSURANCE COVERAGE

The Contractor is to furnish the Agency with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Agency within fifteen (15) days of the contract effective date.

Liability Insurance

1) Commercial General Liability Insurance: Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than $1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

   Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2) Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than $1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance: In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than $1,000,000 each accident for bodily injury by accident or $1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The state of Washington, [agency name], its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
2. **Cancellation.** State of Washington, [*agency name*], shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.
3. **Identification.** Policy must reference the state's contract number and the agency name.
4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Office of Financial Management Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC
5. **Excess Coverage.** By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

Workers' Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

2.18 COMPLAINTS

This procedure is available to potential Bidders who are contemplating submitting a bid in response to this RFQQ. Only complaints concerning the following subjects shall be considered:

- A claim that the solicitation unnecessarily restricts competition;
- A claim the solicitation evaluation or scoring process is unfair or flawed, or
- A claim the solicitation requirements are inadequate or insufficient to prepare a response.

Consultants complaining about this procurement shall follow the procedures described below. Complaints that do not follow these procedures shall not be considered. If a Consultant registers a complaint against this solicitation, the complaint cannot be raised again during the protest period.

All complaints must be in writing and signed by the complaining party or an authorized Agent. The complaint must be sent to the Procurement Coordinator, or designee, by 3:30 Local Time, Olympia, WA on the date designated in Section 2.2 of this RFP, and must clearly articulate the basis for the complaint. The consultant submitting the complaint must also include a proposed remedy.

Upon receipt of a complaint, a complaint review will be held by the AGENCY. The AGENCY procurement coordinator will respond to complaints in writing and the AGENCY director will be notified of all complaints and provided a copy of the AGENCY'S response. A copy of the response to the complaint, including any changes to the solicitation, will also be posted to WEBS.

The complaint process does not include an appeal process.

3. PROPOSAL CONTENTS

Proposals must be written in English and submitted on eight and one-half by eleven inch (8 ½" x 11") paper with tabs separating the major sections of the proposal. The four major sections of the proposal are to be submitted in the order noted below:

3.1 Administrative Requirements

3.2 Technical Proposal

3.3 Qualifications/Experience; and,

3.4 Quotation/Cost Proposal

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Bidder in preparing a thorough response.

3.1. ADMINISTRATIVE REQUIREMENTS (Section 1 of Proposal)

a. Letter of Submittal. Bidders must include a signed Letter of Submittal on Bidder's official business letterhead as the first page. Signing the Letter of Submittal indicates that the Bidder accepts the terms and conditions of the RFP.

(1) Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.

(2) The name of the contact person for this RFP.

(3) Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)

(4) Legal status of the Bidder (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.

(5) Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Bidder does not have a UBI number, the Bidder must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.

(6) Location of the facility from which the Bidder would operate.

(7) Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Bidder's organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the Bidder may be disqualified from further consideration for the award of a contract.

(8) A list of all RFP addenda downloaded by the Bidder from WEBS and listed in order by addenda number and date. If there are no RFP addenda, the Bidder must include a statement to that effect.

(9) A statement substantiating that the person who signs the letter is authorized to contractually bind the Bidder's firm.

(10) A statement substantiating that the Bidder meets all of the Minimum Qualifications as listed in Section 1.3, Minimum Qualifications.

(11) Submit a statement confirming that the Bidder and its subcontractors under this procurement will register in the Federal System for Award Management database within 30 calendar days of signing a contract.

(12) Identification of the page numbers on the Bidder's Proposal that are marked "Proprietary Information".

(13) If the Bidder or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.

(14) If the Bidder's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.

(15) If the Bidder has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Bidder's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Bidder was in default.

(16) Submit full details of the terms for default including the other party's name, address, and phone number. Present the Bidder's position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Bidder in the past five years, so indicate.

b. Bidder Certification and Assurances Form

Bidders must submit a completed Bidder Certification and Assurances Form, Exhibit A. Please sign and include any attachments that are necessary.

c. Reference Section

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of

- three (3) business references for the Bidder
- three (3) business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided

Do not include current AGENCY staff as references as doing so will cause your proposal to be disqualified. By submitting a proposal in response to this Work Request, the Bidder and team members grant permission to AGENCY to contact these references and others, who from AGENCY's perspective, may have pertinent information. AGENCY may or may not, at AGENCY's discretion, contact references. The AGENCY may evaluate references at the AGENCY'S discretion.

d. OMWBE Certification

If you are certified as a minority-owned firm and/or women-owned firm, include proof of certification issued by the Washington State Office of Minority and Womens Business Enterprises (OMWBE).

3.2. TECHNICAL PROPOSAL (Section 2 of Proposal)

The Technical Proposal must contain a comprehensive description of contractor services including the following elements:

General Requirements: In this section of the Proposal, the Bidder is to provide the approach to conducting Quality Assurance for this project and for each of the Deliverables which is consistent with the goals and objectives of the project and demonstrates the Bidder's understanding of the skills and resources required to successfully accomplish the objectives of the project and assure timely completion of deliverables.

Numbering of Responses. Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Bidder's response to the question. A reference to another section will not suffice, each answer must stand alone.

Attachments. Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

Points Awarded for Responses. The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

a. Project Approach. Submit the specific approach the individual will take in performing Quality Assurance for the WA-APCD project, given the organization of the project and the roles of the Lead Organization and Data Vendor.

