

WESTERN ARIZONA COUNCIL OF GOVERNMENTS

Request for Proposal for Broker / Consulting Services

This Request for Proposal (“RFP”) is not a competitive bid based on price only. WACOG shall select the benefit broker that best meets the needs of WACOG.

1235 S. Redondo Center Drive, Yuma, AZ 85365

Tracy Felts, Human Resources Director

9/28/2021

**This RFP shall be open
Tuesday September 28, 2021 and close on
Tuesday November 2, 2021 at 4:00 PM Arizona time**

SECTION 1 SUMMARY OF REQUEST and INSTRUCTIONS

Western Arizona Council of Governments (“WACOG”) is soliciting proposals from insurance brokers/consultants qualified to perform, and that are interested in providing, the services related to the design, implementation, maintenance and improvement of WACOG’s employee benefits insurance programs (listed in Section 3, page 2) with the intent to transition to partially self-funded insurances. WACOG anticipates to enter into an annual contract (beginning 7/1/2022 – 6/30/2023) with the option to renew for a period up to five (5) years. WACOG is seeking a full-service broker/consultant who can provide a variety of benefit consulting services, including customer and administrative support, to meet the needs of WACOG. WACOG is most interested in firms that have prior experience with grant-funded entities, partially self-funded health plans, and an understanding of and direct experience with healthcare delivery in rural Arizona.

Questions pertaining to the specifications of this Request for Proposal should be directed to Tracy Felts at tracyf@wacog.com and will be accepted until October 20, 2021. It is the responsibility of the prospective broker/consultant to contact Tracy Felts at (928)217-7142 to verify receipt of questions. The questions and answers will be posted on WACOG’s website as they are addressed through October 29, 2021.

A copy of the Request for Proposal may be obtained on the WACOG website at <https://www.wacog.com/news-events/>

Proposers responding to this RFP must submit their proposals as outlined in this solicitation and shall include the executed disclosure statement and the completed fee schedule.

WACOG is requesting sealed proposals for Employee Benefits Insurance Brokerage/Consulting Services be mailed. Sealed proposals must be received no later than 4:00pm on Tuesday, November 2, 2021.

The envelope containing one (1) original and four (5) paper copies of the RFP proposal must be sealed and clearly marked in large letters “**PROPOSAL FOR BROKER/CONSULTANT SERVICES**”

Proposals should be mailed and addressed to the following address, and proposals will be reviewed at:

WACOG-HR (RFP Response)
ATTN: Tracy Felts
1235 S. Redondo Center Drive
Yuma, AZ 85365

SECTION 2 BACKGROUND

Founded in 1971, WACOG is a governmental non-profit that is dedicated to serving low-income households and vulnerable populations in Arizona’s La Paz, Mohave and Yuma Counties. As the designated Community Action Agency, Head Start provider, and Area Agency on Aging for Western Arizona, WACOG provides a comprehensive array of services that support people and communities in achieving self-sufficiency. WACOG strives to alleviate the symptoms and eradicate the causes of poverty by identifying community needs, mobilizing resources, coordinating services, administering programs, and providing systematic advocacy. WACOG has a Board of Directors comprised of sixteen (16) elected

officials throughout the three counties, and this Board appoints an Executive Director to lead the organization. Currently there are two hundred fifty-four (254) benefit-eligible employees.

SECTION 3 SUMMARY OF BENEFITS – KNOWN PARAMETERS

List of Benefits provided:

BENEFIT	DESCRIPTION
Group Medical Plans	Blue Cross/Blue Shield PPO plans-two options Blue Cross/Blue Shield HDHP with HSA (HSA services provided through BASIC CDA Bank), WACOG/Employee shared premiums
Group Dental Plan	Delta Dental plan, WACOG/Employee shared premiums
Group Vision Plan	Ameritas plan (VSP network), Employee pays premiums
Group Life Insurance & AD&D	Unum, WACOG pays premium for full-time employees, coverage is annual salary rounded up to nearest thousand to a maximum of \$100,000 (or maximum of \$150,000 for directors)
Voluntary Life Insurance	Unum, Employee pays premium Provides employee guaranteed amounts of coverages of \$150,000, spouse \$25,000 and child \$10,000
Employee Assistance Program	MHN, Currently paid by broker
Flexible Spending Accounts	Basic, Medical plan only (FSA, LPFSA)
COBRA	Unum

