



**Request for Proposal
for
Managed IT Services**

April 14, 2023

This Request for Proposal (RFP) is furnished by the Connect for Health Colorado on an "AS IS" basis. Connect for Health Colorado does not provide any representation or warranty, express or implied, regarding its accuracy, completeness or fitness for a particular purpose. Distribution of this document is restricted pursuant its terms set out below.

© Copyright 2019 Connect for Health Colorado. All rights reserved.

Table of Contents

Table of Contents

A. Statement of Intent	3
1. Introduction	3
2. Background	3
3. Objective and Scope of Services	3
4. Vendor Selection	4
5. Contracting	4
B. RFP Process	4
1. Proposal Submission Requirements	4
2. Response Format	4
3. Copies and Delivery Requirements	5
4. Communications & Contacts	5
C. Request for Proposal Provisions	5
1. Confidentiality	6
2. Colorado Open Records Act	6
3. Access to/Use of Proposal	6
4. Binding Response	6
5. Communication Restrictions	6
6. Modifying/Withdrawing Request for Proposal	7
D. Proposed Resources and Pricing	7
E. Response to Business Requirements	9
F. Service Agreement Provisions Matrix	13

A. Statement of Intent

1. Introduction

Connect for Health Colorado (C4HCO) is soliciting responses from qualified entities to provide managed IT services. Through this Request for Proposals (RFP), C4HCO intends to identify and potentially contract with a vendor to provide managed IT services to support our corporate operations. To be considered, bidders must demonstrate experience and skills in delivering the business requirements along with the other selection criteria identified in this RFP.

2. Background

Connect for Health Colorado was established by the Colorado General Assembly in 2011 as a nonprofit instrumentality of the state to operate a health insurance Marketplace. C4HCO opened for business on October 1, 2013 for individuals, families and small employers to compare and buy health insurance. C4HCO provides the exclusive ability to apply for financial assistance in the form of tax credits to help lower the monthly cost of health insurance premiums. Customers can shop online, receive help by phone or online chat from Customer Service Center representatives and access in-person assistance from a statewide network of certified Brokers (insurance producers or agents) and community-based Assisters.

To provide health coverage help to Coloradans, C4HCO collaborates closely with the Colorado Department of Health Care Policy and Financing and the Colorado Division of Insurance. The Colorado Department of Health Care Policy and Financing administers Health First Colorado (Colorado's Medicaid program) and Child Health Plan Plus (CHP+) programs, as well as a variety of other programs for low-income Coloradans, families, children, pregnant women, the elderly, people with disabilities and some adults without children.

Currently the Connect for Health Colorado managed IT services provide support for approximately 180 employees and at times up to 100 contracted staff. For more information on our work and our State Partners, please visit ConnectforHealthCo.com

3. Objective and Scope of Services

The purpose of this Request for Proposals ("RFP") is to identify a vendor that can provide services meeting industry best practice standards. The scope of services expected to be acquired through this RFP are in the following areas (further defined in the business requirements in Section E):

- Onsite and remote technology support
- Technology onboarding/offboarding of staff
- Monitoring of equipment and corporate systems
- Tracking and auditing of equipment and software
- User management of cloud based applications
- Security services to support corporate systems
- Ticket tracking and reporting
- Advisory services – continuous improvement of technology operations
- Ad hoc projects to support corporate IT needs
- Detailed services tracking and invoicing
- Support of specified technologies (see part 11 of Section E)

Note – Any services that access and support production data must be performed by on-shore resources. Off-shore staff are permitted to be utilized on non-production related activities.

4. Vendor Selection

Based on the responses it receives from this solicitation, C4HCO will determine the vendor that best meets its needs. The Vendor selected by C4HCO will have submitted a response to this solicitation demonstrating that they:

- Possess the capabilities, experience and expertise to meet the requirements in Section E
- Provide competitive rates for the scope of services provided
- Have adequate experienced resources responsive to C4HCO's dynamic needs
- Have the existing capability to physically provide local Colorado support
- Have consistently demonstrated success and a high degree of customer satisfaction on similar previous engagements

The evaluation of each response to this RFP shall be made by C4HCO, in its sole discretion, and shall not be subject to appeal. Vendors should recognize that the evaluation process and final selection will take into account quantitative and qualitative measures in each proposal as well as external factors and other criteria regarding each Vendor and each proposal. C4HCO may invite Vendors for oral presentations and demonstration sessions. C4HCO also may request to conduct site visits and reference checks before selecting the final Vendor. C4HCO reserves the right to make multiple awards, one award, or no award.

5. Contracting

Vendors selected in response to this RFP will enter into a Standard Service Agreement (Agreement) with C4HCO that is substantially identical to the Agreement template included in Section F. Statements of Work (SOW) will be utilized to identify specific services to be delivered under the Agreement. C4HCO intends the contract term may be up to three years with an option to renew annually dependent upon favorable pricing.

The willingness of Vendor to agree to the contractual provisions in the Services Agreement will be a material consideration in C4HCO's evaluation of Vendor's response. Unless or until C4HCO and the selected Vendor(s) have entered into a Services Agreement, C4HCO will have no obligation to engage Vendor to provide the requested services under this RFP.