(10 points possible)

b. Deliverable Approaches Submit the approach to completing each deliverable listed below.

1. Quality Assurance Plan
2. Finalized Work Plan
3. Initial Assessment Report
4. Monthly QA Reports
5. Post Implementation Report with Lessons Learned

(20 points possible)

3.3. QUALIFICATIONS/EXPERIENCE (Section 3 of Proposal)

General Requirements: The qualifications/experience section of the proposal must contain information that will demonstrate to the evaluation committee the Bidder's understanding of the types of services proposed and the Bidder's ability to accomplish them.

Numbering of Responses. Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Bidder's response to the question. A reference to another section will not suffice, each answer must stand alone.

Attachments. Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

Points Awarded for Responses. The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

a. Provide the name and describe the proposed individual's experience in the past five (5) years for three (3) successful technology projects where the stakeholders were satisfied with the results.

    1. Two (2) of these projects must have been for government entities
    2. Two (2) of these projects must have entailed the state contracting with a system implementation vendor

    Attach a resume of the individual who will be the QA Consultant. The resume should describe the individual's:

    1. Educational background
    2. Years of experience performing Quality Assurance
    3. Work experience and skills specifically related to Quality Assurance, including client names where possible
    4. Overall experience with the state of Washington

    (40 points possible)

b. Attach an example of each of the following products created by the individual proposed and delivered to a client (client names and client-identifying project details may be blacked out)
    1. Quality Assurance Plan
    2. Initial Assessment Report
    3. Monthly Quality Assurance Report
    4. Post Implementation Report

    (20 points possible)

3.4. QUOTATION/COST (Section 4 of Proposal)

This section of the proposal is worth 10 points.

Bidders must submit their *average hourly rate*

The score for the quotation/cost proposal will be computed by dividing the lowest average hourly rate received by the Bidder's average hourly rate. Then the resultant number will be multiplied by the maximum possible points for the cost section. Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Washington State Office of Minority and Women's Business Enterprises, if applicable.

Consultants are required to collect and pay Washington State taxes as applicable.

4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by the AGENCY, which will determine the ranking of the proposals.

The RFP Coordinator may contact the Bidder for clarification of any portion of the Bidder's proposal.

4.2. EVALUATION WEIGHTING AND SCORING

The maximum number of evaluation points available is 100. The Administrative Requirements are evaluated on a pass/fail basis. The following points will be assigned to the Proposal for evaluation purposes:

WRITTEN PROPOSAL	
Technical Proposal	30 Points
Qualifications/Experience Proposal	60 Points
Quotation/Cost Proposal	10 Points
Total (for Written Proposal)	100 Points

Scores from the written evaluations of Sections 2. Technical Proposal, and 3. Qualifications/Experience Proposal will be consensus scored by evaluators. Scores for Section 4. Quotation/Cost Proposal will be added to the evaluator's total scores. If OFM elects to conduct Oral Presentations, the highest-scoring bidders as a result of the Written Evaluations will be invited to make an Oral Presentation.

4.3 FINAL DETERMINATION OF APPARENTLY SUCCESSFUL BIDDER

The AGENCY may, after evaluating the written proposals, decide at that point to award the contract to the Bidder whose proposal best fits the needs of the AGENCY. The AGENCY may also elect to schedule oral presentations of the finalists. Should oral presentations become necessary, the AGENCY will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

If the AGENCY opts for an Oral Evaluation, Written scores will then be set aside and final evaluations will be based upon the oral presentation, the Bidder's proposal, key staff references, as well as any other information known about the Contractor's prior and expected performance by AGENCY.

OFM management shall make the final determination as to which Bidder, initially designated as a finalist, shall be officially selected and notified as the Apparently Successful Bidder.

Any Bidder who would be an Apparently Successful Bidder based on the scores awarded by the evaluators, and who is not selected, shall be provided, upon request, the reasons why OFM selected a Bidder with a lower final score.

4.4 NOTIFICATION TO BIDDERS

The AGENCY will notify the Apparently Successful Bidder of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail or facsimile.

4.5 DEBRIEFING OF UNSUCCESSFUL BIDDERS

Any Bidder who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator no later than 3:30 PM, local time, in Olympia, Washington on the date as specified in Section 2.2 of the RFP.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the firm's proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer's final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6 PROTEST PROCEDURE

Protests may be made only by Unsuccessful Bidders who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed five (5) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 3:30 PM, local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature.

Bidders protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or AGENCY policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) AGENCY'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Bidder that also submitted a proposal, such Bidder will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY's action; or
- Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the AGENCY options which may include:

  -- Correct the errors and re-evaluate all proposals, and/or

  --Reissue the solicitation document and begin a new process, or

  --Make other findings and determine other courses of action as appropriate.

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful bidder. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.

2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.

4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.

5. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.

7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

9. I/we grant the AGENCY the right to contact references and other, who may have pertinent information regarding the ability of the Consultant and the lead staff person to perform the services contemplated by this RFP.

10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (circle one) **are / are not** submitting proposed Contract exceptions. (See Section 2.11, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Bidder submitting this proposal, my name below attests to the accuracy of the above statement.