Number of Participants:

BENEFIT	ENROLLMENT NUMBERS	
Medical	137 employees	200 total people
Health Savings Account	23 employees	
Dental	184 employees	296 total people
Vision	139 employees	240 total people
Flexible Spending Accounts	49 employees	
Life Insurance	254 employees	
Voluntary Life Insurance	86 employees	219 total people

Plan Year:

BENEFIT	RENEWAL DATE
Medical	July 1
Dental	July 1
Vision	July 1
Life Insurance, AD&D, Vol. Life, Disability	July 1

SECTION 4 SCOPE OF WORK/SERVICE EXPECTATIONS

1. Assist in the full and compliant transition to partially self-funded insurance for WACOG within the established and agreed upon timeframe.

2. Negotiate favorable costs and high-quality services with vendors; place, or provide for the placement of, all policies of insurance and/or reinsurance requested or required for employee benefits offered or provided by WACOG including, without limitation, conventionally insured and/or partially self-funded insured Medical, Medical/RX Stop-Loss (Specific and Aggregate), Dental, Vision, Group and Voluntary Life and Accidental Death and Dismemberment (AD&D), and such other employee benefits which WACOG may from time to time direct.
3. Provide day-to-day oversight of Plan service providers and prepare or assist in preparation of periodic assessments of performance by such service providers. Assist with adjudication of specific claims. Provide comprehensive, objective review of received and processed claims to determine whether the claims are adjudicated according to contractual performance standards, appropriate benefits, and industry standards. Provide liaison services between program and other benefits contractors, including coordination of reporting and assistance resolving claims.
4. Develop or provide for the development of Requests for Proposals (RFP's), bids, and similar instruments related to WACOG conventionally insured and/or partially or fully self-funded employee benefits, distribute same, analyze, price-out responses, represent WACOG in negotiating contract terms and pricing, and make recommendations for award by WACOG for services including:
 - a. Insurance and/or reinsurance placements
 - b. Professional services for:
 - i. Actuary
 - ii. Auditor
 - iii. Attorney
 - iv. Claims Administration
 - v. Preferred Provider Organization (PPO)
 - vi. Utilization Review, Large Case Management, Pre-authorization and similar services (collective, "UR)
 - vii. Employee Assistance Programs (EAP)
 - viii. Health promotion programs (Wellness)
 - ix. Section 125 plan and other plan documents required by law
 - x. Benefits Enrollment Portal
 - xi. Employee Satisfaction Survey
5. Collaborate with legal counsel, third-party claims administrator, and/or such other individuals or organizations as may be retained or otherwise available or involved in order to review claims appeals and provide advice and recommendations for resolution of same.
6. Provide verbal and written advice and respond to questions posed relative to operational and management issues affecting the Plan; review WACOG trends for the applicable plans, and identify appropriate and cost-effective strategies to reduce health and benefit claim costs.
7. If needed, draft and help finalize versions of a WACOG Trust document and any amendments thereto.
8. Develop an annual budget and/or cost estimates for the various employee benefits programs provided for herein.
9. Draft an annual Plan of Risk Management and any amendments thereto for use by WACOG in better understanding and planning for its employee benefits needs.
10. Attend regular and special meetings of WACOG's management and/or governing body.
11. Provide verbal and written advice and respond to questions posed by WACOG relative to employee benefit operational and management issues.

12. Provide financial reports relative to the performance of WACOG employee benefits programs, subject to availability of premium and claims information.
13. Develop informational materials for employees and attend open enrollment sessions as requested.
14. Perform such other related duties as may be agreed by ECA and WACOG.
15. Maintain confidentiality of WACOG's health claims, records, and related data which cannot be sold, shared, or otherwise disclosed to other companies or individuals without written permission from WACOG.
16. Provide full disclosure of all fees, commissions, bonuses, overrides, and compensation received from each health and benefit plan annually and at the start or change of any existing plan.
17. Establish and execute meeting benchmarks for project design and implementation

SECTION 5 RFP PROCESS

Schedule of the Process

- | | |
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| 1. Public notice | September 27, 2021 and October 3, 2021 |
| 2. Deadline to submit questions or requests for information | October 20, 2021 |
| 3. Answers to questions submitted will be posted on WACOG's website | thru October 29, 2021 |
| 4. Proposal submission deadline
(Complete proposals must be received no later than 4:00pm) | November 2, 2021 |
| 5. Public review of proposals | 8:30 AM on November 3, 2021 |
| 6. Negotiations (if deemed necessary) | Week of November 8, 2021 |
| 7. Final selection | No later than November 30, 2021 |
| 8. Open enrollment | Anticipated May 2, 2022 – May 20, 2022 |