B. RFP Process

1. Proposal Submission Requirements

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

2. 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 following table:

RFP Section Reference	Format Requirements
Cover Letter	Maximum of two pages with attachments clearly identified and referenced.
Table of Contents	Contents and list all additional documents and links comprising the entire Response.
Introduction	Provide introductory overview of the organization and materials provided (3-page maximum).
Organizational Qualifications	Offeror’s past and current organizational experience in relation to the scope of services being proposed. Address each of the business requirements listed in Section E. The response section of the table in Section E should be used for your response. (5 page maximum). Additional supporting materials can be referenced in the table and attached to your response.
Pricing Proposal(s)	See Section D.
Services Agreement Provisions	Service Agreements are provided in Section F <u>Vendors must complete matrix in Section F</u> (i) Indicating acceptance of each Service Agreement Provision by enumerated section; or (ii) Suggest alternative acceptable contractual language.

3. Copies and Delivery Requirements

Each vendor should provide its response with:

- One electronic media copy in PDF format
- One electronic media copy in MSWord format to enable *cut & paste* functionality
- Responses delivered to Matt Wiik, **mwiik@c4hco.com**
- May 8, 2023 5:00 PM (Mountain Time) submission date deadline

4. Communications & Contacts

All questions must be submitted in writing via email by a single resource in each Vendor’s organization by April 26, 2023 5:00 PM Mountain Time. Early submission of questions is encouraged. Questions should be submitted to **Matt Wiik, mwiik@c4hco.com** and the following format should be used:

Question #	Section Title	Question

Please contact Matt Wiik to request a copy of all questions submitted and C4HCO’s responses.

C. 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.

1. 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 C4HCO and must be treated as such by Vendor. Notwithstanding the foregoing, Confidential Information does not include information that: (i) was already lawfully known to Vendor at the time of disclosure by C4HCO; (ii) is disclosed to Vendor by a Third-Party who had the right to make such disclosure without any confidentiality restrictions; or (iii) 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. 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. Vendor acknowledges that the information contained in this RFP is proprietary to C4HCO, 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. Upon request by C4HCO at any time, Vendor will return to C4HCO, or, at the request of C4HCO, 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 C4HCO, an officer or director of Vendor will certify in writing to such return or destruction.

2. Colorado Open Records Act

C4HCO is subject to the provisions of Colorado’s Open Records Act. Responses to RFPs are subject to open record requests and will be provided in response to a valid open records act request received by us. Vendors should not provide or disclose information or materials deemed proprietary.

3. 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 C4HCO and we are under no obligation to return any of the materials submitted in response to the RFP. The foregoing does not provide or transfer to C4HCO 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.

4. Binding Response

If Vendor’s response to this RFP is selected by C4HCO, Vendor’s proposal will be binding on Vendor at the time that the Deadline for Vendor Responses has passed.

5. Communication Restrictions

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

Matt Wiik
Connect for Health Colorado
4600 South Ulster Street
Suite 300
Denver, CO 80237
mwiik@c4hco.com

From the date of issuance of this RFP through the award notification (if any), Vendor representatives shall not be allowed to communicate with any C4HCO staff concerning this RFP except for:

- The resource(s) identified above
- Representatives available during visits (if any)
- Via written (emailed) questions to the provided C4HCO email address
- Phone calls and meetings arranged through and attended by the C4HCO resource identified or a designated proxy

6. Modifying/Withdrawing Request for Proposal

C4HCO reserves the right to modify or withdraw this Request for Proposal or to reject a Response at any time. A Response that has been submitted to C4HCO 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 Section B of this RFP. A proposal that has been submitted to C4HCO 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 C4HCO before the submission deadline for Vendor Responses set forth in the Section B of this RFP.

D. Proposed Services and Pricing

C4HCO is interested in establishing pricing models that are determined in advance to provide predictable and firm costs to maximize efficient budgeting including standard service categories and associated pricing for each service either on a time & materials basis or a fixed unit price basis as may be determined. Vendors are requested to specify the service categories along with a description of each category and pricing that they are proposing using the format of the table below. The table should include any service category Vendor may have to offer based on the scope of services described in Section A.

Service Category	Service Description	Unit Description (e.g., workstation, users, hours, subscriptions)	Unit Price

Vendors are invited to propose additional discounted pricing terms or alternative pricing structures providing the proposed pricing provides predictability. Such proposals can be included in paragraph format below the Resource Categories and Pricing Table.

Additionally, Vendors should indicate explicit confirmation that the listed prices for the initial term of the Service Agreement are not subject to change by more than the currently applicable increase (if any) in the *Consumer Price Index of All Urban Consumers* (CPI-U) as published by the U.S. Bureau of Labor Statistics for the U.S. City Average Level, as calculated annually.

Other changes to rates are anticipated to be addressed upon renewal (if any) of the Service Agreement and after the expiration of the initial term.