_____

Signature of Proposer

_____

Title Date

EXHIBIT B

CONTRACT BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT
AND

This Contract is made and entered into by and between the state of Washington, <Insert Agency Name>, hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR,"

(Contractor Name)

(Address)

(City, State Zip)

Phone:

Email:

Federal ID No.:

WA State UBI No.:

PURPOSE

The purpose of this contract is to

SCOPE OF WORK

The CONTRACTOR will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Option 1: Identify all tasks, work elements and objectives of the contract, and timetables by which major parts of the work are to be completed. The scope of work may be included within the text of the contract or attached as a separate exhibit as shown in Option 2 below.

Option 2: as included in the CONTRACTOR's Proposal dated _____ attached as Exhibit B, and the AGENCY'S Request for Proposals attached as Exhibit C.

Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.

The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

All written reports required under this contract must be delivered to _____, the Contract Manager, in accordance with the schedule above.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from _____ or date of execution, whichever is later, through _____, unless sooner terminated or extended as provided herein.

COMPENSATION AND PAYMENT

AGENCY shall pay an amount not to exceed _____ Dollars ($_____) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Expenses: CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed $_____, which amount is included in the contract total above. Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. CONTRACTOR shall receive compensation for travel expenses at current state travel reimbursement rates.

BILLING PROCEDURES AND PAYMENT

AGENCY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Contract Manager not more often than monthly. The invoices shall describe and document to the AGENCY'S satisfaction a description of the work performed, the progress of the project, and fees. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when**.** A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the AGENCY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

CONTRACT MANAGEMENT

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

CONTRACTOR Contract Manager	**AGENCY Contract Manager**
Enter Contract Manager's Name	Enter Contract Manager's Name
Enter Name of CONTRACTOR	Enter Name of AGENCY
Enter CONTRACTOR Address	Enter AGENCY Address
Enter City, State & Zip Code	Enter City, State & Zip Code
Phone : ( )	*Phone:* ( )
Fax: ( )	*Fax:* ( )

Email address:	*Email address:*

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section (or as set forth in the Request for Proposals No. 15-1800. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontract, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage which shall be maintained in full force and effect during the term of this Contract, as follows:

1. Commercial General Liability Insurance Policy – Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. Automobile Liability – In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

   $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage

3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY 30 days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within fifteen days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

ASSURANCES

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

ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B - Request for Proposals No. 15-2100.
- Exhibit C – Contractor's Proposal dated _____
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of _____ pages and _____ attachment(s), is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CONTRACTOR'S NAME]		**[AGENCY NAME]**	
Signature		Signature	
Title	Date	Title	Date

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

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

a. "AGENCY" shall mean the Office of Financial Management of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.

b. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.

c. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.

d. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180(2), the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

4. AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the AGENCY.

7. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

9. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

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

10. COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free,

irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

11. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

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

12. DEBARMENT: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

a. Contractor, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

2) Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

4) Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.

b. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.

c. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by AGENCY.

d. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1) The lower tier contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the lower tier contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.

e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact AGENCY for assistance in obtaining a copy of these regulations.

13. DISALLOWED COSTS

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

14. DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

a. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the CONTRACTOR'S name, address, and contract number; and

- Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.

b. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.

c. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.

d. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

15. DUPLICATE PAYMENT

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

16. GOVERNING LAW

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

17. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

18. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

19. INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

20. LICENSING, ACCREDITATION AND REGISTRATION

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

21. LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

24. PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

25. PUBLICITY

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

26. RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

28. RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all

reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

30. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

31. SITE SECURITY

While on AGENCY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

33. TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

34. TERMINATION DUE TO CHANGE IN FUNDING

If the funds OFM relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, OFM may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

35. TERMINATION FOR CAUSE

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

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

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

The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

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

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

a. Stop work under the contract on the date, and to the extent specified, in the notice;

b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;

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

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

e. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;

f. Complete performance of such part of the work as shall not have been terminated by the AGENT; and

g. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

38. TREATMENT OF ASSETS

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

b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.

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

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

e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract

f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

39. U.S. Department of Treasury, Office of Foreign Assets Control

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at http://www.treas.gov/offices/enforcement/ofac/index.html. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

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

40. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

EXHIBIT C

The Health Insurance Rate Review Grant Program
Grants to States to Support Health Insurance Rate Review and Increase Transparency in Health Care Pricing, Cycle III

Standard Terms & Conditions
Attachment A

1. **Recipient**. The Recipient is the Grantee designated in the Notice of Award.

2. **The HHS Grants Policy Statement (HHS GPS).** This award is subject to the requirements of the HHS GPS that are applicable to the Recipient based on your Recipient type and the purpose of this award. This includes any requirements in Part I and II (available at http://www.hhs.gov/asfr/ogapa/grantinformation/hhsgps107.pdf) of the HHS GPS that apply to an award. Although consistent with the HHS GPS, any applicable statutory or regulatory requirements directly apply to this award in addition to any coverage in the HHS GPS.

3. **Uniform Administrative Requirements.** Title 45 of the Code of Federal Regulations (CFR) provides uniform administrative requirements for all Department of Health and Human Services (DHHS) grants and cooperative agreements, in 45 CFR Parts 74 and 92. These regulations are based upon entity type and can be accessed via the links provided below.

