

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption DC Health Benefit Exchange Contact Center			Page of Pages 1	
2. Contract Number	3. Solicitation Number DCHBX-13-0001		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 04/15/2013	
					6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: District of Columbia Health Benefit Exchange Authority (DCHBX) 441 4 <sup>th</sup> Street NW Suite 870N Washington, DC 20001				8. Address Offer to: District of Columbia Health Benefit Exchange Authority (DCHBX) 441 4 <sup>th</sup> Street NW Suite 870N Washington, DC 20001		
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"						
<b>SOLICITATION</b>						
9. Offers must be received in the E-Sourcing system prior to the event closing date and time.						
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.						
10. For Information Contact	A. Name Sara Cormeny		B. Telephone (Area Code) 202 (Number) 715-7576 (Ext)			C. E-mail Address <a href="mailto:Sara.Cormeny@dc.gov">Sara.Cormeny@dc.gov</a>
<b>OFFER</b>						
11. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number	Date	Amendment Number	Date	
12A. Name and Address of Offeror		13. Name and Title of Person Authorized to Sign Offer/Contract				
12B. Telephone (Area Code) (Number) (Ext)		12C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>		14. Signature		18. Offer Date
<b>AWARD (TO BE COMPLETED BY AUTHORITY)</b>						
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print) Mila Kofman		23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
Health Benefit Exchange Authority						

## SOLICITATION SCHEDULE

The below table outlines the Schedule for important Activities and Dates associated with this solicitation. Unless otherwise stated, the deadline for all Scheduled Activities is 4:00 p.m., Eastern Time (ET) on the specified date. If the District finds it necessary to change any of the dates prior to Final Solicitation Responses submission, it will be accomplished through an addendum to this Solicitation. Addendums will be posted on the solicitation website at [dchbx.com](http://dchbx.com). The District reserves the right to change the schedule or not make a selection at all. The Solicitation Schedule is as follows:

Activity	Date
1. Solicitation Release and Posted to Website	4/19/2013
2. Written Questions window OPENS	4/19/2013
3. In-person pre-proposal Conference (Mandatory for all Bidders)	4/25/2013
4. Written Questions window CLOSES	4/29/2013
5. Posting of Answers	5/2/2013
8. Final Solicitation Responses Due from Offerors	5/15/2013

Key Personnel identified in Section C.5.6.8 – Key Personnel for operations may be required to participate in interviews by the Exchange. The questions to be asked of the personnel will include background and relevant experience, together with situational business related questions.

The mandatory in-person pre-proposal conference will take place on Thursday, April 25, 2013, 10 am-12 pm at OCP Main Conference Room, 441 4<sup>th</sup> Street NW, 7<sup>th</sup> Floor South, Washington DC 20001. Any updates to this schedule will be shared at the website [www.dchbx.com](http://www.dchbx.com) as they are available.

The Exchange reserves the right to request one or more than one Best and Final Offer (BAFO) from any or all Proposing Offerors. The request may include:

- Notice that this is the opportunity to submit a Best and Final Offer.
- A cut-off date and time that allows a reasonable opportunity for submission of written Best and Final Offers.
- Notice that, if any modification is submitted, it must be received by the date and time specified by the District.

**SECTION B  
SUPPLIES OR SERVICE AND PRICE/COST**

B.1 The DC Health Benefit Exchange Authority is seeking a contractor design, staff, train customer service representatives, and operate a contact center supporting individuals who are enrolling in and paying for health insurance through the District’s Exchange.

**B.2 PRICE SCHEDULE**

B.2.1 The deliverable based estimate table provided below shall be completed as part of this response. Deliverable details are outlined in Attachment 3 of this Solicitation.

**BASE YEAR (Date of Award through September 30, 2014)**

Contract Line Item No.	Deliverable	Total Price
1001	Development & Implementation	\$
1002	Operations & Management	\$
1003	Special Services – non-MAGI Determination	\$
Total		\$

**OPTION YEAR 1 (October 1, 2014 through September 30, 2015)**

Contract Line Item No.	Deliverable	Total Price
2001	Operations & Management	\$

**OPTION YEAR 2 (October 1, 2015 through September 30, 2016)**

Line Item No.	Deliverable	Total Price
3001	Operations & Management	\$

**OPTION YEAR 3 (October 1, 2016 through September 30, 2017)**

<b>Contract Line Item No.</b>	<b>Deliverable</b>	<b>Total Price</b>
4001	Operations & Management	\$

**B.2 PRICE PROPOSAL**

Provide a detailed price proposal. For the Development & Implementation (D&I) phase of the Contract, Offerors should tie their price breakout to specific milestones that will be listed in the work plan and timeline. If the Offeror is chosen for implementation, the Contract may reference payment for these specific milestones.

For the Operations & Management (O&M) phase of the Contract, Offerors should tie their price breakout to labor and other recurring costs. Offerors may not shift costs or prices between milestones, or shift costs or prices between D&I and O&M.

Provide one copy of the price proposal in a separately sealed envelope clearly marked on the outside "Price Proposal" along with Offeror's name. The Offeror must propose a fixed price contract. As an option, the Offeror may also provide a flexible price contract with a maximum ceiling price that Contractor will not exceed. You must include back-up information and cost information for your price proposal that includes at least the following:

- If applicable, hourly rates for all individuals that Offeror proposes to provide services to the Exchange.
- The number of hours that Offeror expects each individual will work, per month or per milestone, providing services for the Exchange.
- If Offeror's hourly rates do not include expenses, describe how Offeror will charge for expenses and the expected monthly expenses under the Contract.