The request for proposal is not a competitive bid based on price only. The competitive proposal method of procurement will be used. The committee will determine which consultant firm is best suited to meet the needs of WACOG based on the criteria listed within this document. WACOG is committed to selecting the consultant providing the best value, by displaying a high level of responsiveness and responsibility that WACOG determines best meets its needs. There will be no extensions in the opening dates granted on an individual basis

All brokers/consultants agree that their proposals are a firm offer to provide the requested services to WACOG. Once submitted, all offers must remain valid for one hundred eighty (180) days from submission deadline date for proposals.

SECTION 6 SUBMITTAL CONTENTS WITH EVALUATION CRITERIA

The following criteria will be used to evaluate submitted proposals. Please note that the factors within each of the criterion are weighted differently; therefore, you should ensure that each factor is addressed appropriately. The selection criteria for this competition are as follows:

Implementation and Management Plan (Maximum of 35 points)

(25 pts) An adequate management plan to transition to partially self-funded insurance that include timelines, estimated budget, and list of features/products needed for smooth and full implementation. Clearly defined responsibilities, milestones, and time commitments of the HR and Finance Departments as well as other key personnel at WACOG should be included in order to meet objectives.

(10 pts) Demonstrated experience of your firm as it relates to WACOG's needs and key personnel assigned to perform services for WACOG – WACOG is most interested in firms that have prior experience with grant-funded entities, partially self-funded health plans, and healthcare delivery in rural Arizona.

Quality of Design (Maximum of 15 points)

The extent to which the design of the partially self-funded insurance is appropriate to, and will successfully address, the needs of WACOG and its participating employees. The design of the proposed services show a thorough, high-quality review of factors specific to WACOG.

Quality of Services and Evaluation (Maximum of 25 points)

The stated ability to perform Scope of Work and the extent to which the management of the proposed services consider quality, compliance, communication, and sustainability. Services are delineated as either short-term for implementation, long-term management, or both. Quality Improvement (QI) measures are stated with evaluating criteria that is evidence-based.

Significance (Maximum of 20 points)

(10 pts) The extent to which the design and management of the proposed services will result in improved quality of care for employees and cost-saving measures for employees and WACOG

(10 pts) The firm's ability and commitment to meeting time deadlines, determined by the proposal to transition our account through open enrollment in May 2022 to the start of the plan year 7/1/2022 and beyond

Affirmative Considerations (Maximum of 5 points)

In accordance with 2 CFR Part 200.321 and 45 CFR Part 75.330, WACOG encourages proposal responses from small business, minority- and/or veteran-owned firms¹, women's business enterprises², and labor surplus area firms³. The applicant's response describing the extent to which the applicant's organization falls within the aforementioned designations and the applicant's intent to engage the aforementioned entities during its contracted work with WACOG will influence the score in this evaluation criteria.

SECTION 7 PROPOSAL FORMAT

To assist WACOG in properly evaluating each proposal based on the criteria above, at a minimum the following must be included:

¹ Defined as ownership share of at least 51% minority or veteran owned.

² Defined as ownership share of at least 51% women owned.

³ A Labor Surplus Area (LSA) is a civil jurisdiction that has a civilian average annual unemployment rate during the previous two calendar years of 20 percent or more above the average annual civilian unemployment rate for all states during the same 24-month reference period. A list of labor surplus areas can be found at this link. www.doleta.gov/programs/lssa.cfm

