



**Connect for Health Colorado  
4600 South Ulster St.  
Suite 300  
Denver, CO 80237**

**Request for Proposal  
State-Based Marketplace Support Tools**

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## **Statement of Intent**

### ***Introduction***

Connect for Health Colorado is soliciting responses from qualified entities that are able to provide a technical and operational solution to implement:

1. A plan finder/ cost estimator tool that will assist users in determining their premium tax credit eligibility and healthcare yearly costs
2. Plan calculator tools. One that shows users their second lowest cost Silver level plan and another that shows users their lowest cost Bronze level plan

Through this Request for Proposals (RFP), Connect for Health Colorado intends to identify and potentially contract with one or more Vendors to replace the current tools with new solutions that will fully integrate with the functionality and “look and feel” of Connect for Health Colorado’s current enrollment and eligibility systems.

Connect for Health Colorado intends the contract duration to be no less than 6 months, with possible extension periods. The transition from the existing tools selected through this process should be completed by October 1, 2018. This transition plan as well as mechanisms to reduce risk during and after the transition will be critical components of each Vendor’s submission.

Connect for Health Colorado recognizes the significant risks and challenges of standing up an entire product in such a short time frame. Therefore, it is required that all Vendors have experience developing custom tools quickly and efficiently in an Agile environment. Payments for the Vendor(s) will be pre-established and will be based on the milestones met. Connect for Health Colorado reserves the right to make multiple awards, one award, or no award. A contract will only be awarded to a Vendor that meets the minimum requirements and has presented a compelling approach for each component of the project.

### ***Background***

Connect for Health Colorado is a public, non-profit entity established by the Colorado General Assembly in 2011 to create a health insurance Marketplace. It opened for business on Oct. 1, 2013, for individuals, families and small employers to compare and buy health insurance and is the only place to apply for financial assistance in the form of tax credits to help lower the monthly cost of premiums. Customers can shop online; get help by phone or online chat from Customer Service Center representatives; and access free, in-person assistance from a statewide network of certified Brokers, community-based Assisters.

For more information: [www.ConnectforHealthCO.com](http://www.ConnectforHealthCO.com)

Our current plan finder/ cost estimator solution is a decision-support tool that allows users to quickly check if they are eligible for financial help (in the form of Premium Tax Credits) and estimate their annual out-of-pocket costs. The tool is unique in that it incorporates Colorado-specific claims data to inform out-of-pocket expenses (copays/coinsurance for medications, doctor visits, outpatient and hospital stays) based on healthcare usage. Along with premiums, these costs are tailored to all plans and can be sorted by preferred doctors and medications. This tool is not integrated with Connect for Health Colorado's eligibility and enrollment system. Connect for Health Colorado would ideally like a custom-built tool that does integrate with our other systems.

You can find the link to our current tool here: <http://planfinder.connectforhealthco.com/>.

In addition to our plan finder/ cost estimator tool, we currently have two plan calculator tools that assist users in determining affordability exemptions and tax credit reconciliations. Both tools look at zip code, county, and age to make their calculations and pull from the same data sources as the plan finder/ cost estimator tool. The second lowest-cost Silver level plan calculator tells users the second least expensive plan available to them in their area at the Silver coverage level. The IRS uses this to determine the amount of premium tax credits a household is eligible for which can be used to calculate money owed or received come tax time. If the lowest-cost Bronze level plan available to a user costs more than 8.16 percent of their annual household income, then they qualify for a health coverage exemption. Our current lowest cost bronze level plan calculator tool assists users in determining if they qualify for this exemption.

You can find a link to our current lowest cost Bronze level plan tool here- <http://lowestbronze.connectforhealthco.com/>

You can find a link to our current second lowest cost Silver level plan tool here- <http://taxinfo.connectforhealthco.com/>

### ***Objective***

Connect for Health Colorado is in the process of evaluating vendors capable of developing a plan finder/ cost estimator tool and two supporting plan calculator tools that will provide customers decision support capabilities similar to the Quick Cost & Plan Finder, Second Lowest-Cost Silver Level Plan, and the Lowest-Cost Bronze Level Plan tools. The outcome of this evaluation may or may not lead to further procurement activity.

## RFP Process

### Proposal Submission Requirements

Vendors must follow the proposal submission requirements outlined below to be considered.

### Response Format

Vendors must submit a complete response to the RFP to be considered. Responses should be submitted in both MSWord and PDF format. Supporting documents and external links should be clearly labeled and arranged for easy access and readability. Supporting documents may be provided in PDF and Microsoft Excel, Visio, Project, and PowerPoint formats. All documents provided in response to this RFP should be cut & paste enabled for analysis purposes.

Response requirements by section are detailed in the table below.

<b>Response Format Requirements</b>		
<b>RFP Section Reference</b>	<b>Section Title</b>	<b>Format Requirements</b>
N/A	Table of Contents	Should contain document sections and list all additional documents and links comprising the response.
N/A	Cover Letter	Maximum 3 pages; attachments/addenda should be clearly identified and referenced.
N/A	1. Introduction to Proposal	Maximum 3 pages; attachments/addenda should be clearly identified and referenced.
Final Contract Provisions	2. Final Contract Provisions	Contract terms are enumerated in Appendix A. Vendors must use the matrix in Appendix A to either a) indicate acceptance or b) comment on or suggest alternative language to the final contract terms.
Business Requirements	3. Business Requirements	
Business Requirements	3.a. General Requirements	Requirements are enumerated in Appendix B. Please see instructions on p. 20.
Business Requirements	3.b. Plan Finder/ Cost Estimator Functional Requirements	Requirements are enumerated in Appendix B. Please see instructions on p. 20.
Business Requirements	3.c. Second Lowest Cost Silver Plan Calculator Tool Functional	Requirements are enumerated in Appendix B. Please see instructions on p. 20.

<b>Response Format Requirements</b>		
<b>RFP Section Reference</b>	<b>Section Title</b>	<b>Format Requirements</b>
	Requirements	
Business Requirements	3.d. Lowest Cost Bronze Plan Calculator Tool Requirements	Requirements are enumerated in Appendix B. Please see instructions on p. 20.
Business Requirements	3.e. All Tool Non- Functional Requirements	Requirements are enumerated in Appendix B. Please see instructions on p. 21.
Implementation & Implementation Support Requirements	4. Implementation & Implementation Support Requirements	Maximum 5 pages text; attachments/addenda should be clearly identified and referenced.
Business Qualifications	5. Business Qualifications	Maximum 5 pages text; attachments/addenda should be clearly identified and referenced.
Pricing	6. Pricing	
Pricing	6.a. Plan Finder/ Cost Estimator Pricing	Maximum 5 pages text; attachments/addenda should be clearly identified and referenced.
Pricing	6.b. Second Lowest Cost Silver Level Plan Calculator Tool Pricing	Maximum 5 pages text; attachments/addenda should be clearly identified and referenced.
Pricing	6.c. Lowest Cost Bronze Level Plan Calculator Tool Pricing	Maximum 5 pages text; attachments/addenda should be clearly identified and referenced.
Pricing	6.d. Billing Rates	Maximum 3 pages text; attachments/addenda should be clearly identified and referenced.
Additional Deliverables	7. Additional Deliverables	Maximum 5 pages text; attachments/addenda should be clearly identified and referenced.

**Copies and Delivery Requirements**

Each Vendor will provide its proposal as follows:

1. One (1) electronic media copy in PDF format
2. One (1) electronic media copy in MSWord format to enable cut & paste functionality

Proposals should be delivered to [smorrison@c4hco.com](mailto:smorrison@c4hco.com).

Responses must be delivered by 5pm (Mountain) on the response deadline date.

**Schedule of Events – Milestones & Deadlines**

The timeline below is a draft and subject to change. Connect for Health Colorado reserves the right to change dates below upon communication to Vendors in a timely manner.