B.3 An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

## SECTION C STATEMENT OF WORK

### C.1 SCOPE

- C.1.1 The District of Columbia's Health Benefit Exchange Authority (Authority), in coordination with the District of Columbia's Departments of Human Services (DHS) and Health Care Finance (DHCF), is issuing this Request for Proposal (RFP) to solicit proposals from qualified Offerors to provide and implement the District of Columbia Exchange Contact Center (ECC). ECC will be a health and human services contact center, providing the District of Columbia with a robust capability to provide consumers with over the phone and web-based services for Medicaid and private health insurance, and small business (SHOP) health insurance eligibility, enrollment, and related assistance using the new District of Columbia Access System (DCAS).
- C.1.2 The scope of this solicitation is to acquire an Offeror's services to design, staff, train customer service representatives and operate a contact center with functionality to meet the Authority's requirements, including those required by the Affordable Care Act, to inform and assist consumers with their Medicaid and Exchange questions. Offeror will provide call flow development, staffing, and training services defined in this RFP, and to operate the ECC throughout the duration of the contract.
- C.1.3 This solicitation specifically requests establishment and one year of operation of the Exchange Contact Center. Pricing for 3 option years of operation should also be included. ECC operations are expected to commence in the late summer of 2013.
- C.1.4 This Solicitation is requesting competitive proposals from qualified and experienced Offerors that have demonstrated experience, expertise, leadership, and success in designing, staffing, training customer service representatives and operating Contact Centers of similar size and scope as the ECC.
- C.1.5 The Offeror must propose a sufficient team of staff including supervisory staff, that can be deployed at the Authority specified facility at 2100 Martin Luther King Ave, SE (2100MLK) as well as an overflow facility and staff of the offeror's choice to support open enrollment call overflow.
- C.1.6 It is important to note that this Solicitation reflects current knowledge. Federal guidance regarding Health Benefit Exchange (HBX or Exchange) establishment and functionality is still pending. Offerors must be prepared to adapt and respond to changes that arise from federal updates, future regulations, and associated policy decisions on behalf of the Authority.

## C.2 BACKGROUND

### C.2.1 LEGISLATION

C.2.1.1 On March 23, 2010, President Barack Obama signed the Affordable Care Act (ACA) into law, which puts into place comprehensive health insurance reforms that will hold insurance companies more accountable, lower health care costs, guarantee more health care choices, and enhance the quality of health care for all Americans. The law is intended to provide greater access to quality affordable healthcare for all Americans. The ACA creates new competitive health insurance markets—including the establishment of Health Insurance Exchanges—that will provide millions of Americans and small businesses access to affordable coverage. While ACA provides states with significant latitude in how reform is ultimately implemented, it also sets forth expectations around consumer-mediated enrollment processes, systems architecture and security, coordination amongst Medicaid, and other health and human services programs and plans offered through the Exchange.

C.2.1.2 On January 17, 2012, Mayor Vincent C. Gray signed the Health Benefits Exchange Authority Establishment Act of 2011 (the Act). This legislation establishes the Authority defines its governance structure, specifies the Authority's financial structure, and specifies the Authority's duties and powers. Also, under this legislation, the District of Columbia established its own Exchange to be governed by the Authority.

### C.2.2 DISTRICT AGENCIES INVOLVED

C.2.2.1 The **Health Benefit Exchange Authority** (the Authority) was established as a requirement of Section 3 of the Health Benefit Exchange Authority Establishment Act of 2011, effective March 3, 2012 (D.C. Law 19-0094). The mission of the Authority is to implement a health care exchange in the District of Columbia in accordance with the ACA and the Act, thereby ensuring access to quality and affordable health care to all DC residents.

C.2.2.2 The Exchange will be the "one-stop shop" where individuals and small business owners can research and purchase qualified health plans (QHPs). The Exchange is scheduled to begin providing services to consumers on Oct. 1, 2013, when individuals and business owners can begin to enroll in insurance plans offered through the Exchange.

C.2.2.3 For reference, the following table shows the projected program enrollment for health insurance through the Exchange in the District of Columbia:

Program	June 2013	June 2014	June 2015
Medicaid	220,000	223,312	226,675
Individual QHP	N/A	28,000	37,250
SHOP QHP	N/A	9,000	40,500

C.2.2.4 Acknowledging that the Exchange Contact Center is a new function for the Government of the District of Columbia, serving a new program that operates under the new federal ACA law related to health insurance coverage, it is not possible to make a confident projection about contact volume. However, with this caveat, the following table provides an initial projected call volume that the Authority has developed.

Estimated DC Exchange Contact Center Call Volume in First Year – CSR Contacts

	Scenario I – Low Volume	Scenario II – Medium Volume	Scenario III – High Volume
Core Function			
General Assistance	54835	109668	164503
Eligibility	23347	46693	70040
Enrollment	50750	101500	152250
SHOP	2232	4464	6694

C.2.2.5 The **Department of Health Care Finance** (DHCF – formerly the Medical Assistance Administration under the Department of Health), was established on February 27, 2008 under the Department of Health Care Finance Act of 2007. DHCF is the District of Columbia’s Medicaid agency and has legal authority to administer the District of Columbia’s state-wide Medicaid program. It provides health care services to low-income children, adults, the elderly and persons with disabilities. Over 200,000 District of Columbia residents (nearly one third of the total population) receive health care services administered by DHCF.