1. Provide the name and home office address of your organization and a brief history of your business.
2. State firm size and ownership share of minority, women, and veterans and actions to engage such groups.
3. Identify the key personnel of the business who will be assigned to perform the services for WACOG and why they were selected.
4. Confirm that you are a licensed consultant or broker in Arizona and provide documentation. Also provide proof that your company carries Errors and Omissions insurance coverage.
5. Detail your ability to perform all aspects of the Scope of Work. Share additional services your firm will provide and whether or not it is included in the stated cost. See attached Fee Schedule.
6. Describe the leading and future issues for rural Arizona that will impact organizations like WACOG.
7. Provide a list of top health and benefit plan providers and/or insurance companies that your firm deals with in each of the following: medical, dental, vision, life insurance, health flexible spending accounts (FSA)/health savings accounts (HSA), and COBRA administration.
8. Propose how you will transition our account into your firm's business with the aim to partial self-funded.
9. Detail how regulatory, initiative, and legislative developments will be communicated to WACOG.
10. Share three (3) primary reasons why a WACOG employee may have difficulty using timely and cost-effective medical care. What strategies do you suggest to achieve timely and cost-effective medical care?
11. It is WACOG's intent that the broker's sole source of compensation be the derived from WACOG. Provide (if any) specific costs per services, options, fee payment schedule and cost guarantees, if available. Include an hourly rate for services performed beyond the normal scope of services, if any, that would be included in an agreement. See attached Fee Schedule.
12. Describe any and all pending litigation involving your organization and the resolution of any and all litigation during the past five (5) years.

SECTION 8 TERMS AND CONDITIONS

When preparing a proposal for submission to WACOG in response to the RFP, consultants should be aware of the following standard terms and conditions of an awarded contract:

1. WACOG reserves the right to: reject any and all proposals, to consider alternatives, to waive or decline to waive any informalities and irregularities, to abandon the RFP process at any time, to extend the deadline for the receipt of proposals, negotiate with one or more proposers desired modifications of changes in the proposed work, and to re-solicit proposals.
2. WACOG reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as it deems necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
3. All proposals submitted must be valid for a period of one hundred eighty (180) days after the date of the proposal submission.
4. WACOG reserves the right to select the most responsive and responsible proposal that it determines best meets WACOG's needs and desires.
5. WACOG makes no commitments to any consultants until such time as WACOG approves the negotiated agreement.

6. WACOG assumes no responsibility for payment of any expenses incurred by any consultant as part of the RFP process.
7. Because the agreement which will be entered into between WACOG and successful consultant may be a multi-year agreement, it will contain a standard provision making WACOG's financial obligations under the agreement subject to annual appropriation by WACOG. If funds are not appropriated for any fiscal year, WACOG will have the right to terminate the agreement without penalty; however, the agreement will obligate WACOG to pay for all services rendered by the successful consultant up to the time of termination.
8. The agreement to be entered into between WACOG and the successful consultant will obligate the successful consultant to maintain the following insurance coverage's throughout the term of the contract: (a) worker's compensation insurance to cover obligations imposed by the applicable laws for any employee of the consultant engaged in the performance of work under this agreement; errors and omissions insurance not less than One Million Dollars (\$1,000,000.00) and (b) comprehensive general liability insurance with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million (\$2,000,000.00) aggregate.
9. The final form of agreement to be entered into between WACOG and the successful consultant may be subject to the final review and approval of WACOG Attorney and Board of Directors.
10. WACOG shall perform procedures to validate the legitimacy of new contractors that will be paid one-time or cumulative payments in excess of \$25,000. This will include a limited public records search and contact to validate its existence. A completed Form W-9 must be on file at WACOG in order to receive payment.
11. WACOG shall not be liable for any costs incurred by the proposer in the preparation, production, or delivery of the proposal, contract negotiations, or for any work performed prior to the effective date of a contract.
12. All proposals submitted shall become the property of WACOG and shall be held, controlled, manipulated, and retained by WACOG in accordance with WACOG's policies and records retention schedule and applicable law.

SECTION 9 LIMITATIONS

Notwithstanding any other provision of the RFP, WACOG expressly reserves the right to:

1. Waive any immaterial defect or informality; or
2. Reject any or all proposals, or portions thereof without explanation or justification; or
3. Reissue this Request for Proposal or parts thereof,
4. Select for contract negotiations submission that in WACOG's sole judgment appear to most likely meet the needs of the organization,
5. Negotiate any terms of the submission prior to the contract award.

WACOG makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, or timely. The furnishing of such information by WACOG shall not create, nor be deemed to create any obligation or liability upon it for any reason whatsoever, and each firm by expressing its interest and submitting its proposal expressly agrees that it has not relied upon foregoing information and that it shall not hold WACOG liable or responsible therefore in any manner whatsoever.

FEE SCHEDULE

WACOG is asking each firm to propose a pricing option for annual services and a separate breakout of any services that are offered outside of those contained in the annual services proposal. It is expected that the firm will provide all of the basic services described in the Scope of Work. The proposed fees must include all costs (i.e., miscellaneous administrative, travel, etc.).