E. Response to Business Requirements

ID	Requirements	Vendor Response
1	Onsite Services	
1.1	Vendor will provide an onsite support technician as needed for HQ / Hardware deployment and support for employees (WFH)	
1.2	Onsite technician will be able to respond within 60 minutes for highest-priority tickets for HQ	
1.3	Vendor will provide technical resources dedicated to our account to support our WFH equipment, laptops, applications and hardware. Including support of out of state employees and support in shipping/ receiving equipment as needed	
1.4	Vendor will be able to provide onsite technician for Colorado locations with appropriate notice	
1.5	Contract allows for level of onsite support to be adjusted as needed with sufficient notice for OE ramp-ups etc	
1.6	Support technicians will be sufficiently skilled to resolve basic hardware, OS and network issues	
1.7	Support requests tracked through support ticket process	
2	Monitoring	
2.1	Pro-active monitoring of desktops/laptops to identify issues such as space shortage, performance, anti-virus, patch status	
2.2	Pro-active monitoring of desktops/laptops to identify software or configuration that could cause compliance or performance issues	
2.3	Pro-active monitoring of web and cloud based systems / servers to identify issues such as space shortage, performance, anti-virus, patch status	
2.4	Warnings to C4 personnel on potential issues with systems	
2.5	Outreach to users on potential issues affecting laptop/desktop performance	
3	Auditing, tracking and documentation	
3.1	Verify existing software installation log	
3.2	Track and report software licensing on an ongoing basis. Update through installation process	
3.3	Alert as software license counts approach capacity	
3.4	Verify existing hardware assignment log for servers, laptops and workstations including monitors	
3.5	Track and report on hardware assignments, update through onboard/offboard process and as changes discovered.	

3.6	Hardware assignments need to cover machine ID, basic specifications, assigned user and location	
3.7	Develop and maintain technical architecture documentation regarding the IT equipment housed at the HQ	
3.8	Vendor must provide a baseline configuration document for laptops/workstations	
4	User management	
4.1	User management for cloud-based systems/applications (Okta, Office 365, Teams, Slack, VPN etc & Online training)	
4.2	User management for file-sharing applications (e.g. Box.com)	
5	Security	
5.1	Vendor will be able to follow pre-defined onboarding and offboarding processes to ensure that existing safeguards are met	
5.2	Email security support (currently we have spam protection and anti-phishing)	
5.3	Support for security incidents (e.g. phishing, malware, virus)	
5.4	Support for anti-virus & anti-malware	
5.5	Full backup and recovery support (mydocuments folder)	
5.6	Vendor will support C4's security incident and reporting requirements by providing information on request, finding and resolving security breaches	
6	Process	
6.1	Provide a mechanism to ensure that application installs are appropriately approved	
6.2	Provide a mechanism to ensure that onboarding of new staff complete the necessary technical signoffs (e.g. security training, security attestations, hardware receipts)	
6.3	Vendor supports the ticketing, support and reporting process with an ITSM platform that provides user-facing capabilities to view tickets, see progress and ETAs	
6.4	Develop procedural documents as required	
7	Advisory	
7.1	Based on a review of C4's technology needs, proficiency and budget, provide ongoing input on potential opportunities to improve capability and reduce cost	
7.2	Develop a roadmap of suggested improvements with input from C4 including approximate schedules and high-level costing	
7.3	Vendor provides user training sessions and/or guidance material on topics that they see as being beneficial to C4's process and business	
8	Project implementation	

8.1	Provide technology expertise and resources to execute desktop and server projects	
8.2	Manage projects through with strong PM skills (update on status, risks/issues, planning and scheduling)	
9	Contract management and payment model	
9.1	Reports made available on a regular basis against performance against support ticket SLAs	
9.2	Regular (initially bi-weekly?) meetings with dedicated account represent to review contract performance, suggest changes.	
9.3	Contract will need to flex to support additional users and contractors at times of peak need	
9.4	Invoicing should clearly identify components of the monthly bill	
9.5	Contract should account for the fact that a number of staff will have much lower set of needs (e.g. hardware and OS support only)	
9.6	Contract should have a 30-day termination notice period	
10	Personnel and equipment	
10.1	Support for 150+ C4 FTEs (full support for laptop/workstation, OS, hardware, apps)	
10.2	Support for email and calendar on one mobile device for each FTE	
10.3	Support for training team (20 workstations, OS, hardware, network only)	
10.4	Support for contractors that use C4 laptop/workstations (full support for laptop/workstation, OS, hardware, apps)	
10.5	Support for cloud based systems/servers	
10.6	Automatic adjustment of pricing based on the onboarding / offboarding of personnel/equipment as it happens	
10.7	The IT Support Vendor will quote for and procure equipment for or on behalf of the customer	
10.8	A flexible staff structure and provides temporary and ad-hoc project support for: <ul style="list-style-type: none"> • Technical Support • Staff Augmentation / Onsite Support • Professional Services / Projects • Onsite support resources in Denver • Project engineers • Project management • Ability to support out of state and off-shore resources • Ability to quickly scale up to 4-6 FTEs on the account 	
11	Certifications and Expertise	
11.1	The IT Support Staff and/or IP Support Vendor will have the following certifications: <ul style="list-style-type: none"> • OKTA Professional 	