C.2.2.6 The **Department of Human Services** (DHS), under an agreement with DHCF, is responsible for processing and making eligibility determinations for Medicaid, as well as other health and human services benefit programs. DHS will also conduct eligibility determinations for the Exchange.

C.2.2.7 The **Department of Insurance Securities and Banking** (DISB), is responsible for regulating insurance company activities in the District of Columbia. Part of their regulatory role is to provide services necessary to address complaints and appeals processes for insurance consumers.

C.2.3 PROJECT GOVERNANCE

C.2.3.1 The Authority will oversee the operations of the Exchange Contact Center.

C.2.4 EXCHANGE CONTACT CENTER VISION

C.2.4.1 The vision of Exchange Contact Center (ECC or Contact Center) is to provide high quality customer service through telephone, web, email, postal mail, and fax channels for customer service to Exchange consumers, including individual and Medicaid populations and employees in small businesses. Beginning in 2013, the ECC will facilitate seamless access to health care benefits to all residents of the District of Columbia, regardless of income. In future years, as the software system and web services provided by DCAS become more integrated, our vision is that the ECC will increase its consumer support to encompass many related human services provided to District of Columbia residents.

C.2.4.2 The Authority will procure an Offeror to design, staff, train consumer service representatives and operate the ECC with business requirements and service principles that are compliant with the ACA and other federal and District of Columbia requirements.

C.2.4.3 The objectives of the ECC include:

- Offering District of Columbia residents multiple channels of communication to access health benefits;
- Assisting and resolving issues related to applications and eligibility determination for the Exchange and Medicaid;
- Accepting telephone applications for MAGI-based Medicaid;
- Enrolling individuals into qualified health plans (QHPs) and resolving issues related to the enrollment of individuals;
- Referring individuals enrolling in QHPs for all financial transaction related issues;
- Informing and educating consumers about the Exchange;
- Addressing complaints;
- Taking requests for eligibility appeals and transmitting them to the Office of Administrative Hearings and the DHS Office of Administrative Review and Appeals;
- Taking requests for individual insurance appeals and transmitting them to the Office of Health Care Ombudsman and Bill of Rights and DISB;
- Providing information and addressing inquiries regarding the SHOP Exchange, including assistance to small employers (2-50);
- Supporting applicants with technical issues associated with the DC Access System (DCAS) web portal;



- Integrating both current and new consumer contact center operational and technical infrastructures; and
- Performing customer service quality surveys and meeting high customer satisfaction ranking.

### **C.3 DEFINITIONS**

C.3.1 **2100MLK** 2100 Martin Luther King Ave, SE, Washington, DC 20020, is the address of the primary ECC facility. This facility is provided by the Government of the District of Columbia with space for up to 45 vendor-provided ECC Staff.

C.3.2 **Automated Client Eligibility Determination System (ACEDS)** is the U.S. Department of Health and Human Service program information technology system used for determining eligibility.

C.3.3 **Affordable Care Act (ACA)** is the comprehensive health care reform law enacted in March 2010. The law was enacted in two parts: The Patient Protection and Affordable Care Act was signed into law on March 23, 2010 (Public Law 111-148) and was amended by the Health Care and Education Reconciliation Act on March 30, 2010 (Public Law 111-152). The name “Affordable Care Act” is used to refer to the final, amended version of both laws. These laws include provisions for the establishment of state-based Health Insurance Exchanges.

C.3.4 **Advanced Premium Tax Credit & Cost-Sharing Reduction.(APTC & CSR)** Enrollees in health plans may be eligible for these forms of cost reduction when purchasing insurance through the Exchange, based on the income determination performed while applying for health insurance.

C.3.5 **Assistors** are individuals who provide services to the public by assisting with the eligibility determination and/or enrollment into QHPs, on a non-commission basis. Assistor compensation and the oversight of the Assistor program is provided through an ACA-designated grant program.

C.3.6 **Benefits** are the health care items or services covered under a health insurance plan. Covered benefits and excluded services are defined in the health insurance plan's coverage documents. In Medicaid or the Children’s Health Insurance Program (CHIP), covered benefits and excluded services are defined in state program rules.

C.3.7 **Brokers** are individuals and businesses who are licensed to sell health insurance to residents and small businesses in the District of Columbia.

C.3.8 **Center of Consumer Information and Insurance Oversight (CCIIO)** is the office within the U.S. Department of Health and Human Services dedicated to helping the Department implement many of the provisions of

the ACA that address private health insurance including ensuring compliance with the new insurance market rules, such as the prohibition on rescissions and on pre-existing condition exclusions for children that take effect this year. CCIIO will oversee the new medical loss ratio rules and will assist states in reviewing insurance rates. It will provide guidance and oversight for the state-based insurance exchanges. It will also administer the temporary high-risk pool program and the early retiree reinsurance program, and compile and maintain data for an internet portal providing information on insurance options.