Annual Fee for the basic services, per the Scope of Work

Timeline	Annual Fee
July 1, 2022 – June 30, 2023	\$
July 1, 2023 – June 30, 2024	\$
July 1, 2024 – June 30, 2025	\$
July 1, 2025 – June 30, 2026	\$
July 1, 2026 – June 30, 2027	\$

List of all fees, revenue, commissions, compensation, overrides, incentives, rebates, percentage of savings, and similar arrangements that may otherwise be expected to be realized by the responding firm.

Fee, Revenue, Commission, Compensation, Overrides, Incentives, Rebates, Percentage of Savings, and similar arrangements	Estimated Annual Revenue or Annual Percentage Taken
	\$
	\$
	\$
	\$
	\$

List any services that are billed on a per use basis or services not included in the annual fee for the basic services, per the Scope of Work. Services should be listed by item and include the cost of each service.

Cost of Additional / Extraordinary Services	Fee
	\$
	\$
	\$
	\$
	\$

DISCLOSURE STATEMENT

As a condition for consideration, vendor must disclose any conflict of interest with WACOG, including, but not limited to, any relationship with any WACOG Executive Board member or employee. Your response must disclose if a known relationship exists between any principal of your firm and any WACOG employee or Executive Board member. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose a conflict may result in disqualification. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIP EXISTS

RELATIONSHIP EXISTS (Please explain the relationship)

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true as of the date; and
2. My organization shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment.

Print Name

Title

Signature

ADDENDUM –Contract Provisions, as applicable

(2 CFR Part 200 Appendix II [45 CFR Part 75 Appendix II] and other regulation, as indicated)

WACOG includes all of the following provisions, as applicable, in all contracts charged to federal awards, at the amounts indicated and as determined by the regulation or WACOG, with contractors and subgrants to grantees:

1. **Contracts** for more than the simplified acquisition threshold currently set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. **All contracts in excess of \$10,000** must address termination for cause and for convenience by WACOG including the manner by which it will be effected and the basis for settlement.⁴
3. **Equal Employment Opportunity:** All contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment,” “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.”
4. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)** When required by Federal program legislation, all construction contracts of more than \$2,000 awarded by WACOG and its subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”).
5. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
6. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by WACOG in excess of \$100,000 that involve the employment of mechanics or laborers must include provisions concerning overtime pay and working conditions in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5).
7. **Rights to Inventions Made Under a Contract or Agreement:** If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit Organization regarding the substitution of parties, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the award agency.
8. **Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal entity to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations will be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. **Debarment and Suspension (E.O.s 12549 and 12689):** A contract award must not be made to the parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with

⁴ “Termination for convenience” is the exercise of a subgrantee’s right to completely or partially terminate the contractor’s performance of work under a contract when it is in the subgrantee’s interest. “Termination for cause” (or “default”) is the exercise of a party’s right to completely or partially terminate a contract because of the other party’s actual or anticipated failure to perform its contractual obligations.

E.O.'s 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.⁵

10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification 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.
11. **Domestic preferences for procurement (2 CFR 200.322):** Non-Federal entities should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). ***The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.***
"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber
12. **Bonding Requirements:** Contracts or subcontracts for construction or facility improvement exceeding the simplified acquisition threshold set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1, the pass-through entity may accept the bonding policy and requirements of the non-federal entity, provided the interests of the federal and state funding agency is protected. Minimum bonding requirements will include the following: (2 CFR Part 200.325) [45 CFR Part 75.334].
13. **Right to Audit Clause.**
14. **Workers' Compensation.**
15. **Nondiscrimination Policy.**

WACOG requires a "Right to Audit" clause in all contracts between the Organization and contractors that either:

- Take any form of temporary possession of assets directed for the Organization, or
- Process data that will be used in any financial function of the Organization.

This Right to Audit clause will permit access to, and review of, all documentation and processes relating to the contractor's operations that apply to WACOG, as well as all documents maintained or processed on behalf of WACOG, for a period of three years. The clause will state that such audit procedures may be performed by WACOG employees or any outside auditor or contractor designated by the Organization.

⁵ A list of excluded parties can be found at www.sam.gov. Note that some federal grants require evidence that a search for debarment or suspension status was completed for every purchase.