	<ul style="list-style-type: none"> • Microsoft Solution partner for Modern Work • SOC2 	
11.2	<p>The IT Support Vendor must have the expertise and provide support on the following technologies:</p> <ul style="list-style-type: none"> • Microsoft 365 (intune, MDM, office 365) • Apple device support (MAC, IOS, MDM) • Okta • Cloudflare • AWS • Azure • Google Workspaces, chromebooks and chromeboxes • Virtual workspaces support (AWS Workspaces/AVD/Cloud PC) • Reselling Gov cloud licenses of office 365, dynamics 365, and Azure 	
11.3	<p>The IP Support Vendor must provide expertise in the support of Automation for the following:</p> <ul style="list-style-type: none"> • User provisioning • Role change forms and automation • SSO and SCIM experience 	

F. Service Agreement Provisions Matrix

Standard Service Agreement provided below Matrix

Service Agreement				
Part	Provision	Agree	Disagree	Please provide an explanation if you disagree with a provision and provide suggested modifications which would make such provision acceptable.
1	Engagement			
2	Changes			
3	C4HCO Obligations			
4	License			
5	Contractor Compensation and Expenses			
a	Compensation			
b	Expenses			
6	Invoices and Payments			
a	Time-and-Materials			
b	Fixed Price			
7	Taxes and Other Charges			
8	Audit Rights			
9	Warranties			
a	License & Permits			
b	Good Standing			
c	Financial Responsibility			
d	No Claims or Demands			
e	Good Faith			
f	No Defects			
g	Services Performed by Contractor			
h	Taxes & Charges			
i	No Liens			
j	Notice of Adverse Impact			
k	Free & Clear			
l	No Infringement			
m	No Violation of Rights			
n	Third-Party Materials			
o	Free of Malware			
10	Corrections			
11	Subcontractors			
12	Non-Exclusivity			
13	Term and Termination			
a	Fees Due on Termination			
b	Final Payment			
c	Work in Progress			
d	Reasonable Assistance			
14	Survival of Terms			
15	Confidential Information			
a	C4HCO Confidential Information			

Service Agreement				
Part	Provision	Agree	Disagree	Please provide an explanation if you disagree with a provision and provide suggested modifications which would make such provision acceptable.
b	General Obligations			
c	Unauthorized Acts			
d	Excluded Information			
e	Return of Confidential Information			
16	Ownership			
17	Contractor Obligations			
a	Prompt Execution			
b	Indemnification			
18	Independent Contractor			
19	Federal Funds			
a	Equal Employment Opportunity			
b	Debarment and Suspension			
c	Byrd Anti-Lobbying			
d	Rights to Inventions			
e	Clean Air & Water			
20	Insurance			
21	Miscellaneous Terms			
a	Negotiated Terms			
b	Assignment			
c	Counterparts			
d	Severability			
e	Entire Agreement			
f	Discretion and Notices			
g	Disputes			
h	Further Actions & Documents			
i	Timeliness			

SERVICE AGREEMENT

This Service Agreement ("**Agreement**") is entered into as of _____, 201__ ("**Effective Date**") by _____ ("**Contractor**") and Connect for Health Colorado ("C4HCO") collectively, "the Parties." The Agreement begins on the Effective and shall continue for three (3) years from the Effective Date, subject to renewal for a period of time at C4HCO's discretion.

The Colorado Health Benefit Exchange doing business as Connect for Health Colorado is a public, non-profit instrumentality of the state established and authorized by the Colorado General Assembly under CRS §§10-22-101 *et seq.*, with the mandate to operate a marketplace in which Coloradans can shop for and buy health insurance.

Contractor provides Managed IT Services.

The Parties have agreed on the terms and conditions for Contractor to provide services to C4HCO from time-to-time as agreed in a Statement(s) of Work entered into by the Parties under this Agreement.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

- 1. Engagement.** Subject to the terms of this Agreement, C4HCO hereby engages Contractor to perform, and Contractor agrees to perform the services (collectively, "**Services**") described in one (1) or more Statements of Work ("SOW") attached to this Agreement. Services will be provided by Contractor according to the terms of each SOW including the scope, schedule, budget and other requirements set forth therein. As applicable, all Deliverables are subject to acceptance by C4HCO and any acceptance criteria established by the Parties as set out in an SOW.
- 2. Changes.** C4HCO may request in writing a change in an SOW. The SOW will be modified accordingly reflecting the Parties mutual agreement to the changed terms and conditions. Contractor will (to the extent requested by C4HCO) continue to perform while the Parties reach mutual agreement with respect to any change.
- 3. C4HCO Obligations.** C4HCO will provide direction and requirements to Contractor, and as required, information, documents, approvals, acceptance and other decision making relating to the provision of Services by Contractor under this Agreement.
- 4. License.** Contractor may be provided with access to, or possession of, software and related documentation, data, and other materials under this Agreement ("**Licensed Materials**"). Contractor is hereby granted the limited right during the term of each Statement of Work to have its employees and subcontractors set forth in a Statement of Work use Licensed Materials provided for such Statement of Work solely to perform his obligations under this Agreement and not for any other purpose. Contractor will not make any copies of Licensed Materials without the consent of C4HCO, will comply with all terms and conditions governing use of Licensed Materials, whether imposed by C4HCO, the licensor or any third party, and will return Licensed Materials on request from C4HCO or upon completion of the Services for which such Licensed Materials were provided to Contractor.
- 5. Contractor Compensation and Expenses.**
 - a. Compensation.** Contractor will receive the fees ("**Contractor Fees**") and reimbursement of authorized

expenses (“Expenses”), if any, as set forth in each SOW according to the payment schedule set forth therein as full compensation for the Services, and Contractor will not be due any other payments under this Agreement or otherwise relating to the Services or any Project.