- C.3.9 **Centers for Medicare & Medicaid Services (CMS)** is a federal agency within the U.S. Department of Health and Human Services (DHHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid, SCHIP, and health insurance portability standards. In addition to these programs, CMS has other responsibilities, including the administrative simplification standards from the Health Insurance Portability and Accountability Act of 1996 (HIPAA), quality standards in long-term care facilities through its survey and certification process, and clinical laboratory quality standards under the Clinical Laboratory Improvement Amendments.
- C.3.10 **Children's Health Insurance Program (CHIP)** The Children's Health Insurance Program is jointly financed by the federal and state governments and is administered by the States. Within broad federal guidelines, each State determines the design of its program, eligibility groups, benefit packages, payment levels for coverage, and administrative and operating procedures. CHIP provides a capped amount of funds to States on a matching basis. Federal payments under title XXI to States are based on State expenditures under approved plans effective on or after October 1, 1997.
- C.3.11 **CSRs** are Customer Service Representatives in the ECC.
- C.3.12 **Department of Health Care Finance (DHCF)** is the District of Columbia agency responsible for administering publicly-financed medical assistance benefits, including Medicaid services under Title XIX, the Children's Health Insurance Program, the Immigrant Children's Health Program, and the DC HealthCare Alliance.
- C.3.13 **Department of Human Services (DHS)** is the District of Columbia agency responsible for eligibility determination for a number of public benefit programs, including Medicaid, the DC Healthcare Alliance, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Child Care Subsidy, Burial Assistance, Emergency Rental Assistance, Interim Disability Assistance, Refugee Cash Assistance, Homeless Services, Adult Protective Services,

Teen Parenting Program, Strong Families, and other programs focused on case management.

- C.3.14 **Department of Insurance, Securities and Banking (DISB)** is the District of Columbia agency responsible for regulating financial-service businesses in the District of Columbia by administering DC's insurance, securities and banking laws, rules and regulations.
- C.3.15 **District of Columbia Access System (DCAS)** is the information technology (IT) component of the Exchange. DCAS will provide all the HBX integrated systems services including the web site on which people shop for insurance.
- C.3.16 **DC-NET** provides managed voice, data, and video wire-based and wireless services to all government constituents city-wide over a secure, highly redundant, and high capacity fiber optic telecommunications platform. This standards-based platform lays the foundation for all government and public safety communications throughout the District and will provide the ACD, IVR and other technology services for the ECC. DC-Net is a program managed by the Office of the Chief Technology Officer (OCTO).
- C.3.17 **Medicaid** is a state-administered health insurance program for low-income families and children, pregnant women, the elderly, people with disabilities, and in some states, other adults. The federal government provides a portion of the funding for Medicaid and sets guidelines for the program. States also have choices in how they design their program, so Medicaid varies state by state and may have a different name in other state.
- C.3.18 **Office of Chief Technology Officer (OCTO)** - refers to the District central information technology agency that defines policies, maintains all District private wide area network and telecommunication as well as data centers
- C.3.19 **Office of Health Care Ombudsman and Bill of Rights (Ombudsman)** - The Health Care Ombudsman Program was established by the Council of the District of Columbia to provide assistance to uninsured consumers regarding matters pertaining to their health care coverage. The mission of the Ombudsman is to ensure the safety and well-being of District of Columbia consumers through advocacy, education and community outreach.
- C.3.20 **Qualified Health Plan (QHP)** Under the Affordable Care Act, starting in 2014, an insurance plan that is certified by an Exchange, provides essential health benefits, follows established limits on cost-sharing (like deductibles, copayments, and out-of-pocket maximum amounts), and

meets other requirements. A qualified health plan will have a certification by each Exchange in which it is sold.

C.3.21 **SHOP** refers to the Small Business Health Options Program. Under the ACA, small business owners will be able to shop for health insurance plans to offer to their employees, through the Exchange. Employees whose employers have selected SHOP plans, will be able to perform enrollment through the Exchange. In the District, small employers will be required to purchase insurance through the Exchange.

C.3.22 **U.S. Department of Health and Human Services (HHS)** is the United States federal department that administers all federal programs dealing with health and welfare, including Medicaid and Health Insurance Exchanges.

## **C.4 TECHNICAL REQUIREMENTS**

### ***C.4.1 Technical Overview***

C.4.1.1 The Authority in conjunction with other city government entities are currently building the application portal known as DC Access System (DCAS). DCAS is the information technology (IT) component of the Exchange and also serves as the eligibility portal for the District of Columbia Medicaid program. It is a new, integrated, MITA compliant, web-based computer system that will enable ACA compliance and improve access and administration for health and human services programs.

C.4.1.2 In addition to the telephony systems and CRM, this application portal will be used heavily by the Vendor's customer service representatives (CSR) and should be considered as part of the core technology solution.

### ***C.4.2 District Provided Technologies***

C.4.2.1 The primary physical facility of the call center and the relevant end-to-end call center technology will be provided by the District of Columbia. The facility and the core voice technology stack will be supported and maintained by the District of Columbia. The voice technology stack, voice network, and data networks are supplied and supported by the Office of Chief Technology Officer (OCTO) DC-Net team. Typical contact center technologies that will be in place include but not limited to –

- Automated Call Distribution (ACD)
- Interactive Voice Response (IVR)
- Call Recording

- Call back assist
- Workforce Management Systems
- Network connectivity with appropriately planned scalable bandwidth capacity
- Co-Viewing capability
- Fax
- Email
- Customer Relationship Manager (CRM)
- TTY/TDD

C.4.2.2 Please refer to Attachment 1, OCTO DC-Net Call Center Infrastructure, for details.