<b>Event</b>	<b>Dates</b>
Submit RFP to Vendor Community	June 20, 2018
Deadline for Question Submission	June 22, 2018
Deadline for Vendor Responses	July 11, 2018
Orals/Demos/Site Visits for Finalists	July 16, 2018- July 17, 2018
Vendor Selected- Letter of Intent Signed	July 20, 2018
Work Commences	July 30, 2018

**Evaluation Criteria**

1. Ability to deliver the business requirements identified in Appendix B
2. Ability to Integrate fully and effectively with Connect for Health Colorado’s eligibility and enrollment system
3. Proposed pricing and pricing model
4. Level of risk associated with the proposal and plan to deliver
5. Vendor qualifications, track-record and capabilities in delivering proposed solution
6. Level of Vendor acceptance of Connect for Health Colorado key Contract Terms (see Appendix A)
7. Quality of References

The evaluation of each response to this RFP shall be made by Connect for Health Colorado, in its sole discretion, and shall not be subject to appeal. Vendor should recognize that the evaluation process will take into account the evaluation criteria listed above along with other factors in making decisions and selections associated with this RFP. Connect for Health Colorado may invite Vendors for oral presentations and demonstration sessions. Connect for Health Colorado also may request to conduct site visits and reference checks before selecting the final Vendor(s). Connect for Health Colorado will determine, in its sole discretion, whether a Vendor is invited for oral presentations or finally selected based on both quantitative and qualitative measures in each proposal as well as external factors and other criteria regarding each Vendor and each proposal. Connect for Health Colorado.



***Communications & Contacts***

All questions must be submitted in writing via email by a single resource in each Vendor's organization. Questions should be submitted to [smorrison@c4hco.com](mailto:smorrison@c4hco.com).

### **Request for Proposal Provisions**

The Request for Proposal Provisions section of this RFP contains terms which will govern the Vendor's response to this RFP. By reviewing this RFP or submitting a response to this RFP, Vendor agrees to be bound by the terms in this Request for Proposal Provisions section with respect to this RFP and Vendor's response.

#### ***Contractor Cooperation***

This RFP is non-exclusive. Connect for Health Colorado may, in its sole discretion, award other contracts to multiple vendors for services, deliverables or projects additional or related to the services, deliverables, and projects discussed in the RFP. Vendor will fully cooperate with, and will not interfere with the performance of, such other contracts or vendors.

#### ***Confidentiality***

This RFP, all responses to this RFP, all questions and communications relating to this RFP (including answers or replies to any questions or communications), and all other information, data, content, materials, ideas, or specifications submitted by or exchanged with Vendor in connection with this RFP (the "Confidential Information") is deemed confidential and proprietary to Connect for Health Colorado and must be treated as such by Vendor.

Notwithstanding the foregoing, Confidential Information does not include information that: (1) was already lawfully known to Vendor at the time of disclosure by Connect for Health Colorado; (2) is disclosed to Vendor by a Third Party who had the right to make such disclosure without any confidentiality restrictions; or (3) is, or through no fault of Vendor has become, generally known to the public.

Vendor agrees that all Confidential Information shall be received by Vendor in strict confidence in accordance with these terms. Accordingly, any confidentiality legend or statement on Vendor's response will be subject to this confidentiality section, and this confidentiality statement controls in the event of any conflict between this confidentiality statement and any other confidentiality legend or statement of Vendor.

Vendor agrees not to use or reproduce the Confidential Information in any manner or form, except as necessary for Vendor to prepare its response to this RFP. In cases where the Vendor is working with additional vendors or partners to respond to this RFP, Vendor will have appropriate agreements in place extending these confidentiality requirements to those vendors and partners (and their respective employees). Vendor will identify all such vendors or partners and provide copies of all such agreements as part of Vendor's response to this RFP.

Vendor specifically acknowledges that the information contained in this RFP is proprietary to Connect for Health Colorado, and consequently assumes all risks and liabilities associated with all information in the RFP and in Vendor's response and the release of such information.

## *Connect for Health Colorado Request for Proposal*

Upon request by Connect for Health Colorado at any time, Vendor will return to Connect for Health Colorado, or, at the request of Connect for Health Colorado, will destroy, all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof. Upon the request of Connect for Health Colorado, an officer or director of Vendor will certify in writing to such return or destruction.

### ***Protected Health Information***

The Vendor acknowledges that the services and deliverables requested in this RFP will necessarily involve protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other laws and regulations relating to the privacy of patient information, and that such information shall not be disclosed.

### ***Access to/Use of Proposal***

This RFP, all responses to this RFP, all questions and communications relating to this RFP (including answers or replies to any questions or communications), and all other information, data, content, materials, ideas, and specifications submitted by or exchanged with Vendor in connection with this RFP will be the property of Connect for Health Colorado. Connect for Health Colorado is under no obligation to return any of the materials submitted in response to the RFP.

For the avoidance of doubt, the foregoing does not provide or transfer to Connect for Health Colorado any rights in or to any patents or patent applications relating to any technologies, methodologies or concepts described in Vendor's response to this RFP.

### ***Binding Response***

If Vendor's response to this RFP is selected by Connect for Health Colorado, Vendor's proposal will be binding on Vendor at the time that the Deadline for Vendor Responses has passed.

### ***Communication Restrictions***

The Connect for Health Colorado resources named below shall be the sole points of contact throughout the RFP response process. All communications, oral and written, shall be addressed to:

Stephanie Morrison  
Connect for Health Colorado Technical Project Manager  
4600 South Ulster Street  
Suite 300  
Denver, CO 80237

## *Connect for Health Colorado Request for Proposal*

[smorrison@c4hco.com](mailto:smorrison@c4hco.com)

From the date of issuance of this RFP through the award notification, the vendor shall not be allowed to communicate with any Connect for Health Colorado staff concerning this RFP except for:

- The resource identified above
- Representatives available during product demonstrations and site visits
- Via written (emailed) questions to the provided Connect for Health Colorado email address (detailed further in the Communication & Contacts section above)
- Phone calls and meetings arranged through and attended by Stephanie Morrison or her designated proxy

### ***Modifying/Withdrawing Request for Proposal***

Connect for Health Colorado reserves the right to modify or withdraw this Request for Proposal or to reject any proposals at any time.

A proposal that has been submitted to Connect for Health Colorado may be modified by a letter (email is acceptable), complete with the signature of the vendor representative, so long as the modification letter is received before the Deadline for Vendor Responses set forth in the Schedule of Events section of this RFP.

A proposal that has been submitted to Connect for Health Colorado may be withdrawn by a letter (email is acceptable), complete with the signature of the vendor representative, so long as the withdrawal letter is received and acknowledged by Connect for Health Colorado before the Deadline for Vendor Responses set forth in the Schedule of Events section of this RFP.

Every sub-contractor/partner must be identified in the proposal.

## **Final Contract Provisions**

Connect for Health Colorado Vendor will enter into a definitive agreement (Agreement) with Connect for Health Colorado that sets forth the terms and conditions under which Vendor agrees to perform and provide all services and deliverables necessary to develop and implement the functionality requested by Connect for Health Colorado. Connect for Health Colorado has identified key contractual provisions that it desires to be included in the Agreement. In Appendix A, Vendors should provide specific, detailed responses to each of the key contractual terms set forth below, indicating Vendor's agreement to such terms and, only if applicable, any specific modifications required by Vendor. The willingness of Vendor to agree to the key contractual terms below, without modification, will be a material consideration in Connect for Health Colorado's evaluation of Vendor's response.

Unless or until Connect for Health Colorado and the selected Vendor have entered into the anticipated Agreement, Connect for Health Colorado has no obligation to engage any such Vendor to provide the requested services and deliverables under this RFP.