45 CFR Part 74 - Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations http://www.gpo.gov/fdsys/pkg/CFR-2002-title45-vol1/pdf/CFR-2002-title45-vol1-part74.pdf

45 CFR Part 92 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments http://www.gpo.gov/fdsys/pkg/CFR-2002-title45-vol1/pdf/CFR-2002-title45-vol1-part92.pdf

4. **Cost Principles.** This award is subject to the principles set forth for determining costs of grants, contracts, and other agreements based upon entity type as set forth in the following cost principle documents which can be accessed via the links provided below.

- **Institutions of Higher Education:** 2 CFR Part 220 (Formerly OMB Circular A-21) http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=3fd130e33cb191db5ba0dc9ed464f752&rgn=div5&view=text&node=2:1.1.2.10.4&idno=2

- **State and Local Governments:** 2 CFR Part 225 (Formerly OMB Circular A-87) http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr225_main_02.tpl

- **Nonprofit Organizations:** 2 CFR Part 230 (Formerly OMB Circular A-122) http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=3fd130e33cb191db5ba0dc9ed464f752&rgn=div5&view=text&node=2:1.1.2.10.8&idno=2

- **Hospitals:** 45 CFR Part 74, Appendix E http://www.gpo.gov/fdsys/pkg/CFR-2007- title45-vol1/pdf/CFR-2007-title45-vol1-part74-appE.pdf

- **For-Profit Organizations: FAR 31.2** [Contracts with Commercial Organizations] http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=80bc6470ba120ab181d9a93a600a420d&rgn=div5&view=text&node=48:1.0.1.5.30&idno=48

5. Additional Cost Requirements. Recipients must comply with the following supporting documentation conditions:

- Equipment/Technology items – As defined in 45 CFR Parts 74 and 92, equipment means tangible nonexpendable personal property, including exempt property, charged directly to the award having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. However, consistent with recipient policy, lower limits may be established. Technology items such as computers that do not meet the $5,000 per unit threshold and a lower limit is not set by recipient policy (and may therefore be classified as supplies), must still be individually tagged and recorded in an equipment/technology database. This database should include any information necessary to properly identify and locate the item. For example: serial # and physical location of equipment (e.g. laptops, tablets, etc.). **In addition, purchase of Technology items (both those classified as equipment (tangible nonexpendable personal property with an acquisition cost of $5,000 or more per unit) and those classified as supplies (tangible expendable personal property with an acquisition cost of less than $5,000 per unit)), over and above that which is already approved in the budget must be approved by the Grants Management Specialist (regardless of acquisition cost).**

- Travel mileage expenses - All federally funded travel must be tracked through a travel log which includes: traveler/position, destination, length of stay, mileage, per diem, reason for the trip, airfare, and any other reimbursable expenses.

- Conference attendance - For attendance at any conference, including those sponsored by CMS, recipients must submit a breakdown of costs associated with attending the conference for prior approval. This should include all costs associated with travel to the conference and a brief narrative explaining the program related purpose/how attending the conference will further the objectives of the program. (see **Attachment C** for the HHS Policy on Promoting Efficient Spending for Conferences and Meetings)

6. Audit Requirements. OMB Circular A-133 provides requirements for the audit of States, local governments, and non-profit organizations expending Federal awards. Non-federal entities that expend $500,000 or more in a year in Federal awards shall have a single or

program specific audit conducted for that year in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf).

For questions and information concerning the submission process, please contact the Federal Audit Clearinghouse (entity which assists Federal cognizant and oversight agencies in obtaining OMB Circular A-133 data and reporting packages) at http://harvester.census.gov/sac or 888-222-9907.

*Commercial Organizations should consult 45 CFR 74.26(d) for specific audit requirements.

7. Programmatic and Financial Reporting. Recipients must comply with the programmatic and financial reporting requirements outlined in Attachment B, Special Terms and Conditions. Failure to submit reports (i.e. financial, progress, or other required reports) on time may be basis for withholding financial assistance payments, suspension, termination or denial of continued funding. A history of such unsatisfactory performance may result in a designation of "high risk" for the recipient organization and may jeopardize potential future funding from the Department of Health and Human Services.

8. Funding for Recipients. All funding provided under this award shall be used by the Recipient exclusively for the program referenced in the Notice of Award, as defined in section 2794 of the Public Health Service Act, described in the funding opportunity announcement, and delineated in the Recipient's approved proposal. This includes any approved revisions, as applicable, made subsequent to the Recipient's approved proposal. If the Recipient should use any of the funds for any purpose other than for the approved program, then all funds provided under this award shall be returned to the United States Treasury.

9. Public Reporting. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with Federal money, clearly state: (1) the percentage of the total cost of the project financed with Federal money; (2) the dollar amount of Federal Funds for the project; and (3) the percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

10. Central Contractor Registration and Universal Identifier Requirements. This award is subject to the requirements of 2 CFR part 25, Appendix A. For the full text of the award term, go to http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/award-term-for- central-contractor-registration.html. To complete CCR requirements, Recipients must register or maintain registration in the System for Award Management (SAM) database. Please consult the SAM website (https://www.sam.gov/portal/public/SAM/) for more information.

11. Trafficking in Persons. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text

of the award term, go to http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/trafficking-term.html.

12. Subaward Reporting and Executive Compensation. This grant is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L.
109-282), as amended by section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170. Grant and cooperative agreement recipients must report information for each first-tier subaward of $25,000 or more in Federal funds and executive total compensation for the recipient's and subrecipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. For the full text of the award term, go to http://www.cms.gov/CCIIO/Resources/Funding-Opportunities/ffata.html. For further assistance, please contact Iris Grady, the Grants Management Specialist assigned to monitor the subaward and executive compensation reporting requirements at divisionofgrantsmanagement@cms.hhs.gov.