**C.4.3 *Vendor Provided Technologies***

C.4.3.1 The Vendor’s operations shall include one facility (physical structures) which shall provide overflow call center services. The term “overflow facility” refers to this structure.

C.4.3.2 The selected vendor shall provide an overflow call-center facility and contact center technologies to accommodate overflow call processing. The Vendor shall provide appropriate technology tools to perform core customer service functionalities from the secondary overflow facility. Typical tools might include but are not limited to

- ACD
- IVR
- Workforce Management Systems
- Call back assist
- CRM
- Network connectivity with appropriately planned scalable bandwidth capacity
- Live Web Chat
- Co-Viewing capability
- Fax
- Email
- TTY/TDD
- Auto-dialing customer satisfaction inquiries, etc.

C.4.3.3 All implementation and operational costs associated with provided technologies shall be considered in the Vendor's pricing model.

C.4.3.4 The Vendor shall be able to address the following integration work elements.

**C.4.4 *Voice Telephony Systems***

C.4.4.1 The Vendor shall be able to seamlessly integrate/interface with DC-Net wide area network, DC-Net contact center technology infrastructure and appropriate application web portals provided by the district to support the contact center operation. Currently, OCTO/DC-Net has the capability to interface with external entities via its voice technology network. Furthermore, for call transfers from/to multiple inter-agencies and other call feature functionalities the vendor shall utilize the DC-Net voice technology.

**C.4.5 *Exchange Software Integration***

C.4.5.1 The Vendor shall be able to integrate/interface with the Exchange and DCAS portal at some future time period to be determined by the Authority. Integration includes "bridging" of key Vendor-owned and Authority-owned software solutions in order to avoid duplicate data entry, increase CSR productivity, and ultimately reduce operating costs.

**C.4.6 *Communications Capabilities***

C.4.6.1 The Vendor shall be able to facilitate various communication mediums. These include communication capabilities such as VoIP technologies, TTY/TDD; FAX; e-mail; HTML messaging; audio and online chat; US Postal Service and express mail services.

**C.4.7 *Chat Functionality***

C.4.7.1 The DCAS web portal solution does not have embedded chat functionality and feature sets. The vendor shall consider proposing their own chat solution as part of their vendor provided technologies.

**C.4.8 *Data Security***

C.4.8.1 The Vendor will be required to submit, as an attachment, an illustrative data security plan designed for call center operations. These should be from an existing client. The data security plan should cover important requirements such as PCI, HIPAA, MARS-E and multi-factor authentication. Elements of the data security plan should include, but not be limited to:

- Storage and accessibility protocols for hardcopy sensitive information (SI)
- Storage and accessibility protocols for SI stored on computer networks or other electronic media.
- Other records management protocols, including destruction, for SI
- Data use agreement protocols to ensure SI is not violated in the hands of and outside of the call center organization.
- Safeguard policies and mechanisms regarding protection of SI from various types of threats.
- Incident handling, response and reporting in the event of an SI security breach.
- Security training provided to staff

C.4.8.2 The selected Contractor will provide an applicable Data Security Plan to the Authority for approval as noted in the selected Contractor’s Operational Work Plan.

**C.4.9 *Disaster Recovery***

C.4.9.1 A comprehensive disaster recovery plan ensures the availability of mission-critical call center operations in the aftermath of a natural disaster, regional pandemic or human-error-related outage. These include events such as electrical/equipment failures, union strikes, weather events, etc. The Vendor shall be required to submit evidence of an illustrative disaster recovery plan for call center operations. This should be from an existing client.

**C.5 OPERATIONAL REQUIREMENTS**

**C.5.1 *Operational Overview***

C.5.1.1 This section describes the operational requirements for the start-up and operations of the Contact Center, which include the following:

C.5.1.1.1 The ECC shall be available to receive and respond to inquiries from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday-Friday, excluding Federal holidays and District government holidays (“standard hours”). During open enrollment periods (October 1, 2013-March 31, 2014, and in subsequent years October 15-December 7, as defined by the ACA and its related regulations, including 45 C.F.R. § 155.410) the ECC may be open for extended hours for live calls. During standard hours, the 2100MLK facility will be the primary facility in operation.

C.5.1.1.2 The ECC shall comply with all requirements of the ACA and its related regulations.

- C.5.1.1.3 The ECC must be operational and ready to accept and address all contact channels beginning within 50 days of contract award. Contractor shall work to refine and improve the Contact Center thereafter.
- C.5.1.1.4 The ECC shall maintain a highly trained staff of Contact Center Service Representatives (“CSRs”) capable of handling phone, web chat, email, written correspondence, fax, and TDD/TTY contact channel interactions.
- C.5.1.1.5 The ECC shall provide high-quality customer service, focusing on the accuracy of information provided, the completeness of information, overall knowledge of programs and services, adherence to privacy laws, and overall professional customer service.
- C.5.1.1.6 The ECC shall ensure low queue times and rare disruptions in services. The ECC shall maintain effective and efficient operations, such as high CSR occupancy rates, low average handle times (“AHT”), high customer satisfaction, and prompt turnaround times for all contact channels. See Attachment 2 for specific metrics to be tracked.
- C.5.1.1.7 The ECC shall maintain a highly qualified workforce and ensure low CSR turnover rates through best-in-class content, training, and quality assurance programs.
- C.5.1.1.8 The ECC shall support integrated routing of all contact channel inquiries, in conjunction with the DC-Net provided IVR and ACD facilities.
- C.5.1.1.9 At start-up, Contractor shall provide services for all contact channels in English. Contractor shall use real-time telephone interpreters provided by the District on the city’s Language Line, for other languages as required by federal and state law. The primary other languages for the District are Spanish and Amharic. The Contractor shall use the District’s translation contractor for translating written correspondence and materials as appropriate.
- C.5.1.1.10 Contractor must ensure that there are processes in place, which are sensitive to, and capable of, addressing the special needs of callers during the performance of activities required by this contract. Contractor shall address the following special needs populations:
- Hearing Impaired/Speech Impaired
  - Visually Impaired
  - Limited English Proficiency (LEP)
  - Low Literacy
- C.5.1.1.11 Contractor shall maintain communication with Authority-designated personnel and contractors to ensure that the Authority maintains a high level of visibility into all operations.