### ***Performance***

- 1. Level of Services.** *Vendor will provide professional staff and perform each Project (as set out in an applicable Statement of Work or SOW) in a timely manner in accordance with the terms of this Agreement and in all cases using best efforts to perform in a professional and workmanlike manner consistent with the highest industry standards.*
- 2. Milestones.** *All Services and Deliverables will be provided in accordance with the requirements set out in the SOW applicable to such Services and Deliverables.*
- 3. Project Manager.** *In each SOW, Vendor will designate a primary point of contact having sufficient training and skills to manage the tasks and delivery of Services (an "SOW Manager").*
- 4. Personnel.** *Vendor will select and assign personnel to who are qualified to perform the Services and provide the Deliverables, and Vendor will list such individuals on the applicable SOW (the "Project Team"). Vendor will provide Connect for Health Colorado with résumés for each member of the Project Team. Vendor will not replace any member of the Project Team without Connect for Health Colorado's prior written consent, with the exception of circumstances where such personnel leave the employ of Vendor (e.g., through retirement or voluntary resignation). If Connect for Health Colorado decides that any Vendor personnel, including without limitation Vendor employees and contractors, should not continue in any particular position, then Connect for Health Colorado may in its sole discretion and upon notice to Vendor require removal of such personnel from Connect for Health Colorado's account. Vendor will, as soon as reasonably practicable, replace such personnel.*
- 5. Vendor Testing.** *Vendor will comply with all testing procedures set forth in each SOW. If no procedures are set forth, then Vendor will develop adequate procedures to test each Deliverable and, as applicable, the performance of all Services. All testing procedures will be subject to the approval of Connect for Health Colorado. The testing procedures will be sufficiently detailed to allow*

*Connect for Health Colorado to determine from the test results whether the Services or Deliverables, as applicable, taken together with any other related Services or Deliverables, meet the specifications and other requirements of Connect for Health Colorado applicable to such Services or Deliverables. Vendor will not deem any Services or Deliverables completed and will not deliver them to Connect for Health Colorado until such Services and Deliverables have passed all application testing procedures.*

**6. Additional Testing.** *In addition to any testing of Services and Deliverables by Vendor, all Services and Deliverables will be subject to Connect for Health Colorado's review and acceptance. Connect for Health Colorado may evaluate and test any Services or Deliverables following performance of such Services or delivery of such Deliverables to determine whether the Services or Deliverables conform with the specifications applicable to such Services or Deliverables and otherwise meet Connect for Health Colorado's expectations in all material respects. In evaluating and testing the Services and Deliverables, Connect for Health Colorado has the right to determine all aspects of its testing procedure including its testing methodology, the technology used for testing and the duration of the testing. If Connect for Health Colorado rejects a Service or Deliverable for any reason, then Connect for Health Colorado will provide Vendor with a notice stating the reason for such rejection (a "Rejection Notice"). Vendor shall, at Vendor's sole expense, perform such reasonable actions as are necessary to correct or re-perform the Service or Deliverable (addressing all reasons for rejection stated in the Rejection Notice) within a time period agreed to by Connect for Health Colorado and Vendor. Upon correction or re-performance of any Service or Deliverable, Connect for Health Colorado may evaluate and test the corrected or re-performed Service or Deliverable. The foregoing procedures will be repeated until the applicable Services or Deliverables have been accepted by Connect for Health Colorado. Following final acceptance of any Services or Deliverables by Connect for Health Colorado, Connect for Health Colorado will provide notice to Vendor indicating such acceptance (an "Acceptance Notice"). Acceptance of any Services or Deliverables will not waive any contract claims by Connect for Health Colorado, including without limitation, any claims for breach of warranty. Any Services or Deliverables receiving two (2) Rejection Notices from Connect for Health Colorado without the issuance of an Acceptance Notice may be deemed a material breach of this Agreement by Vendor.*

**8. Reporting.** *Vendor will provide to Connect for Health Colorado, on a weekly basis or some other mutually agreeable frequency, emailed reports describing (a) the status of the Services, (b) the status of the Deliverables, (c) Activities taking place on the Project and staff performing those activities, (d) estimated completion dates for all Milestones, (e) anticipated remaining fees for the Project, and (f) such other criteria regarding any Services, Deliverables or Projects as are reasonably requested by Connect for Health Colorado. Additionally, Vendor project leadership will meet with Connect for Health Colorado project leadership on a frequent, regular basis to review status of services and Deliverables.*

**9. Solution Acceptance.** *Ten percent 10% of Vendor's total compensation for the work to be performed will be withheld until Connect for Health Colorado has Accepted the delivered Solution. Acceptance will be based on the results of Connect for Health Colorado Acceptance testing. Acceptance Test processes and Acceptance criteria will be specified in the Agreement and SOW(s) with Vendor. In that Agreement, ample, mutually agreeable time will be provided to Connect for Health Colorado to perform an Acceptance Test(s). Acceptance Test criteria (expressed in terms of Actual vs. Expected results) shall be defined in the applicable SOW.*

**10. Solution Warranty.** Vendor will provide a Warranty Period of 90 days. The Warranty Period starts when the Solution has been implemented in a production environment and is routinely processing production transactions. During the Warranty Period Vendor will commit to defect correction metrics specified in the applicable SOW(s). Ten percent (10%) of Vendor's total compensation for the work performed will be withheld until the end of the Warranty Period and all defect correction criteria have been met.

**11. On Time Delivery.** Vendor will have considered to deliver the Solution on time if it has been implemented in a production environment and is routinely processing production transactions by the deadline specified in the applicable SOW(s). Five percent (5%) of Vendor's total compensation will be permanently withheld if the Solution is not delivered on time. Even if the Solution has been implemented in a production environment it would not be considered to be delivered on time if had not been Accepted by Connect for Health Colorado.

### **Confidentiality**

**1. Confidential Information.** "Confidential Information" means all know-how, formulations, specifications, books, data, business methods, techniques, concepts, systems, procedures, inventions, manuals, bulletins, customer lists, sales and marketing programs, business and operational plans, price lists, cost data, sales aids and all other data and information, whether or not reduced to a tangible form, relating to the business, operations finances, customers or technology of Connect for Health Colorado which may be divulged to or obtained by vendor in the course of its performance of this Agreement. Confidential Information includes any Deliverables provided or produced under this Agreement, all specifications developed under this Agreement, and all information relating to the Services provided under this Agreement.

**2. Protection of Confidential Information.** Connect for Health Colorado may from time to time during the term of this Agreement disclose to Vendor certain Confidential Information. Vendor will not use any Confidential Information of Connect for Health Colorado for any purpose not expressly permitted by this Agreement and will disclose the Confidential Information of Connect for Health Colorado only to the employees or contractors of Vendor who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Vendor's duty hereunder. Vendor will protect Connect for Health Colorado's Confidential Information from unauthorized use, access or disclosure in the same manner as Vendor protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

**3. Exceptions.** Vendor's obligations with respect to any Confidential Information will terminate if proven by Vendor (who will bear the burden of proof) that such information: (1) was already lawfully known to Vendor at the time of disclosure by Connect for Health Colorado; (2) is disclosed to Vendor by a Third Party who had the right to make such disclosure without any confidentiality restrictions; or (3) is, or through no fault of Vendor has become, generally known to the public. In addition, Vendor will be allowed to disclose Confidential Information of Connect for Health Colorado to the extent that such disclosure is: (a) approved in advance in writing by Connect for Health Colorado; (b) necessary for Vendor to enforce its rights under this Agreement in connection with a legal proceeding; or

*(c) required by law or by the order of a court of similar judicial or administrative body, provided that Vendor notifies Connect for Health Colorado in advance of such required disclosure promptly and in writing and cooperates with Connect for Health Colorado, at Connect for Health Colorado's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.*