13. **Fraud, Waste, and Abuse.** The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by email to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

14. Human Subjects Protection. If applicable to Recipient's program, the Recipient bears ultimate responsibility for protecting human subjects under the award, including human subjects at all sites, and for ensuring that an assurance approved by OHRP and certification of IRB review and approval have been obtained before human subjects research can be conducted at each collaborating site. Recipients may not draw funds from the payment system, request funds from the paying office, or make obligations against Federal funds for research involving human subjects at any site engaged in nonexempt research for any period not covered by both an OHRP-approved assurance and IRB approval consistent with 45 CFR part 46. Costs associated with IRB review of human research protocols are not allowable as direct charges under grants and cooperative agreements unless such costs are not covered by the organization's indirect cost rate.

HHS expects Recipients and others involved in grant/cooperative agreement-supported research to take appropriate actions to protect the confidentiality of information about and the privacy of individuals participating in the research. Investigators, IRBs, and other appropriate entities should ensure that policies and procedures are in place to protect identifying information and must oversee compliance with those policies and procedures.

15. **Certification of Filing and Payment of Federal Taxes.** As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), Recipient certifies, to the best of its knowledge and belief, that it:

(1) Has filed all Federal tax returns required during the three years preceding this certification;

AND

(2) Has not been convicted of a criminal offense under the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code);

AND

(3) Has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

16. Project and Data Integrity. Recipient shall protect the confidentiality of all project-related information that identifies individuals.

The Recipient shall assume responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted. The CMS Project Officer shall not direct the interpretation of the data used in preparing these documents or reports.

At any phase in the project, including the project's conclusion, the Recipient, if so requested by the Project Officer, must deliver to CMS materials, systems, or other items used, developed, refined or enhanced in the course of or under the award. The Recipient agrees that CMS shall have royalty-free, nonexclusive and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use the items for Federal government purposes.

17. Use of Data and Work Products. At any phase of the project, including the project's conclusion, the Recipient, if so requested by the CMS Project Officer, shall submit copies of analytic data file(s) with appropriate documentation, representing the data developed/used in end-product analyses generated under the award. The analytic file(s) may include primary data collected, acquired or generated under the award and/or data furnished by CMS. The content, format, documentation, and schedule for production of the data file(s) will be agreed upon by the Principal Investigator and the CMS Project Officer. The negotiated format(s) could include both file(s) that would be limited to CMS's internal use and file(s) that CMS could make available to the general public.

All data provided by CMS will be used only for the research described in this grant award and in connection with the Recipient's performance of its obligations and rights under this program. Recipient has an obligation to collect and secure data for future monitoring by CMS. The Recipient will return any data provided by CMS or copies of data at the conclusion of the project. All proprietary information and technology of the Recipient are and shall remain the sole property of the Recipient.

All publications, press announcements, posters, oral presentations at meetings, seminars, and any other information-dissemination format, including but not limited to electronic/digital media that is related to this project must include a formal acknowledgement of support from the Department of Health and Human Services, citing the FON as identified on this award document as follows: "The project described was supported by Funding Opportunity Number PR-PRP-13-001 from the U.S Department of Health and Human Services, Centers for Medicare & Medicaid Services." Recipients also must include a disclaimer stating that "The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies." One copy of each publication, regardless of format, resulting from work performed under an HHS project must accompany the annual or final progress report submitted to CMS through its CMS PO.

For six (6) months after completion of the project, the Recipient shall notify the CMS Project Officer prior to formal presentation of any report or statistical or analytical material based on information obtained through this award. Formal presentation includes papers, articles, professional publication, speeches, and testimony. In the course of this research, whenever the Principal Investigator determines that a significant new finding has been developed, he/she will communicate it to the CMS Project Officer before formal dissemination to the general public. The Recipient shall notify CMS of research conducted for publication.

18. Reservation of Rights. Nothing contained in this Agreement is intended or shall be construed as a waiver by the United States Department of Justice, the Internal Revenue Service, the Federal Trade Commission, HHS Office of the Inspector General, or CMS of any right to institute any proceeding or action against Recipient for violations of any statutes, rules or regulations administered by the Government, or to prevent or limit the rights of the Government to obtain relief under any other federal statutes or regulations, or on account of any violation of this Agreement or any other provision of law. The Agreement shall not be construed to bind any Government agency except CMS, and this Agreement binds CMS only to the extent provided herein. The failure by CMS to require performance of any provision shall not affect CMS's right to require performance at any time thereafter, nor shall a waiver of any breach or default result in a waiver of the provision itself.

19. FY 2013 Appropriations Provision. HHS Recipients must comply with all terms and conditions outlined in their grant award, including grant agreement policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

20. <u>Consolidated Appropriations Act, Fiscal Year 2012, Public Law 112-74.</u> The following information is provided as a reference. Please consult the full Act for the complete text. The information cited below will remain in effect until further modified, superseded, or rescinded.