- C.5.1.1.12 Contractor shall be proactive when notifying the Exchange of any developing situation that may impact operations, service to callers, or any other contractual issue.
- C.5.1.1.13 Contractor shall advise the Authority, in advance whenever possible, of any indication that a potential problem may be developing. In the case of a known impending problem, Contractor shall be forthcoming with the Authority to address the risks and to identify mitigation strategies.
- C.5.1.1.14 Contractor shall determine the appropriate staffing, technical and telephonic systems, and physical location for the overflow Contact Center.
- C.5.1.1.15 Contractor shall use best practices, standards and methodologies to provide individuals with quality service. The Authority recommends that Contractor standards be aligned with a best practice standard such as International Standards Organization (“ISO”) or the Customer Operations Performance Center (“COPC”), or have received ISO and/or COPC 2000 certification.
- C.5.1.2 In their Proposals, Offerors are required to describe their approach to providing best-in-class services and the practices, standards and methodologies that support such services. Offerors are required to describe in detail how they will objectively measure their performance, including how they will ensure compliance with the performance metrics in Attachment 2.

**C.5.2 *Inquiry Types***

C.5.2.1 Contractor shall respond through all contact channels and perform activities related to all aspects of the Exchange and MAGI-based Medicaid as outlined in the ACA and related regulations and guidance of federal agencies, including but in no way limited to the following topics:

- C.5.2.1.1 Individuals:
  - Basic informational requests including general requests for information about Medicaid, low income assistance
  - QHP – benefits and rates
  - Requests for assistance with application
  - APTC & CSR programs
  - MAGI Medicaid eligibility
  - Plan comparisons
  - QHP Enrollment assistance
  - Referrals/transfers for billing inquiries, collections and reconciliation

- Referrals/transfers to issuers about renewals and dis-enrollments
- Referrals/transfers to Medicaid for general inquiries
- Referrals/transfers to Brokers and Assistors
- Appeals information
- Complaints

C.5.2.1.2 Small Businesses/SHOP:

- General questions regarding District of Columbia employer laws
- Questions from small business owners
- Plan options
- Tax credits (non APTC eligible)
- Application processing
- Questions related to company specific information and changes
- Referrals/transfers for billing inquiries, collections and reconciliation
- Manual changes to enrollment and to group enrollment status
- Questions about enrollment, renewals, and dis-enrollments
- Referrals/transfers to Third Party Administrators (TPAs), Brokers and Assistors
- Referrals/transfers to Issuers about welcome packages, coverage, rates, and benefits
- Appeals information
- Complaints
- Assisting dependents of SHOP employees about coverage

C.5.2.1.3 All Public Inquirers

- General information
- Referral to outside agencies
- Technical assistance for using the Exchange website, web browser settings, operating system requirements

C.5.3 ***Customer Service Representatives***

C.5.3.1 Contractor shall ensure that CSRs have the skills and experience necessary to meet the job requirements. Contractor shall hire CSRs who:

- Have excellent verbal and vocal skills (proper grammar, tone, volume, rate, sentence structure, use of positive language, and transitions)
- Preference for resident of the District of Columbia
- Have exceptional listening, questioning, and call control techniques
- Have exceptional writing skills and technical acumen
- Have strong computer and technical skills
- Have experience with the Internet and various web browsers
- Have excellent customer service skills in both written and verbal communication
- Can answer phones professionally and respond to telephone inquiries using available resources
- Have the ability to compose professional correspondence without requiring additional training
- Can identify and appropriately escalate priority issues and route inquiries to appropriate resources
- Have the ability to accurately and efficiently process information and tasks
- Have the ability to handle challenging telephone and customer service situations
- Have cultural and age sensitivity in order to effectively handle the needs of customers

C.5.3.2 Contractor shall ensure that all CSRs are cross-trained to handle written, verbal, and online inquiries.

**C.5.4 *Contact Channels***

C.5.4.1 Contractor shall provide contact channel services and properly record and track consumer interactions.

C.5.4.2 Templates specific to each of the following contact channels will be created by Contractor. The Authority shall review and provide final approval of all templates. CSRs shall utilize templates and scripts to the fullest extent possible for all communications. However, in many situations CSRs will be required to customize their verbal and/or written responses. Customization shall be based upon standard scripting, Authority regulations, the DCAS web portal, Medicaid rules, and other sources (e.g., cciio.cms.gov, healthcare.gov, job aids, etc.), and shall comply with CMS “plain language” requirements. In cases where there is no standard language, Contractor shall provide input on new language.