**4. Return of Confidential Information.** *Vendor will return to Connect for Health Colorado or destroy all Confidential Information of Connect for Health Colorado in Vendor's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the request of Connect for Health Colorado or at the expiration or termination of this Agreement or when no longer needed in connection with its performance under this Agreement, whichever comes first. At Connect for Health Colorado's request, Vendor will certify in writing signed by an officer of Vendor that it has fully complied with the foregoing obligations.*

**5. Confidentiality of Agreement.** *Vendor will not disclose the existence or any terms of this Agreement to anyone other than its attorneys, accountants, and other professional advisors.*

### **Ownership**

**1. Ownership of Deliverables.** *Provided that: (a) Vendor will retain ownership of the Vendor Technology as set forth in this Section 1; and (b) any Third Party Technology (as defined below) approved in advance in writing by Connect for Health Colorado for incorporation into the Deliverables as set forth in Section 3 below will remain the property of the Third Party owner, Vendor will provide Connect for Health Colorado with ownership of the Deliverables developed for Connect for Health Colorado under this Agreement including all embodiments thereof, and all other developments and discoveries relating thereto or improvements or modifications thereon, that are created, invented, developed or conceived of by Vendor in the course of performance under this Agreement, whether alone or in conjunction with Connect for Health Colorado or any third party, and all worldwide Intellectual Property Rights held by Vendor therein or relating thereto (collectively, the "Connect for Health Colorado Property"). Vendor will promptly disclose to Connect for Health Colorado all Connect for Health Colorado Property that is conceived, invented, created, made, reduced to practice or learned by Vendor in the course of performing any Project. Vendor agrees to and does hereby irrevocably assign to Connect for Health Colorado all right, title and interest in and to the Connect for Health Colorado Property and all applicable Intellectual Property Rights (as defined below) therein and thereto. Vendor retains no rights in or to the Connect for Health Colorado Property and agrees not to challenge the validity of Connect for Health Colorado's ownership in and to the Connect for Health Colorado Property. Connect for Health Colorado will have the right, at its own expense, and solely in its own name, to apply for, prosecute and defend its rights in the Connect for Health Colorado Property. Vendor will, at the request of Connect for Health Colorado, perform all acts reasonably necessary to assist Connect for Health Colorado in perfecting and defending Connect for Health Colorado's ownership interest in the Connect for Health Colorado Property, including, without limitation, aiding in any application for registration and protection of Intellectual Property Rights. "Intellectual Property Rights" will mean all intellectual property and proprietary rights throughout the world, including, without limitation, all rights in and to trade*



*secrets, patents and patent applications, copyrights, trademarks, trade names, service marks, moral rights, contract rights, and other analogous intellectual property and proprietary rights throughout the world.*

**2. Incorporation of Vendor Technology.** *Vendor may incorporate Vendor Technology into the Deliverables only with the prior written approval of Connect for Health Colorado following the notice of such Vendor Technology to Connect for Health Colorado. Provided that Vendor has obtained Connect for Health Colorado's prior written approval for the incorporation of any such Vendor Technology into any Deliverable, Vendor will retain ownership of all right, title and interest in and to such Vendor Technology.*

**3. Rights in Third Party Technology.** *Vendor may incorporate technology or methodologies owned by third parties ("Third Party Technology") into the Deliverables only with the prior written approval of Connect for Health Colorado following notice of such Third Party Technology to Connect for Health Colorado (including a copy of any license or other agreement applicable to such Third Party Technology). Connect for Health Colorado's rights in and to any such Third Party Technology will be as set forth in the license or other agreement applicable to that Third Party Technology. Vendor agrees to and hereby does assign to Connect for Health Colorado any and all of Vendor's rights under any such license or other agreement with any such Third Party.*

**4. License of Connect for Health Colorado Property.** *At Connect for Health Colorado's discretion, Vendor and Connect for Health Colorado may negotiate the terms of an agreement under which Connect for Health Colorado grants Vendor the right to license and market the Connect for Health Colorado Property in connection with the Vendor Technology (the "Joint Solution") to third parties. Such agreement will contain the terms under which Vendor may license the Joint Solution, the territory where Vendor can market the Joint Solution, and the standard fee structure (and the revenue sharing therein). The parties will negotiate such agreement in good faith.*

### ***Representations, Warranties and Covenants***

**1. Compliance with State & Federal Provisions.** *Vendor represents, warrants and covenants that the Deliverables and Services will comply with currently applicable state and federal laws and regulations including applicable administrative rules issued by CMS, the Office of the National Coordinator for Information Technology, the Federal Trade Commission or any other federal agency pursuant to HIPAA.*

**2. Security.** *Vendor will comply with all applicable federal and state privacy and data protection laws, rules and regulations established for the collection, storage, use and dissemination of personally identifiable information and protected health information. Vendor will comply with all applicable federal and state breach notification laws, rules and regulations, relating to the dissemination of personally identifiable information and protected health information and other laws and regulations relating to the privacy of patient information, and that such information shall not be disclosed. Vendor will use industry-recognized security safeguards, encryption tools, and processes to protect personally identifiable information and personal health information. Vendor will: (a) comply with all relevant and applicable Connect for Health Colorado security policies, standards and requirements of which it has been notified in the course of performing Services and providing associated systems and data; and (b) provide the hardware and software set forth in the applicable*

SOW, if any, to implement the security measures agreed upon by the parties and specified in each SOW. Vendor hereby represents, warrants and covenants that (a) no portion of the Deliverables as delivered shall contain any Traps (defined below), and (b) prior to the delivery of any Deliverables to Connect for Health Colorado, Vendor shall use commercially reasonable efforts to detect and screen out any Virus (defined below) through the use of one or more current virus detection programs. IF DESPITE THESE EFFORTS, VENDOR FAILS TO DETECT A VIRUS OR IF VENDOR INCORPORATES ANY TRAPS INTO THE SOFTWARE, THEN VENDOR SHALL BE LIABLE FOR ALL OF Connect for Health Colorado'S DAMAGES RESULTING FROM ANY FAILURE OF OPERATION CAUSED BY SUCH VIRUS OR TRAPS, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST INCOME OR LOST REVENUE RESULTING FROM ANY FAILURE CAUSED BY SUCH VIRUS OR TRAP. "Traps" means any software routines or hardware components designed by Vendor (or a third party provider to Vendor) to permit unauthorized access, to disable or erase software, hardware or data, or to perform any other such actions that will have the effect of materially impeding the normal and expected operation of the products. "Virus" means a set of computer instructions that are self-replicating or self-propagating and are designed to contaminate software, consume computer resources, or modify, destroy, record or transmit data or programming without the intent or permission of the user.

**3. Debarment.** Vendor represents, warrants and covenants that it (a) is not proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in a covered transaction and (b) complies with U.S. Department of Health and Human Services ("HHS") regulations relating to suspension and debarment.

### **Disaster Recovery/Data Access**

**1. Disaster Recovery Plan.** Vendor will: (a) as of the Effective Date of this Agreement, have in place a plan for disaster recovery and other related procedures to handle business interruptions or delays in providing the Services; and (b) provide to Connect for Health Colorado, within three (3) business days of Connect for Health Colorado's request, a copy of Vendor's disaster recovery plan specifically designed for the Services to be provided by Vendor will be subject to Connect for Health Colorado's review and approval. Vendor shall provide notice to Connect for Health Colorado if any modifications are made to the disaster recovery plan.

**2. Service Interruption.** Connect for Health Colorado shall not be required to pay for any Services that are not rendered or provided for as a result of a delay or interruption in the Services.