- b. Expenses. C4HCO will reimburse Contractor for the Expenses necessarily incurred by Contractor in performing Services to the extent set forth in an SOW or as otherwise agreed in writing prior to expense incurrence, but otherwise all expenses incurred by Contractor in providing the Services will be borne by Contractor, and C4HCO will not be responsible for any such expenses. Expenses to be reimbursed under a Statement of Work will only be reimbursed to the extent actually paid by Contractor, net of any discounts, credits or other value received by Contractor in connection with such Expenses. Preapproved travel related expenses will only be reimbursed according to C4HCO’s then current travel reimbursement policy. Submission of an invoice for Expenses is a representation by Contractor that the invoiced amount was actually incurred by Contractor and under the terms of this Agreement that Contractor is due reimbursement of the amount invoiced.

6. Invoices and Payments.

- a. If Services are on a *time-and-materials basis*, Contractor will submit invoices describing for each day by each authorized person the specific time spent on each separate item or topic worked on, as directed by C4HCO. All Contractor Fees will be invoiced monthly within thirty (30) days of performance of the Services upon which they are based along with all preapproved incurred Expenses if any accompanied by copies of actual receipts. Submission of an invoice is a representation by Contractor that it is true and complete, and any time for the period covered by the invoice that are not included therein will not be paid by C4HCO.
- b. If Services are on a *fixed-price basis*, Contractor will invoice C4HCO according to the payment schedule in the Statement of Work. Undisputed amounts will be paid within thirty (30) days of receipt by C4HCO of a proper invoice. A proper invoice shall contain the billing detail required by C4HCO and all supporting documentation, including actual receipts for all approved expenses for which reimbursement is sought by Contractor.
 - i. Payments will be based on the completion of milestones. In general, SOWs will specify a 10% to 20% withholding amount on each milestone-based payment that will be released upon final deliverable acceptance and/or successful completion of a warranty period.

7. Taxes and other Charges. Contractor Fees and Expenses are the total amount due to Contractor, and Contractor is responsible for paying all taxes and other charges, and making all withholdings, relating thereto and otherwise relating to the Services, its business and payments by Contractor to any other person or entity, and Contractor will file all documents, pay all amounts and otherwise comply with all government requirements relating thereto.

8. Audit Rights. During the Term of this Agreement and for three (3) years thereafter, C4HCO may at any time during normal business hours on reasonable advance notice audit, inspect and copy the books and records of Contractor relating to its performance of Services and its invoices relating thereto. Contractor will reimburse C4HCO for any overpayments demonstrated by such audit and inspection. Contractor will maintain

reasonable documentation regarding its performance of Services.

9. Warranties. Contractor hereby represents, warrants and agrees that:

- a. Contractor has, and any personnel providing Services have, or will have when required hereunder all licenses and permits required for it to provide the Services, and performance under this Agreement will not violate or be restricted in any manner by any agreement to which Contractor or any of its employees or subcontractors are bound;
- b. Contractor is currently active, in good standing and qualified in all applicable jurisdictions to conduct its business as it is presently conducted;
- c. Contractor will remain in compliance with all requirements applicable to its existence and activities, including bond and insurance requirements, and it has the experience, personnel and financial resources to provide the Services according to the terms of this Agreement;
- d. There are no claims, demands, investigations, lawsuits or other matters pending against Contractor, its employees, owners or others that could materially adversely impact Contractor's ability to provide the Services;
- e. Services will be performed promptly in good faith and in a professional manner according to industry best practices, free of defects and in compliance with all laws, regulations, codes and ordinances and the terms of this Agreement and any other contract to which Contractor is a party or to which C4HCO is a party and the relevant terms of which C4HCO has communicated to Contractor;
- f. Any items delivered by Contractor, such as specifications, programs, code, notes, documentation, documents, designs, plans, information, or other items of any nature tangible or intangible (collectively, "**Deliverables**") will have for one hundred eighty (180) days after delivery, or such other time set forth in an SOW, have no defects and comply with all specifications, designs, drawings, plans, material lists, acceptance criteria and other requirements and documents included or described in an SOW or otherwise agreed to by Contractor and C4HCO, and all laws, regulations, codes, ordinances and industry standards, and all materials used in connection with the Deliverables, if any, will be new and first quality;
- g. Services will be provided solely by Contractor and the individuals set forth in an SOW which may include approved subcontractors (Time and Materials SOWs only).
- h. Regardless of whether Contractor will be reimbursed hereunder for any of such amounts, Contractor will timely pay and make proper filings relating to all taxes and other government charges due based on its provision of the Services, its payments to its employees and contractors, the conduct, revenue and profits of its business and otherwise;
- i. Contractor will not act or fail to act in any way that results in a lien in favor of any party on any property of C4HCO, and if any such lien arises, it will immediately take all actions necessary to remove such lien at no cost to C4HCO;
- j. Contractor will promptly provide notice to C4HCO of any change in circumstances that may adversely impact the Services and of any claim made against Contractor or C4HCO, or any third party that may have an adverse impact on C4HCO or its activities;
- k. Upon delivery, except as provided otherwise in an SOW, C4HCO will own all right, title and interest in and to each Deliverable free of any claims or encumbrances of any nature;
- l. Services, including all Deliverables, and the use of each Deliverable as reasonably contemplated

by C4HCO will not infringe upon or violate the rights of any third party, including IP Rights, and any other rights arising at law, in equity or otherwise;