<u>Title II, Section 203 – Cap on Researcher Salaries</u>

FY2012 Enacted Language: Sec. 203. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Actions: Since the reduced and expanded salary cap was included in PL 112-74, which was effective December 23, 2011, implementation of the lower level of $179,700 is applicable to grants and cooperative agreements with an initial issue date or obligation of FY2012 funds on/after December 23, 2011. For FY2012 awards issued on/before December 22, 2011 (competing and non-competing) and to which FY2012 funds have not been obligated since December 23, 2011, the effective salary limitation remains at Executive Level 1, $199,700.

Title II, Section 218 – Gun Control Prohibition

FY2012 Enacted Language: Sec. 218. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

Title V, Section 503 – Proper Use of Appropriations – Publicity and Propaganda (LOBBYING)

FY2012 Enacted Language: Sec. 503(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive-legislative relationships or participation by an agency or officer of an State, local or tribal government in policy making and administrative processes within the executive branch of that government.
(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

Section 253 – Needle Exchange

FY2012 Enacted Language: Sec. 253. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

Special Terms & Conditions

Attachment B

1. **The HHS/CMS Center for Consumer Information and Insurance Oversight (CCIIO) Program Official.** The Program Official assigned with responsibility for technical and programmatic questions from the Recipient is Sarah Norman (email is Sarah.Norman@cms.hhs.gov and telephone is 301-492-4185).

2. **The HHS/CMS Grants Management Specialist.** The Grants Management Specialist assigned with responsibility for financial and administrative (non-programmatic) grant agreement questions from the Recipient is Iris Grady in the Division of Grants Management (email is Iris.Grady@cms.hhs.gov and telephone is 301-492-4321).

3. **Statutory Authority.** This award is issued under the authority of Section 2794 of the Public Health Service Act. By receiving funds under this award, the Recipient assures CMS that it will carry out the program as authorized and will comply with the terms and conditions and other requirements of this award.

4. **Budget and Project Period.** The budget and project period for the Health Insurance Rate Review Grant Program Cycle III is October 1, 2013 to September 30, 2015.

5. **Management Review/Audit.** The funding authorized by this award is paid subject to any periodic future financial management review or audit.

6. **Personnel Changes.** The Recipient is required to notify the Project Officer and the CMS Grants Management Specialist at least thirty (30) days before any personnel changes affecting the award's Authorized Organizational Representative, Project Director, Assistant Project Director, as well as any named Key Contractor staff.

7. **Collaborative Responsibilities.** At the request of CCIIO, Grantees may be required to participate in scheduled activities and communications to identify and share "best practices" for health insurance premium review, including discussion of state proposals and sharing of information via public websites. CCIIO will post general summaries of the state proposals
on the CCIIO website. Quarterly and Final reports may also be posted on the CCIIO website. The Grantee is required to participate in all required communications (e.g., monitoring calls, guidance calls) as requested by CCIIO.

8. **Sub-Recipient Equal Treatment.** The Recipient must comply with 45 CFR Part 87, including the provision that no State or local government Recipient nor any

intermediate organization receiving funds under any program shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.

9. Nondiscrimination. The Recipient and Sub-Recipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20

U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as
amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)
§§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-
3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

10. Required Grant Agreement Programmatic Reporting.

A. Requirement to Report Data to the Secretary.

For Cycle III, each grant awardee is required to provide certain rate filing data to the Secretary of Health and Human Services. As stated in the FOA, states are permitted to use grant funds to enhance their authority and capacity to collect and report the required rate filing data. The Rate Review Grant Program will continue to provide technical assistance to all state awardees and continue to work with the National Association of Insurance Commissioners (NAIC) System for Electronic Rate And Form Filing (SERFF) over the course of the grant period to fulfill the data reporting requirements. All rate filing data is required to be submitted through the Health Insurance Oversight System (HIOS), Rate Review Grant Reporting System.

CMS reserves the right to publicly release rate filing data submitted as part of the Rate Review Grant Program collection of premium and rate related data. CMS will release only information collected that is determined not to include regulated entity trade secrets, is approved for release under the same process used to determine release by

the Freedom of Information Act (FOIA), and complies with the state law that applies in the state in which the data was submitted.

B. Quarterly, Annual and Final Reports.

The Grantee is required to submit Progress Reports to the HHS/CMS Grants Management Specialist and to the HHS/CMS Center for Consumer Information and Insurance Oversight (CCIIO) Project Officer based upon the timeline outlined below. **The Grantee is required to submit Quarterly Progress Reports, an Annual Report, and one Final Report electronically via HIOS.**

In each progress report (Quarterly, Annual and Final), the Grantee must describe the progress, and provide data on, the Grantee's efforts to enhance the rate review process
and/or health pricing transparency, as appropriate. The Grantee will describe each activity performed in the quarter/year and how that activity was linked to enhanced rate review practices and/or health pricing transparency.

CMS reserves the right to require the grantee to provide additional details and clarification on the content of these reports.