### **Indemnification**

**1. Indemnification.** Vendor will indemnify, defend and hold harmless Connect for Health Colorado from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees and court costs) that result from a breach or alleged breach of this Agreement or the negligence or willful misconduct of Vendor or any Vendor employees, contractors or agents (each, a "Vendor Claim"). Connect for Health Colorado will give Vendor prompt written notice of any such Vendor Claim, allow Vendor to direct the defense and

*settlement of the claim (except that Connect for Health Colorado's prior written approval will be required for any settlement that reasonably can be expected to require a material affirmative obligation of or result in any ongoing material liability to Connect for Health Colorado), and provide Vendor with reasonable assistance, at Vendor's expense, in the defense and settlement of the claim.*

### **Support/Other Services**

**1. Support/Other Services.** *Vendor will be responsible for performing, in a manner consistent with good industry practice, all Services set forth in an SOW. Upon the request of Connect for Health Colorado, Vendor will offer a comprehensive support program to Connect for Health Colorado and its users and licensees. Connect for Health Colorado may, in its sole discretion, award other contracts for services, deliverables or projects additional or related to the Services, Deliverables and Projects under this Agreement to other vendors. Vendor will fully cooperate with such other vendors and will not interfere with the performance of such other contracts.*

### **Limitation of Liability**

**1. Limitation of Liability.** *C4HCO will not be liable to vendor for any indirect, incidental, consequential, special or punitive damages, arising out of or relating to this Agreement, whether in an action in contract, tort, strict liability or otherwise, even if advised of the possibility of those damages. C4HCO's total cumulative liability under this Agreement for any liability arising out of or relating to this Agreement will not exceed the cumulative value of all SOWs under the Agreement.*

### **Audit Access to Records**

**1. Audit Access to Records.** *Vendor will maintain evidence to adequately reflect performance under the Agreement and agree to preserve and make available to Connect for Health Colorado such records, upon request, for a period of five (5) years from the date the Services were rendered by Vendor. Connect for Health Colorado has the right to monitor all contract-related activities of Vendor and its sub-contractors, including, but not limited to, the right to observe all contract personnel in performance of contract-related work, to make, at any time, site inspections, and to bring experts and consultants on site to evaluate work in progress and completed work.*

*Upon three (3) business days' prior written notice, Connect for Health Colorado or its designated representatives shall have the right to audit, examine and make copies of all data, billing records, invoices, payments, documents, information, procedures and records of any type and form, and test hardware in the possession or control of Vendor that relate to or concern the Services or Vendor's relationship with Connect for Health Colorado. Vendor shall grant full access to Vendor's facilities and afford all assistance reasonably necessary so that Connect for Health Colorado and its representatives may complete any audit. Connect for Health Colorado will not be held responsible for time or miscellaneous costs incurred by Vendor in association with any audit, including the costs associated with providing audit logs, systems access, or space.*

### **Management of Sub-Contractors**

**1. Management of Sub-Contractors.** Vendor may not subcontract or otherwise delegate its obligations under this Agreement without Connect for Health Colorado's prior written consent, such consent not to be unreasonably withheld. If Connect for Health Colorado does consent to the use of one or more subcontractors, then Vendor will: (a) remain responsible for the actions or inactions of the subcontractors as if those actions or inactions were those of Vendor; (b) remain responsible for the performance and delivery of all Services and Deliverables as set forth in each SOW; (c) be solely responsible for all payments to all subcontractors and prohibit subcontractors from issuing claims directly to Connect for Health Colorado; and (d) be responsible for securing written agreements for the compliance by subcontractors and their personnel with all applicable terms and conditions of this Agreement, including without limitation this Section, Section [ ] (Ownership), Section [ ] (Confidential Information) and Section [ ] (Compliance with Federal Regulations) of this Agreement.

### **Contract Guidelines/Termination of Contract**

- 1. Termination for Convenience.** Connect for Health Colorado may terminate this Agreement or any SOW at any time, for any or no reason, upon providing at least thirty (30) days' prior written notice to Vendor.
- 2. Termination for Cause.** Either party may terminate this Agreement or any SOW upon the material breach of the other party to this Agreement or any SOW if such breach remains uncured for thirty (30) days following written notice to the breaching party describing in reasonable detail the material breach at issue.
- 3. Termination Events.** This Agreement will terminate automatically if Vendor is adjudicated bankrupt, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, is unable to meet its obligations in the normal course of business or if a receiver is appointed as a result of its insolvency. This Agreement will automatically terminate in the event enabling legislation of Connect for Health Colorado is repealed and no assignee of Connect for Health Colorado can be designated.
- 4. Effects of Termination.** Upon the expiration or termination of this Agreement for any reason: (a) the terms and provisions set forth in Sections [ ] (Indemnification), [ ] (Ownership), [ ] (Confidential Information), [ ] (Compliance with Federal Requirements) and [ ] (General Provisions) will survive; (b) C4HCO will pay Vendor for the reasonable value of Services in process and such Deliverables as have been completed as of the effective date of the termination, within thirty (30) days of receipt of invoice for the same; and (c) Vendor will promptly deliver to C4HCO all Deliverables and any work product associated with the Deliverables then in Vendor's possession or control, whether completed or existing as a work in progress as of the date of termination.

### **Insurance Requirements**

**1. Insurance Requirement.** Vendor will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance: (a) Workers' Compensation statutory coverage as required by the

*laws of the jurisdiction in which the Services are performed; (b) Commercial General Liability Insurance, including bodily injury, personal injury, blanket contractual liability and property damage, with a \$1,000,000 per person and \$3,000,000 per occurrence limit; and (c) Automotive Liability Insurance covering all automotive units used in the work, with at least a \$100,000 per person and \$300,000 each accident limit for bodily injury and \$25,000 limit for property damage. In addition, Vendor will, at its own expense, provide and keep in full force and effect during the term of this Agreement at least one of the following: (i) Professional Liability Insurance covering the errors and omissions of Vendor's personnel with a \$1,000,000 per person and \$3,000,000 per claim limit; (ii) Umbrella Liability Insurance in the amount of \$1,000,000 per person and \$3,000,000 per claim limit; or (iii) Product Liability Insurance in the amount of \$3,000,000 per occurrence.*

**2. Proof of Coverage.** *On the effective date of this Agreement, and as requested by Connect for Health Colorado from time to time, Vendor shall provide Connect for Health Colorado with Certificates of Insurance evidencing the insurance coverages listed above. Vendor will give Connect for Health Colorado forty-five (45) days' prior written notice of any material change to any of the policies required by this section.*

## **Business Requirements**

For each section below, please indicate that you have examined the requirements in Appendix B and that your proposal includes the delivery of the specific functionality. In cases where you have an alternative solution, need clarification on how you will deliver, or have any other questions, concerns, or caveats, please use the comments section next to the requirement in Appendix B.

### **1. General Requirements**

Please acknowledge you have reviewed the requirements found in the General Requirements section of Appendix B and that your solution can meet these requirements.

### **2. Plan Finder/ Cost Estimator Functional Requirements**

Please acknowledge you have reviewed the requirements found in the Plan Finder/ Cost Estimator Functional Requirements section of Appendix B and that your solution can meet these requirements. This section includes the following sub sections:

- A. Calculations/ Data Usage (please note that all business rules will be provided by Connect for Health Colorado)
- B. User Interaction with Tool

### **3. Second Lowest Cost Silver Plan Calculator Tool Functional Requirements**

Please acknowledge you have reviewed the requirements found in the Second Lowest Cost Silver Plan Calculator Tool Functional Requirements section of Appendix B and that your solution can meet these requirements. This section includes the following sub sections:

- A. Calculations/ Data Usage (please note that all business rules will be provided by Connect for Health Colorado)
- B. User Interaction with Tool

### **4. Lowest Cost Bronze Level Plan Calculator Tool Functional Requirements**

Please acknowledge you have reviewed the requirements found in the Lowest Cost Bronze Level Plan Functional Requirements section of Appendix B and that your solution can meet these requirements. This section includes the following sub sections:

- A. Calculations/ Data Usage (please note that all business rules will be provided by Connect for Health Colorado)
- B. User Interaction with Tool

**5. All Tool Non- Functional Requirements**

Please acknowledge you have reviewed the requirements found in the All Tool Non- Functional Requirements section of Appendix B and that your solution can meet these requirements. This section includes the following sub sections:

*A. Compliance*

*B. Environment*

*C. Maintainability*

*D. Performance*

*E. Storage and Data Management*

*F. Integrations*

*G. Security*

## **Implementation & Implementation Support Requirements**

Connect for Health Colorado is seeking a custom built, turn-key solution. This means that the selected Vendor will be responsible for all aspects of the design, development and implementation as specified by Connect for Health Colorado staff. Implementation activities include, but are not limited to, implementation project management, requirements gathering/workflow mapping, interface testing, reference data load, system configurations, user training, business operations/readiness testing and rollout/launch activities.