- m. Contractor will not violate any rights of C4HCO, including the IP Rights, the rights of C4HCO under Section 15 relating to C4HCO's Confidential Information, and any other rights set forth in this Agreement or provided at law, in equity or otherwise;
- n. Deliverables have not been created with and do not contain or require for their operation any free or open source software except as set forth otherwise in an SOW, and except as set forth in the applicable SOW are the original work of Contractor and do not contain any software, data or other items of any nature owned in any part by any third-party ("**Third-Party Materials**"); and
- o. No Deliverables or electronic communications from Contractor will contain any computer virus, worm, Trojan, timebomb, logic bomb, backdoor, exploit, keylogger, timer, infector, instruction, routine, rootkit, surveillance software, disabling code, or other malware or malicious code intended to or that does cause the computers or systems of C4HCO or any third party to fail to act properly or to function in an unintended manner or permit access to such computers or systems by any person, computer or process not intended by C4HCO.

10. Corrections. Without limiting the rights of C4HCO in any way, upon notice by C4HCO of any failure of Contractor to meet its obligations under this Agreement, including the warranties set forth above, Contractor will within seven (7) days, or such longer period reasonably required not to exceed thirty (30) days, and at no cost to C4HCO correct such failure or damage. If Contractor does not correct such failure or damage within such period, C4HCO may contract with another Contractor to correct such failure or damage and deduct the cost of such contract from amounts otherwise owing to Contractor hereunder, and Contractor will on request from C4HCO pay the difference to C4HCO. C4HCO may offset any amount owed to Contractor against any amounts Contractor owes to C4HCO.

11. Subcontractors. Contractor will only provide Services through employees and only those subcontractors expressly set forth in an SOW. Contractor is responsible for the actions and omissions of each subcontractor and its personnel as though they were employees of Contractor, and references to Contractor in this Agreement include all such personnel. Contractor will obtain from each of its employees and each subcontractor and the personnel of each such subcontractor the written agreement to the provisions of this Agreement (other than terms relating to payment) as though each was Contractor and an agreement that C4HCO is the intended third-party beneficiary of such agreement.

12. Non-Exclusivity. This Agreement and each SOW are not exclusive. Either Party may represent others in any capacity and perform services for others, except as set forth in this Agreement otherwise and except that if an SOW provides that any efforts of Contractor or any of its employees or subcontractors are full-time, then to that extent Contractor will not during the term of the SOW perform services for others. C4HCO may in its discretion hire others in addition to or in lieu of Contractor.

13. Term and Termination. The "**Term**" of this Agreement will begin on the Effective Date and remain in effect until expiration of the term then in effect or termination under the terms of this Section 13. Either Party may terminate any or all Statements of Work if the other Party breaches any of its obligations hereunder and fails to cure such breach within fourteen (14) calendar days after notice from the non-breaching party. C4HCO may terminate this Agreement with thirty (30) days' notice to Contractor and C4HCO may terminate any or all SOWs without any reason on at least ten (10) calendar days advance written notice. On termination other than for the uncured material breach by Contractor:

- a. Contractor will be due Contractor Fees for Services prior to termination and reimbursement of preapproved Expenses incurred prior to termination;

- i. For milestone-based Deliverables C4HCO will pay for such portion of a partially completed milestone (*pro rata*) at the time of termination not to exceed to the full payment amount for such milestone subject to such holdback provisions which may be applicable.
- b. C4HCO may condition final payment on execution by Contractor (and any other applicable person or entity) of a release of all claims relating to C4HCO and the Services, and any certificates of originality or other documents required by C4HCO documenting its ownership of all Deliverables and IP Rights;
- c. Contractor will immediately deliver to C4HCO or, if directed by C4HCO, to a third-party, all work then in process; and
- d. Contractor will provide reasonable assistance requested by C4HCO to transition each work in progress, including execution of documents, and to the extent requested, assignment of subcontracts to another Contractor (and Contractor hereby appoints C4HCO its attorney in fact to execute such documents and assign such subcontracts).

14. Survival of Terms. The obligations under the following Sections of this Agreement will survive termination of this Agreement for any reason whatsoever: **Error! Reference source not found., 8, Error! Reference source not found.5 to18 and 21(g).**