C.5.4.3 All templates, scripts, and other resources created by Contractor shall be the sole property of the Authority.

C.5.4.4 To the extent possible, Proposals shall include sample templates, scripts, and other materials that the Offeror has prepared.

**C.5.4.5 Telephone and TDD/TTY Inquiries**

C.5.4.5.1 The District of Columbia, through DC government services available to all agencies, shall provide a toll-free phone number that is available 24 hours a day, seven days a week. During standard hours, CSRs will answer all inbound calls and provide complete responses to all inquiries. During this time period CSRs will also answer all inquiries initiated by Text Telephone (“TTY”), also known as Telecommunications Device for the Deaf (“TDD”). During open enrollment periods (October 1, 2013-March 31, 2014, and in subsequent years October 15-December 7, as defined by the federal regulation including 45 C.F.R. § 155.410), the Contact Center may be open extended hours for live calls.

C.5.4.5.2 If required, Contractor shall make outbound calls to support customer service needs. This may include times when call wait times exceed acceptable customer service standards or times when an outbound call may deflect multiple future inbound calls. If necessary, Contractor shall recommend when outbound calls are needed.

**C.5.4.6 Written Letters and Fax**

C.5.4.6.1 The Authority will provide mailing facilities that can receive and send written correspondence and a dedicated phone line and fax equipment to send and receive faxes at the 2100MLK facility. Contractor will be responsible for handling written correspondence.

C.5.4.6.2 Contractor shall provide responses to all written letters and faxes, and shall ensure the accuracy, grammar, punctuation, appearance, readability and completeness of the responses.

C.5.4.6.3 Contractor shall respond to written correspondence in the most appropriate contact channel—e.g., phone, letter, fax, email, etc.—depending on the nature of the inquiry.

C.5.4.6.4 Contractor shall provide an Authority-approved undeliverable process.

C.5.4.6.5 Hard copies of all original written documents that do not arrive electronically, should be kept in secure storage, provided by the Government of the District of Columbia in the on-site primary facility, for an appropriate time period.

C.5.4.6.6 Contractor should describe written correspondence handling procedures in proposal.

**C.5.4.7 *Email***

C.5.4.7.1 Contractor shall provide responses to email, and ensure the accuracy, grammar, punctuation, professional appearance, readability and completeness of the responses.

C.5.4.7.2 Where appropriate, Contractor may send emails with links to FAQs, forms, articles, instructions and/or other publications from the Exchange website (collectively, "Website Content"). In order to ensure that Website Content is as helpful and useful as possible, Contractor shall provide regular feedback to the Authority regarding the Website Content.

**C.5.4.8 *Web Chat***

C.5.4.8.1 If Contractor solution includes web chat, Contractor shall provide responses to web chat, and ensure the accuracy, grammar, punctuation, professional appearance, readability and completeness of the responses.

C.5.4.8.2 Where appropriate, Contractor may include links to Website Content. In order to ensure that website content is as helpful and useful as possible, Contractor shall provide regular feedback to the Authority regarding the Website Content and FAQs.

**C.5.5 *Complaints***

C.5.5.1 All complaints about the District's Exchange (the Authority, the DCAS web portal, and related), regardless of channel, will be integrated into the CRM tool for CSRs to view. Contractor shall respond to all complaints by letter, email, or outbound phone call. Contractor shall triage and research all complaints and determine if they can be answered by CSRs via existing scripts or if a customized response is required. Contractor shall respond to complaints within 48 hours.

**C.5.6 *Program Management***

C.5.6.1 Contractor shall provide overall program management for the Contact Center and shall provide efficient organization, effective control systems, quality assurance and reporting procedures. Contractor shall report on how the work is being accomplished and scheduled, including the activities of any subcontractor(s). Contractor shall effectively manage and monitor changes in ongoing initiatives or system changes. Contractor shall organize and schedule work to meet delivery of all agreed upon items and deliverables and contingency planning. Program Management shall ensure effective communication on all aspects of the Contact Center operation.

C.5.6.2 See Attachment 3 Table 2 for a list of Reports that the Authority has enumerated.

C.5.6.3 Program Management shall be deemed effective if the following two conditions are met:

C.5.6.4 All metric goals in the Contract are being routinely achieved;

C.5.6.5 Authority leadership considers contractor's reporting on program management to be clear, concise and timely.

**C.5.6.6 *Project Management Plan***

C.5.6.6.1 Contractor will be required to submit a Project Management Plan ("PMP") within 20 days of contract execution. The PMP shall reflect the best practices of IEEE Standards for Project Management Plans (IEEE Std. 1058-1998 Standard for Software Project Management Plans or IEEE Std. 1490-2003, IEEE Guide – Adoption of PMI Standard – A Guide to the Project Management Body of Knowledge). Contractor shall provide sufficient resources, methodologies, processes and tools to guide project management during the Development and Implementation ("D&I") and Operations and Maintenance ("O&M") periods. The PMP is the guide and framework for all project management functions. To the extent possible, Proposals shall include a draft PMP.

**C.5.6.7 *Deadline for Development & Implementation***

C.5.6.7.1 The deadline for the D&I phase of the contract is 50 days after contract award. This means that the Contact Center must be fully operational and ready to accept and address all contact channels beginning 51 days after contract award. Although open enrollment does not begin until October 1, 2013, the Contact Center should be open 51 days after contract award in order to address pre-enrollment inquiries.