Currently Connect for Health Colorado is contemplating taking over maintenance and operations of the system after the warranty period. However, Connect for Health Colorado may consider other alternatives.

Based on this, please provide:

1. The minimum staffing (number and types of resources) Connect for Health Colorado will need to augment/support the initial rollouts, keeping in mind that the selected vendor may need to also train this staff to eventually take over the implementation activities.
2. Please provide the roles and staff effort (by role) required for implementation total number of individuals from you.
3. A transition plan to Connect for Health Colorado, which details the activities that maybe transferred to Connect for Health Colorado, as well as the knowledge, skills, resources, documentation, and steps required (both from Connect for Health Colorado and the selected vendor) to transition the implementation activities from the selected vendor to Connect for Health Colorado.
4. Please provide the number of similar implementations that your organization has conducted.
5. Connect for Health Colorado works in an Agile environment and would expect this project to follow Scrum methodology.



### **Business Qualifications**

Connect for Health Colorado is interested in understanding your financial viability please provide:

1. Financial statements for your most recent fiscal year.
2. Total software development staff currently employed, average tenure of the software development staff working for your company, the number and scope of software development projects currently supported and being bid.
3. If your response includes subcontractors, please provide roles and functions, and experience and qualifications by role.
4. Please provide a representative client list, which includes the products and services similar to what we are asking for provided for each client.
5. Please provide contact information for at least three references where you have implemented systems that have some similarity to what is requested in this RFP. Please include the criteria used to select the three references for inclusion.

## **Pricing**

1. Please provide separate pricing proposals for each of the three tools specified above (plan finder/ cost estimator, second lowest cost silver level plan calculator, and lowest cost bronze level plan calculator). Vendor may propose a volume discount in the case where it is proposing to develop and implement more than one of the tools.
2. Connect for Health Colorado prefers that Vendors propose fixed prices for the tools described in this RFP. Fixed priced bids should be inclusive (but not limited to) all of the following activities and tasks for each of the three tools described:
  - Design
  - Development
  - Testing
  - Acceptance Test Support
  - Documentation
  - Training
  - Data Migration
  - Six Month Warranty Period

If Vendor chooses to propose Time and Materials (T&M) pricing for some or all of the activities identified above, Connect for Health Colorado will evaluate the proposal but is most interested in considering fixed priced alternatives. In any case, proposals that include a Time and Material element must include cost estimates (and preferably not-to-exceed amounts) for each Time and Material activity quoted. Any time and material proposal must also include billing rates for each labor category employed.

3. If the Vendor is interested in providing Annual Maintenance and Operations services for the period of time after the warranty has expired, please include proposed pricing for these services along with an explanation of what would be provided. This is an optional component for a response to this RFP.
4. Vendors are requested to provide billing rates by labor category that would applied for follow-on T&M work.

### **Additional Deliverables**

- 1.** Please provide a high-level project work plan that summarizes the activities required from project inception through implementation and support. Include Analysis and Design, Software Development, Testing, Training, Documentation and Implementation tasks. Connect for Health Colorado works in an Agile environment, please provide your implementation methodology, including processes for resource planning and staffing, change management procedures and tools, knowledge transfer and tools, and project management processes and tools.
- 2.** Please provide all assumptions used in your proposal, including task and deliverables expectations for Connect for Health Colorado.
- 3.** Based on the scope of this RFP and proposed timeline, as well as your experience, please provide a list of risks to success (cost, time, customer satisfaction) you have identified to date.
- 4.** Please provide your proposed approach for interface testing, interoperability testing, security/penetration testing, and operational readiness/acceptance testing, as well as the associated environments provided and how software is promoted (change management controls).

### Appendix A – Final Contract Provisions Matrix

<b>Final Contract Provisions</b>				
<b>Section: Performance</b>				
<b>ID</b>	<b>Provision</b>	<b>Agree</b>	<b>Disagree</b>	<b>Please provide an explanation if you disagree with a provision. Also provide suggested modifications which would make such provision acceptable.</b>
1	Level of Services			
2	Milestones			
3	Project Manager			
4	Personnel			
5	Vendor Testing			
6	Additional Testing			
8	Reporting			
9	Solution Acceptance			
10	Solution Warranty			
11	On Time Delivery			
<b>Section: Confidentiality</b>				
<b>ID</b>	<b>Provision</b>	<b>Agree</b>	<b>Disagree</b>	<b>Please provide an explanation if you disagree with a provision. Also provide suggested modifications which would make such provision acceptable.</b>
1	Confidential Information			
2	Protection of Confidential Information			
3	Exceptions			
4	Return of Confidential Information			
5	Confidentiality of Agreement			
<b>Section: Ownership</b>				
<b>ID</b>	<b>Provision</b>	<b>Agree</b>	<b>Disagree</b>	<b>Please provide an explanation if you disagree with a provision. Also provide suggested modifications which would make such provision acceptable.</b>
1	Ownership of Deliverables			

<b>Final Contract Provisions</b>				
2	Incorporation of Vendor Technology			
3	Rights in Third Party Technology			
4	License of Connect for Health Colorado Property			
<b>Section: Representations, Warranties, Covenants</b>				
ID	Provision	Agree	Disagree	Please provide an explanation if you disagree with a provision. Also provide suggested modifications which would make such provision acceptable.
1	Compliance with State & Federal Provisions			
2	Security			
3	Debarment			
<b>Section: Disaster Recovery/Data Access</b>				
ID	Provision	Agree	Disagree	Please provide an explanation if you disagree with a provision. Also provide suggested modifications which would make such provision acceptable.
1	Disaster Recovery Plan			
2	Service Interruption			
<b>Section: Indemnification</b>				
ID	Provision	Agree	Disagree	Please provide an explanation if you disagree with a provision. Also provide suggested modifications which would make such provision acceptable.
1	Indemnification			
<b>Section: Support/Other Services</b>				
ID	Provision	Agree	Disagree	Please provide an explanation if you disagree with a provision. Also provide suggested modifications which would make such provision acceptable.
1	Support/Other Services			
<b>Section: Limitation of Liability</b>				
ID	Provision	Agree	Disagree	Please provide an explanation if you disagree with a

<b>Final Contract Provisions</b>				
				provision. Also provide suggested modifications which would make such provision acceptable.
1	Limitation of Liability			
<b>Section: Audit Access to Records</b>				
ID	Provision	Agree	Disagree	Please provide an explanation if you disagree with a provision. Also provide suggested modifications which would make such provision acceptable.
1	Audit Access to Records			
<b>Section: Management of Subcontractors</b>				
ID	Provision	Agree	Disagree	Please provide an explanation if you disagree with a provision. Also provide suggested modifications which would make such provision acceptable.
1	Management of Subcontractors			
<b>Section: Contract Guidelines/Termination of Contract</b>				
ID	Provision	Agree	Disagree	Please provide an explanation if you disagree with a provision. Also provide suggested modifications which would make such provision acceptable.
1	Termination for Convenience			
2	Termination for Cause			
3	Insolvency Events			
4	Effects of Termination			
<b>Section: Insurance Requirements</b>				
ID	Provision	Agree	Disagree	Please provide an explanation if you disagree with a provision. Also provide suggested modifications which would make such provision acceptable.
1	Insurance Requirement			
2	Proof of Coverage			

### Appendix B – Business Requirements

<b>1. General Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
1.1	Experience successfully developing, implementing, and integrating custom built products for clients in the healthcare industry.	
1.2	Available staff capable of ongoing operations and support of the solution.	
1.3	Vendor need not be located in Colorado, but will be required to have key resources, as defined in the contract, onsite for accomplishing tasks as appropriate and agreed.	
1.4	Have a technical infrastructure based on national standards to facilitate continuous interoperability.	
1.5	Experience implementing custom built software products in an Agile environment.	