15. Confidential Information.

- a. **C4HCO Confidential Information.** All nonpublic information of C4HCO in any form whatsoever, whether oral, written or otherwise (collectively, "**C4HCO Confidential Information**"), including any information relating to software, source code, object code, services, products, technology, personnel, methodologies, practices, business, finances, pricing, ownership, plans, documents and documentation, profits, policies and procedures, customers, employees, or otherwise, whether provided to or developed by Contractor, is the confidential and proprietary information of C4HCO.
- b. **General Obligations.** In the course of providing the Services, Contractor may acquire C4HCO Confidential Information. Contractor will hold in confidence all C4HCO Confidential Information, not use C4HCO Confidential Information for purposes other than performance under this Agreement and not disclose C4HCO Confidential Information to any third-party except those authorized in writing by C4HCO who have agreed in writing to be bound to confidentiality provisions no less restrictive than those in this Section **Error! Reference source not found..** Contractor will not use or bring onto the premises of C4HCO any proprietary or confidential information of any third-party without the express agreement of C4HCO. Contractor will employ industry best practices, and abide by Federal and state regulations and C4HCO policies, to maintain the confidentiality of C4HCO Confidential Information in accordance with the requirements of this Section **Error! Reference source not found..**
- c. **Unauthorized Acts.** Upon knowledge by Contractor of any unauthorized possession, use or knowledge, or any attempted unauthorized possession, use or knowledge, of C4HCO Confidential Information by Contractor, its employees or subcontractors ("**Unauthorized Act**"), Contractor shall at no cost to C4HCO: (i) notify C4HCO promptly of the details of the Unauthorized Act; (ii) use best efforts to assist C4HCO in investigating, minimizing the impact of, and preventing the recurrence of the Unauthorized Act; and (iii) use best efforts to cooperate with C4HCO in any litigation and investigation against third-parties deemed necessary by C4HCO to protect C4HCO Confidential Information.
- d. **Excluded Information.** Even if marked as confidential, the obligations in this Section **Error! Reference source not found.** will not apply to information generally available to or known to the public, known by Contractor without obligation of confidentiality before the negotiations leading to this Agreement as demonstrated by Contractor's written records, independently developed by Contractor outside the scope of this Agreement as demonstrated by Contractor's written records, lawfully disclosed to Contractor

without restriction by a third-party having the right to make the disclosure or required to be publicly disclosed to a tribunal. In the case of required disclosures to tribunals, Contractor will promptly notify C4HCO and at no charge to C4HCO fully assist C4HCO to obtain protective orders maintaining the confidentiality of the information.

- e. **Return of Confidential Information.** Promptly upon expiration or termination each SOW, or earlier if requested by C4HCO, except as otherwise directed, Contractor will return, erase or destroy all C4HCO Confidential Information in its possession or control regarding such Statement of Work, including C4HCO Confidential Information stored in any computer memory or data storage apparatus, and, at C4HCO's request, provide a certification that Contractor retains no C4HCO Confidential Information in any form whatsoever.

16. Ownership. All Deliverables and any idea, invention, information, data, work of authorship, document, or design created by or for Contractor under an SOW and any patent, copyright, trade secret, confidentiality, authors or other rights of any nature whatsoever arising from or relating in any way thereto (collectively "**IP Rights**"), will be owned by C4HCO, and Contractor will promptly and at no cost to C4HCO take all efforts requested by C4HCO to document and perfect such ownership of all IP Rights by C4HCO. Contractor hereby appoints C4HCO its attorney in fact to complete such documents and take such actions as C4HCO determines to document and perfect such ownership of such items. Contractor will not have any right to Deliverables or IP Rights, C4HCO Confidential Information or the trademark, logos or other property of C4HCO. Contractor will not use, register or apply for any name, logo, URL or trademark the same or confusingly similar to any name, logo, URL or trademark used by C4HCO. If any Third-Party Materials are included in a Deliverable (and Contractor will only include Third-Party Materials to the extent expressly set forth in an SOW), Contractor hereby grants to C4HCO a perpetual, worldwide and royalty free right to use, and to permit third-parties to use, such Third-Party Materials without restriction other than the limitations. In the event Contractor is contractually prohibited from granting such rights to C4HCO, then Contractor must disclose to C4HCO in writing the nature and extent if such limitations to the degree restricted Third-Party Materials are included in a Deliverable.

17. Contractor Obligations. In connection with its performance under this Agreement, Contractor will:

- a. Promptly execute or obtain the execution of documents as reasonably requested by C4HCO; and
- b. Indemnify, defend (with counsel acceptable to each Indemnatee) and hold harmless C4HCO and its affiliates, and the officers, directors, employees, shareholders, members, managers, subcontractors, attorneys, representatives, contractors and agents of each of them ("**Indemnitees**") from any claim, demand, lawsuit, arbitration, investigation, proceeding, loss, expense, liability, damage, cost, injury or other amounts of any nature whatsoever incurred as a result of the actions or omissions of Contractor or any of its employees or subcontractors, or employees and contractors of such subcontractors at any level, or any breach of Contractor's obligations under this Agreement, or for payments of any nature relating to the Services except for payment of Contractor Fees and Expenses under the terms of this Agreement.

18. Independent Contractor. The Parties intend to create an independent contractor relationship and nothing contained in this Agreement will be construed to make Contractor or any of its employees or subcontractors the partner, joint venturer, principal, agent, or employee of C4HCO. Contractor will have no right to and will not take any actions to obligate C4HCO in any way. Subject to the requirements of this Agreement, Contractor will determine the daily work schedule, method, details and means of performing the Services, and will be responsible for all training, education and materials and supplies, and all supervision of Contractor's personnel. For clarity, and without limitation, Contractor acknowledges and agrees that neither Contractor nor any personnel of Contractor are entitled to (i) any unemployment benefits under this Agreement unless provided by Contractor or a third-party outside of this Agreement, or (ii) any salary,

benefits or perks from C4HCO.