Quarterly Progress Reports are due within 30 days after the end of the quarter. These reports must comply with the format provided in the attachment to the Notice of Award and these STCs, the "*Health Insurance Rate Review Grant Program Cycle III Quarterly Report Template.*"
Due Dates: January 30, 2014; April 30, 2014; July 30, 2014; October 30, 2014; January 30, 2015; April 30, 2015; July 30, 2015; October 30, 2015

Annual Progress reports are due within 90 days after the end of each annual year (or 12- month period). These reports must comply with the format provided in the attachment to the Notice of Award and these STCs, the "*Health Insurance Rate Review Grant Program Cycle III Annual Report Template.*"
Due Date: December 30, 2014

The Grantee is required to submit a Final Report to the HHS/CMS Project Officer and the HHS/CMS Grants Management Specialist within 90 days after the project period ending date. This report must comply with the format provided in the attachment to the Notice
of Award and these STCs: the "*Health Insurance Rate Review Grant Program Cycle III, Final Report Template.*" The final Progress Report will serve as the Final Project Report and should report on work performed throughout the project period. This report is due no later than 90 days after the end of the project period.
Due Date: December 30, 2015

The final report will contain a disclaimer that the opinions expressed are those of the Recipient and do not necessarily reflect the official views of HHS or any of its agencies. The final progress report may not be released or published without

permission from the CMS Project Officer within the first four (4) months following the receipt of the report by the CMS Project Officer.

11. Required Financial Reports. The Federal Financial Report (FFR or Standard Form 425) has replaced the SF-269, SF-269A, SF-272, and SF-272A financial reporting forms. All
recipients must utilize the FFR to report cash transaction data, expenditures, and any program income generated.

Recipients must report on a quarterly basis cash transaction data via the Payment Management System (PMS) using the FFR in lieu of completing a SF-272/SF272A. The FFR, containing cash transaction data, is due within 30 days after the end of each quarter. The quarterly reporting due dates are as follows: 1/30, 4/30, 7/30, and 10/30. A Quick Reference Guide for completing the FFR in PMS is at: www.dpm.psc.gov/grant_recipient/guides_forms/ffr_quick_reference.aspx.

In addition to submitting the quarterly FFR to PMS, Grantees must also provide, on an annual basis, a FFR to CMS which includes their expenditures and any program income generated in lieu of completing a Financial Status Report (FSR) (SF-269/269A). Expenditures and any program income generated should only be included on the annually submitted FFR, as well as the final FFR.

For the annual FFRs and final FFR (containing cash transaction data, expenditures, and any program income generated), Recipients must complete an online FFR form via the GrantSolutions.gov FFR module. GrantSolutions can be accessed via the following link https://www.grantsolutions.gov. The annual FFR must be submitted within 90 calendar days of the applicable year end date (or 12-month period). The final FFR must be submitted within
90 calendar days of the project period end

date. See below for due date for the **annual**

FFR:

Annual Period	***Reporting Period Due Date***
October 1, 2013 to September 30, 2014	December 30, 2014

See below for the due date for the **final** FFR:

Project Period	***Reporting Period Due Date***

October 1, 2013 to September 30, 2015	Final report – 2 year reporting period October 1, 2013 to September 30, 2015 Due: December 30, 2015

Award recipients shall liquidate all obligations incurred under the award not later than 90 days after the end of the project period and before the final FFR submission. It is the award recipient's responsibility to reconcile reports submitted to PMS and to CMS. Failure to reconcile final reports in a timely manner may result in canceled funds.

For additional guidance, please contact your Grants Management Specialist, Iris Grady.

Payment under this award will be made by the Department of Health and Human Services, Payment Management System administered by the Division of Payment Management (DPM), Program Support Center. Draw these funds against your account that has been established for this purpose. Inquiries regarding payment should be directed to:

Director, Division of Payment Management
Telephone Number 1-877-614-5533
P. O. Box 6021
Rockville, Maryland 20852

12. Funding Opportunity Announcement (FOA). All relevant project requirements outlined in the FOA apply to this award and are incorporated into these terms and conditions by reference.

13. Recipient's Responsibility for Sub-Recipients. The Recipient is responsible for the performance, reporting, and spending for each Sub-Recipient. The Recipient will ensure the timeliness and accuracy of required reporting for each site of service and Sub-Recipient under the grant. The Recipient is responsible for the performance and progress of each site of service or Sub-Recipient toward the goals and milestones of the program. The Recipient will take necessary corrective action for any site of service or Sub-Recipient that is not meeting the goals and milestones of the program, as set forth in the FOA.

14. Data Center Requirements. As outlined in the Cycle III FOA in Appendix F, funds may be used to establish an optional data center as described in Section 2794 of the Public Health Service Act. <u>All states choosing to use grants funds to support a data center must comply with the Conflict of Interest requirements established by Section 2794 of the Public Health Service Act.</u>

15. Affirmative Duty to Track All Parties to the Award. Recipient must at a minimum regularly track all parties to the award in both the GSA database that is known as the System for Award Management (SAM) and The Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE). The purpose of this affirmative duty is to track all parties that include health care, commercial, non-profit, and other people and entities in order to report immediately to the CMS Grants Management Specialist and CMS PO those that cannot participate in federal programs or receive federal funds. The Recipient cannot have

any persons or entities on the award that cannot participate in federal programs or receive federal funds. If any of these systems are not publicly available, then the Recipient must comply with the purpose and intent of this requirement using a process that meets at least the level of scrutiny provided by these databases.

The Recipient shall provide the CMS PO with the NPI, Tax ID, and EIN, as applicable, of all Key Personnel and/or Entities to the award that may include Sub-Recipients. This list shall be provided to CMS within thirty (30) days from the start of the award and must be maintained up-to-date in real time throughout the award.