<b>2. Cost Estimator Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
<b>A. Calculations/ Data Usage</b>		
2.A.1	Calculate yearly healthcare cost estimate (based off data provided by Connect for Health Colorado) according to: 1) Medication preferences and frequency of use 2) Monthly premium 3) Estimated advanced premium tax credit	

<b>2. Cost Estimator Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
	4) Use of coverage 5) Doctor preferences	
2.A.2	Connect to and leverage Connect for Health Colorado's Drools engine to calculate eligibility for Medicare, Medicaid, CHP+, and/ or APTC depending on the user's selections.	
2.A.3	Calculate the smoking rate when the user selects they are a tobacco user.	
2.A.4	Calculate monthly premium cost according to the following factors: 1) Age group 2) Service type (low use, medium use, high use) 3) Female factor 4) Male factor 5) Generic medication 6) Branded medication 7) Tobacco user 8) Number of family members 9) Financial assistance eligibility	
2.A.5	Pull Connect for Health Colorado provided data to make all calculations.	
2.A.6	Collect the following information which is used to display health plans: name, sex, birth month/ year, tobacco user, zip code, country, coverage start date, and income.	
2.A.7	Assign each plan to a metal tier based on coverage level.	



<b>2. Cost Estimator Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
<b>B. User Interaction with Tool</b>		
2.B.1	Option to go back and edit on each page of the tool.	
2.B.2	Follow Connect for Health Colorado’s style guide.	
2.B.3	Notify the user and provide a link to appropriate website when Medicare or Medicaid eligible.	
2.B.4	Select and compare plans side by side.	
2.B.5	Filter and/or sort results by premium, yearly cost estimate, metal tier, or carrier.	
2.B.6	Provide an error message if invalid data is entered (IE- zip code).	
2.B.7	Hover text.	
2.B.8	Select a doctor according to last name, first name, and location.	
2.B.9	Select required medication by dosage, frequency, and quantity.	
2.B.10	Show generic medication against brand names.	
2.B.11	Show the following columns when viewing plan results: 1) Estimated monthly premium (low to high) 2) Yearly healthcare cost estimate (low to high) 3) Insurance company & plan details 4) Annual deductible (low to high) 5) Annual out of pocket maximum 6) Coverage of my doctors & medications	

<b>2. Cost Estimator Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
	7) Select to compare	
2.B.12	Ability to skip financial assistance	
2.B.13	Automatically remove the member from cart, if the member is CHP+ or Medicaid eligible and provide to appropriate websites.	
2.B.14	Add family members who are not applying for coverage.	
2.B.15	Link to Assister/ Broker help on each page.	
2.B.16	Include a progress bar on each page to view steps completed and upcoming actions for the tool.	
2.B.17	Display carrier logo next to each plan.	
2.B.18	Display the amount of advanced premium tax credit (APTC) for which an individual or household qualifies.	
2.B.19	Transfer selected plan data to Connect for Health Colorado when user elects to create an account (this is an integration point)	
2.B.20	Must be able to download the summary of benefits of the plan.	
2.B.21	Option to start over at any point in the application.	
2.B.22	Automated online chat/ customer support	
2.B.23	Ask the following questions/ apply to calculations: 1) American Indian/Alaska Native 2) Pregnant 3) Citizenship	

<b>2. Cost Estimator Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
	4) Disability/ blindness 5) Incarceration	
2.B.24	View and select a dental plan	
2.B.25	Display quality ratings when viewing plan results, making user reviews available to the customers.	
2.B.26	Skip button on doctor and medication preference screens.	
2.B.27	Spanish version of tool.	

<b>3. Second Lowest Cost Silver Level Plan Calculator Tool Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
<b>A. Calculations/ Data Usage</b>		
3.A.1	Calculate second lowest-cost silver plan and premium according to: 1) Zip code 2) County 3) Age of head of household as per coverage start date 4) Age and number of the other family members added to the group	
3.A.2	Pull Connect for Health Colorado provided data to make all calculations.	
<b>B. User Interaction with Tool</b>		
3.B.1	Tool should have a field to enter zip code and county must be auto populated with dropdown options.	
3.B.2	The tool must follow Connect for Health	

<b>3. Second Lowest Cost Silver Level Plan Calculator Tool Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
	Colorado's style guide.	
3.B.3	Tool should have field to enter age of head of house hold as per coverage start date.	
3.B.4	Tool should have ability to add or delete family members to be covered. A field to enter age of each family member added should also be included.	
3.B.5	Provide an error message if invalid data is entered (IE- zip code).	
3.B.6	Hover text.	
3.B.7	Display carrier logo next to plan.	
3.B.8	Spanish version of tool.	

<b>4. Lowest Cost Bronze Level Plan Calculator Tool Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
<b>A. Calculations/ Data Usage</b>		
4.A.1	Calculate lowest cost bronze level plan and premium according to: 1) Zip code 2) County 3) Age of head of household as per coverage start date 4) Age and number of the other family members added to the group	
4.A.2	Pull Connect for Health Colorado provided data to make all calculations.	
<b>B. User Interaction with Tool</b>		
4.B.1	Tool should have a field to enter zip code and county must be auto populated with	

<b>4. Lowest Cost Bronze Level Plan Calculator Tool Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
	dropdown options.	
4.B.2	The tool must follow Connect for Health Colorado’s style guide	
4.B.3	Tool should have field to enter age of head of house hold as per coverage start date.	
4.B.4	Tool should have ability to add or delete family members to be covered. A field to enter age of each family member added should also be included.	
4.B.4	Provide an error message if invalid data is entered (IE- zip code).	
4.B.5	Hover text.	
4.B.6	Display carrier logo next to plan.	
4.B.7	Spanish version of tool.	

<b>5. All Tool Non- Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
<b>A. Compliance</b>		
5.A.1	Meet the American with Disabilities Act (ADA) requirements.	
5.A.2	MARS-E security compliant.	
<b>B. Environment</b>		
5.B.1	Develop tools in an environment selected and owned by Connect for Health Colorado.	
5.B.2	End state platform for production to be delivered on docker containers orchestrated by Kubernetes.	
5.B.3	Able to deploy to a Platform-as-a-service	

<b>5. All Tool Non- Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
	(PaaS) application to be ran in containers arranged by Cloud Foundry Pivotal.	
5.B.4	Declare all application dependencies, completely and exactly via a dependency declaration manifest.	
5.B.5	Store the application configuration in the environment and not in the code. The application must maintain a strict separation of the configuration from the code. This is to include: <ul style="list-style-type: none"> <li>a. Resource handles to the database/Memcached</li> <li>b. Credentials to external services</li> <li>c. Per deploy values such as canonical hostname for the deploy</li> </ul>	
5.B.6	Separate build and run stages in the application.	
5.B.7	Execute application in the environment as one or more processes and be stateless. Any data that needs to persist must be stored in a stateful backing service like a database to enable the application to remain stateless and share nothing. Memory space of the process may be used as a brief, single transaction cache but no reliance on the underlying operating system is acceptable.	