19. Federal Funds. Contractor acknowledges that payments *may* be made by C4HCO under this Agreement out of federal funds provided to C4HCO and related to C4HCO's activities including the operation of a health insurance exchange. Accordingly, and as may be applicable, Contractor agrees to comply with:

- a. **Equal Employment Opportunity.** Contractor will comply with Executive Order 11246 "Equal Employment Opportunity" as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. **Debarment and Suspension.** Performance by Contractor under the Agreement constitutes certification that Contractor and its principal employees are presently in compliance with and will continue to comply with Executive Orders Numbers 12549 and 12689.
- c. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, as amended).** If the Agreement is for an award of \$100,000 or more, Contractor shall file the required certification. Contractor will comply with the following: Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.
- d. **Rights to Inventions.** Except to the extent the Agreement provides for greater rights to the C4HCO or the federal government, the Agreement is hereby amended by inclusion of the provisions of 37 CFR 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.
- e. **Clean Air Act and Federal Water Pollution Control Act.** If the Agreement involves an amount in excess of \$100,000, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

20. Insurance. Contractor agrees to maintain at all times during the Term of this Agreement commercially reasonable insurance coverages of the type, nature and limits as may be reasonably expected in Contractor's industry. C4CHO reserves the right to request at any time during the Term of this Agreement evidence of such coverages from Contractor. In the event C4HCO determines in its sole discretion that Contractor's insurance coverages are inadequate, C4HCO may terminate this Agreement and any underlying SOW upon three (3) days' notice to Contractor.

21. Miscellaneous Terms.

- a. **Negotiated Terms.** The provisions of this Agreement are the result of negotiations between the Parties.

This Agreement is being signed after each Party has had the opportunity to consult with legal counsel. Contractor has read and carefully considered the terms of this Agreement and agrees that the terms of this Agreement are fair and reasonable. This Agreement will not be construed in favor of or against any Party by reason of the extent to which any party participated in the preparation of this Agreement.

- b. Assignment.** Contractor will not assign or transfer this Agreement or delegate any of Contractor's obligations hereunder without the prior consent of C4HCO and any purported assignment, transfer or delegation without such consent is void, of no effect and a breach of this Agreement. If Contractor is a legal entity, a change in ownership of more than fifty percent (50%) of the voting equity of Contractor, or a change in the right to control or direct the management of Contractor is an assignment hereunder. This Agreement is binding on the Parties hereto and their respective successors and permitted assigns.
- c. Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together will constitute one agreement between the Parties.
- d. Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision unless, as a result, the rights of either Party are materially diminished or the obligations and burdens of either Party are materially increased so as to be unjust or inequitable.
- e. Entire Agreement.** This Agreement represents the entire agreement between the Parties regarding the provision by Contractor of services to C4HCO, and supersedes and terminates any prior communications, representations, understandings or agreements between the parties relating to such subject matter. No amendment to, or change, or discharge of, any provision of this Agreement will be valid unless in writing and signed by an authorized representative of the Party against which such amendment, change, or discharge is sought to be enforced. No delay or omission by either Party to exercise any right or power it has under this Agreement will impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
- f. Discretion and Notices.** Any decision, consent, approval or other action that may be taken by C4HCO hereunder is left to the sole discretion of C4HCO to determine whether and to what extent it will do so, except to the extent C4HCO is specifically required to take or refrain from acting under the express terms of this Agreement. All notices, requests, approvals, and consents and other communications required or permitted under this Agreement will be in writing, sent to the other Party at the following address by certified or registered mail, return receipt requested, or Express Mail, Federal Express, or other, similar overnight mail delivery services, or delivered by hand or transmitted electronically. Notice will be effective on the date of receipt. Either Party may change its address for notification purposes by giving the other Party notice of the new address.

C4HCO: Alan J. Schmitz, General Counsel

Connect for Health Colorado

4600 South Ulster Street

Suite 300

Denver, CO 80237

Contractor: [INSERT CONTACT]

- g. Disputes.** This Agreement will be construed in accordance with and be governed by the laws of the State of Colorado applied to contracts entered into and to be performed in Colorado and excluding choice or conflict of law principles. Any dispute arising under or relating to this Agreement will be resolved by binding arbitration under the rules of American Arbitration Association concerning commercial matters then in effect. So long as Contractor receives payment of amounts invoiced by it hereunder that are not disputed in good faith by C4HCO, except as otherwise agreed by C4HCO, Contractor will continue performing all of its obligations hereunder notwithstanding any dispute between the Parties.
- h. Further Actions and Documents.** Without additional consideration, Contractor will take such further actions and execute such further documents as C4HCO deems necessary or appropriate in connection with Contractor’s performance hereunder.
- i. Timeliness.** Time is of the essence of Contractor’s obligations under this Agreement.

The Parties represent that the undersigned individuals are fully authorized to execute this Agreement with the capacity to bind their respective organization to the provisions set out above as of the defined Effective Date.

CONNECT FOR HEALTH COLORADO

[CONTRACTOR]

Kevin Patterson, CEO

[name & title]