16. Green Procurement. To mitigate the environmental impacts of acquisition of IT and other products/equipment, Recipients are encouraged to: (1) participate in "Green procurement" based on the HHS Affirmative Procurement Plan (http://www.hhs.gov/oamp/policies/affirmativeprocurement.pdf) and similar guidance from the Environmental Protection Agency (EPA) and the President's Council on Environmental Quality (CEQ); (2) use electronic products that are Energy Star® compliant and Electronic Product Environmental Assessment Tool (EPEAT) Silver registered or higher when available; (3) activate Energy Star® features on all equipment when available; (4) use environmentally sound end-of-life management practices, including reuse, donation, sale and recycling of all electronic products.

17. Withdrawal. If the Recipient decides to withdraw from the grant program prior to the end of the project period, it must provide written notification (both hard copy and via email) to the CMS Grants Management Specialist at least fifteen (15) days in advance of the date of official withdrawal and termination of these terms. The letter must be signed by the AOR and other appropriate individuals with authority. CMS will not be liable for any withdrawal close-out costs that are borne by the Recipient. Recipients have three (3) days to return all unused grant funds.

18. Termination. CMS may terminate this agreement, or any part hereof, if the Recipient materially fails to comply with the terms and conditions of this award, or provisions of law pertaining to agreement performance. Materially fails includes, but is not limited to, violation of the terms and conditions of the award; failure to perform award activities in a satisfactory manner; improper management or use of award funds; or fraud, waste, abuse, mismanagement, or criminal activity. In addition, CMS may terminate this award if the Recipient fails to provide the Government, upon request, with adequate written and signed assurances of future performance. CMS will promptly notify the Recipient in writing of such termination and the reasons for it, together with the effective date. The Recipient may terminate this award as set forth in 45 CFR 92.44(b). In addition to termination, CMS may address material failure to comply with the terms and conditions of this award by taking such other action as set forth in 45 CFR 92.43.

19. Bankruptcy. In the event the Recipient or one of its sub-Recipients enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Recipient agrees to provide written notice of the bankruptcy to the CMS Grants Management Specialist and CMS PO. This written notice shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing and sent to the CMS Grants Management Specialist

and PO. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, a copy of any and all of the legal pleadings, and a listing of Government grant and cooperative agreement numbers and grant offices for all Government grants and cooperative agreements against which final payment has not been made.

20. **Acceptance of Application & Terms of Agreement.** Initial draw down of funds by the Recipient constitutes acceptance of this award.

HHS Policy on Promoting Efficient Spending for Conferences and Meetings
Attachment C

"Use of Appropriated Funds for Conferences and Meeting Space to reflect the increased reporting requirements and enhanced controls required by Section 3003 of the Consolidated and Further Continuing Appropriations Act, 2013"

It is the Department of Health and Human Services' (HHS) policy that conferences and meetings funded through grants and cooperative agreements: are consistent with legal requirements and HHS' missions, objectives, and policies; represent an efficient and effective use of taxpayer funds; and are able to withstand public scrutiny. CMS must conduct business, including conferences and meetings, consistent with these tenets. As a result, CMS has adopted grant and cooperative agreement practices that promote efficient spending for conferences and meetings.

While grant recipients are always encouraged to provide performance-based solutions to the Government's requirements, the Centers for Medicare and Medicaid (CMS) encourages alternative solutions (i.e. teleconference) as opposed to traditional face-to-face meetings. A "conference" is defined as "[a] meeting, retreat, seminar, symposium or event that involves awardee, subcontractor, or consultant travel."

Any conferences, with or without travel, that you believe are necessary to accomplish the purposes of this grant must have prior CMS approval. These requests must be priced separately in the budget and include the following information:

(1) a description of its purpose;
(2) the number of participants attending;
(3) a detailed statement of the costs to the grant, including—
(A) the cost of any food or beverages;
(B) the cost of any audio-visual services for a conference;
(C) the cost of employee or contractor travel to and from a conference; and
(D) a discussion of the methodology used to determine which costs relate to a conference.

In addition, funds under this grant may not be used for the purpose of defraying the costs of a conference that is not directly and programmatically related to the purpose for which the grant is awarded (such as a conference held in connection with planning, training, assessment, review, or other routine purposes related to a project funded by the grant).

Grants to States for Health Insurance Rate Review – Cycle III
Attachment D

Timeline

October 1, 2013 – September 30, 2015

ACTIVITY	**TIMELINE**
Notice of Award (NoA)	September 23, 2013
Project period begins	October 1, 2013
Notify CCIIO of Fiscal Agent/Officer Responsible for completing the Financial Forms	October 30, 2013
Programmatic Reports	
Quarterly Progress Reports	Due 30 days after the end of each Federal Fiscal Quarter
	Annual Report Due 90 days after the end of the applicable year-end date (or 12-month period)
Final Programmatic Report	Due within 90 days of the conclusion of the Project Period

Please note the Health Insurance Rate Review Grant Program will schedule technical assistance calls both before and after report due dates as necessary and upon request

Awardees must respond to requests necessary for the evaluation of the Health Insurance Rate Review Grants	Ongoing and as requested by CCIIO
Federal Financial Reports:	
	Federal Financial Report (FFR SF 425) Quarterly FFR including cash transactions data due within 30 days after the end of each Federal quarter.
	Annual FFR including cash transactions and expenditures data due annually within 90