<b>5. All Tool Non- Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
5.B.8	Keep application as similar as possible between development, staging and production to support the design for continuous deployment.	
5.B.9	Export application services via port binding. As an example, the web application must export HTTP as a service by binding to a port and listening to requests coming into that port.	
<b>C. Maintainability</b>		
5.C.1	Maintenance period through January 2019.	
5.C.2	Code promotion periods	
5.C.3	All maintenance downtimes are communicated and agreed upon	
5.C.4	Adhere to agreed upon release management process	
5.C.5	Emergency security patches	
5.C.6	Usability of source code- Developer of Connect for Health Colorado's choosing must be trained by vendor on how to understand and use code	
5.C.7	Adhere to agreed upon disaster recovery plan	
5.C.8	The Code must be version controlled. A codebase is any single repo (in a centralized revision control system like Subversion), or any set of repos who share a root commit (in a decentralized	

<b>5. All Tool Non- Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
	revision control system like GIT). Against the JSON database, that query may stay the same, your code's the same, but the connection string is going to be different in each environment, some of those properties may be different.	
5.C.9	The application's processes are disposable and can be started and stopped at a moment's notice. This is to facilitate fast elastic scaling and rapid deployment of code or configuration changes.	
<b>D. Performance</b>		
5.D.1	Browser to browser roundtrip within 2 seconds	
5.D.2	Desktop and mobile all browser compatibility	
5.D.3	Warranty period of 90 days for code defects after go-live date	
5.D.4	Adhere to agreed upon defect response while in development and warranty period	
5.D.5	Adhere to agreed upon communication and availability standards while in development and warranty period	
5.D.6	Adhere to agreed upon delivery dates for sprints and change requests	
5.D.7	Adhere to agreed upon monthly uptime while in warranty period	



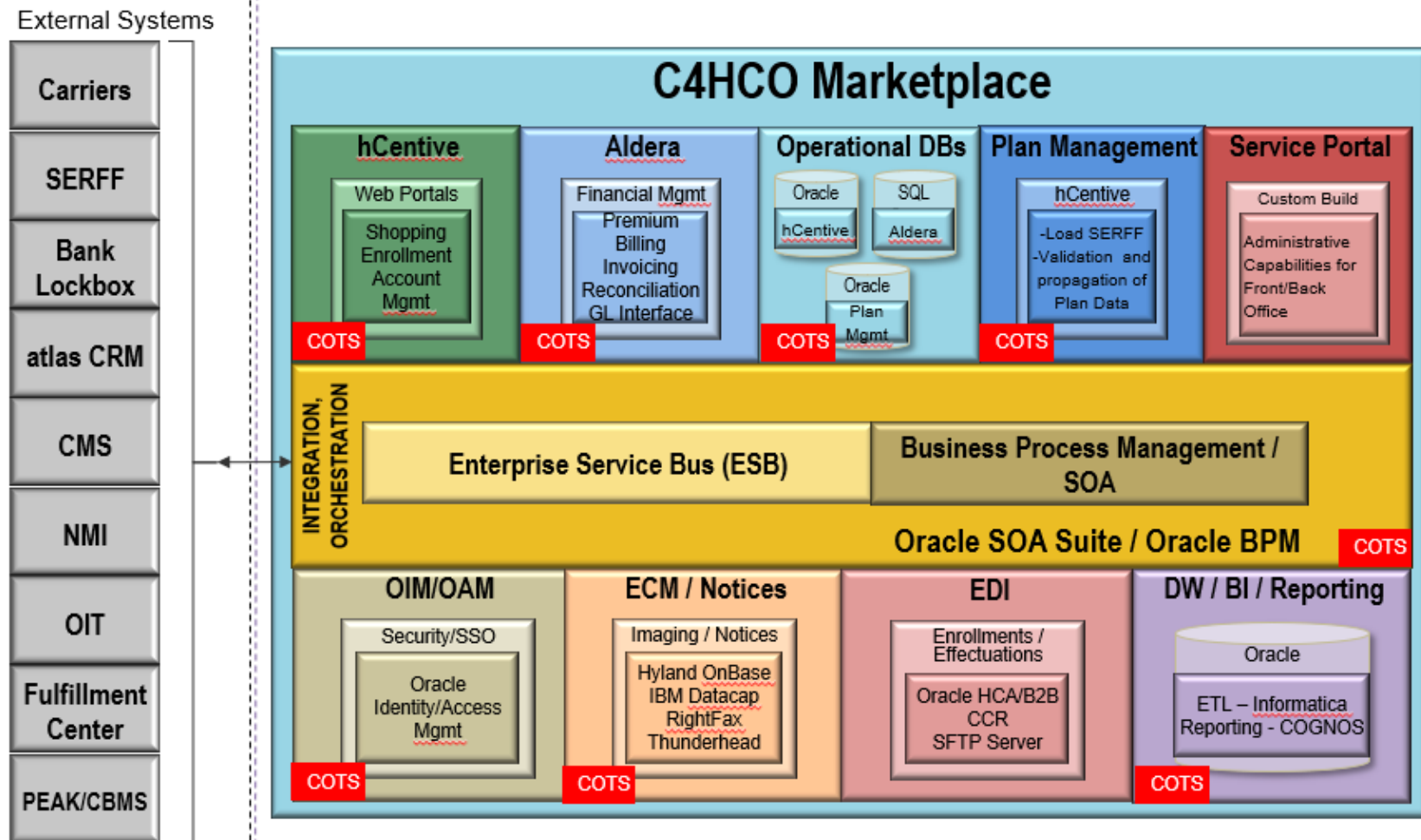
<b>5. All Tool Non- Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
5.D.8	The application is to treat logs as event streams. Logs are to be aggregated, time ordered events collected from the output streams of all running application processes and backing services. The application logs are to be sent to our existing Splunk server.	
<b>E. Storage and Data Management</b>		
5.E.1	The tool will not store any user information making it anonymous.	
5.E.2	If the user chooses, the tool will send selected plan data to the shopping portal (vendor integration).	
5.E.3	Vendor agrees to the protection of customer data: 1) Data will not be utilized for anything other than the rendering of services 2) No data will be destroyed unless authorized by Connect for Health Colorado 3) Ensure confidentiality of PII data	
5.E.4	Treat backing services as attached resources. Any backing service that the app consumes over the network as part of its normal operation. Examples include databases, messaging/queuing systems, SMTP services and caching systems.	
<b>F. Integrations</b>		

<b>5. All Tool Non- Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
5.F.1	Integrate with current shopping platform.	
5.F.2	Integrate with Connect for Health Colorado’s Drools rules engine.	
5.F.3	Integrate with Connect for Health Colorado’s Google Analytics.	
<b>G. Security</b>		
5.G.1	Maintain privacy and security standards that adhere to NIST SP 800-53, CMS MARS-E, HIPAA, IRS Pub 1075, existing Connect for Health Colorado security policies, and other state and federal laws applicable to Exchanges	
5.G.2	Provide controls to prevent unauthorized changes to programs or configurations.	
5.G.3	Follow secure coding best practices: 1) Validate input 2) Heed compiler warnings 3) Default deny 4) Adhere to the principle of least privilege 5) Sanitize data sent to other systems 6) Practice defense in depth 7) Use effective quality assurance techniques	
5.G.4	Throughout development and warranty period, Vendor shall regularly test key controls, systems, and procedures.	

<b>5. All Tool Non- Functional Requirements</b>		
<b>ID</b>	<b>Requirement</b>	<b>Comments</b>
5.G.5	Immediately notify Connect for Health Colorado of any unknown or suspected unauthorized use, disclosure, acquisition, modification, or destruction of PII.	
5.G.6	Have a comprehensive secure development lifecycle System in place consistent with industry standard best practices, including policies, training, audits, testing, emergency updates, proactive management, and regular updates to the secure development lifecycle System itself.	
5.G.7	Review and test all application code for security weaknesses and backdoors prior to delivery. All high-risk findings and exploitable vulnerabilities must be resolved before the Application is released.  For further information please refer to National Institute of Standards and Technology (“NIST”) Special Publication 800-64 Revision 2.	

### Appendix C – Architecture Design

#### Exchange Component Architecture



### Physical Architecture