**C.5.6.8 *Key Personnel***

C.5.6.8.1 "Key Personnel" are defined as personnel critical to ensuring that operations are successful, performance metrics are met, and customer service standards are adhered to. All Key Personnel shall notify the Authority whenever they believe they are receiving direction that deviates from the terms of the contract.

C.5.6.8.2 Contractor shall identify additional Key Personnel that are necessary to fulfill the requirements of this Contract. Key Personnel may include, for instance, a Project Manager, Security Manager, Workforce Manager, Contact Center Manager, Training Supervisor, QA/QC Manager/Supervisor, Contact Center Information Technology liaison

and/or Alternate Channels Lead. The only required Key Personnel is the Project Manager.

C.5.6.8.3 Contractor must describe how it will handle the absence of any Key Personnel and whether one or more staff will back-up Key Personnel. The Authority must approve the replacement of any Key Personnel. The Authority must be notified when Key Personnel are out of the office for an extended period of time (more than two days). In these instances, the name and contact information of the backup must be provided to the Authority prior to the absence of the Key Personnel. Key Personnel may be assigned to more than one functional task, but Offerors must specify what percentage of their time will be spent in what roles. Wherever possible, Proposals shall identify the specific individuals who will serve as Key Personnel and attach copies of their resumes.

**C.5.6.8.4 *Project Manager***

C.5.6.8.4.1 Contractor shall provide a Project Manager responsible for managing and implementing Contract requirements. The Project Manager shall organize, direct, manage, and implement all project support activities. The Project Manager shall interact with Exchange staff regarding, among other issues: (1) the status of the Contact Center, (2) coordination of financial and staffing resources, (3) procurement and record keeping, (4) security issues, and (5) management of any subcontractors. The Project Manager shall prepare analyses, reports, presentations, budgets, and performance forecasts as required.

C.5.6.8.4.2 In addition, the Project Manager shall be responsible for compliance, legal requirements and overall business objectives. The Project Manager shall also analyze workflow and assignments to ensure efficient and cost effective operations, and develop and implement process, program or service improvements to meet such needs.

**C.5.6.9 *Recruitment and Staffing***

C.5.6.10 Contractor shall actively recruit and retain qualified CSRs and support staff for all communication channels and provide preference for resident of the District of Columbia. Contractor shall use best practices for CSR recruitment and retention to ensure high quality service and efficiency of operations. Contractor shall determine the appropriate staffing levels to handle peak and off-peak hours of operation, as well as assist with handling specific type of consumer inquiries, e.g. completing an application versus a general inquiry. Proposals shall specifically address the steps that Contractor will take if call volumes turn out to be greater or less than estimated by Contractor in its Proposal and/or planning documents.

C.5.6.10.1 Contractor shall create and continuously update a CSR recruitment and retention plan to address attrition issues. This plan shall address staff level maintenance and management for the initial open enrollment period and other spike periods. The Authority may request access to this recruitment and retention plan at any time.

C.5.6.10.2 Contractor shall staff the appropriate number of CSRs to ensure forecasted volumes are handled according to the performance metrics and customer service standards established by the Authority (see Attachment 2). Proposals must include a detailed chart identifying all staff that will be on duty at any given time (“Staffing Chart”). The Staffing Chart shall provide staffing information for the entire period of the Contract and take into consideration the fact that the primary location of services is a DC-provided facility, with overflow in the facility and location of the Contractor's choice.

### ***C.5.6.11 Standard Operating Procedures***

C.5.6.11.1 Contractor shall develop standard operating procedures (“SOP”) specific to the Contact Center outlined in this RFP. The Authority shall review and provide final approval of the SOPs. Contractor shall utilize an Authority-approved format for all SOPs and meet industry standards for documentation of operating procedures. Contractor’s SOP should reflect and integrate the Business Process Models that are being developed by the Exchange.

C.5.6.11.2 Contractor shall adhere to the SOPs for all contact channel inquiries and ensure that SOPs are updated when process or program changes occur, but at least quarterly.

C.5.6.11.3 The standard operating procedures shall, at a minimum:

- Document standard handling procedures for all inquiry types
- Document standard handling procedures for “special” inquiry types (e.g., use of language line, crisis calls, irate callers, threatening calls, etc.)
- Document standard handling procedures for all contact channels (phone, TTY/TDD, email, written correspondence, and fax)
- Document standard use of Exchange-provided Contact Center technologies (e.g., IVR, ACD, CRM, LMS, etc.)
- Document standard referral procedures for complex inquiries and other inquiries outside of the standard Contact Center scope
- Document interdependencies between technologies and contractors to ensure that operations are seamless among multiple vendors



C.5.6.11.4 Contractor shall review all SOPs and provide feedback to reflect any policy, ad-hoc or other changes that occur in the operating environment. As such, the SOPs should be updated regularly, with Authority approval, to reflect changes in the Contact Center environment, and reviewed consistently, at least quarterly, to ensure that SOPs accurately reflect actual operations. In addition, when site-specific or internal variations in standard procedures are legitimately necessary, Contractor shall propose supplemental standards that shall be documented in appendices or notes in the SOPs. Contractor shall propose a schedule for regular SOP reviews and updates, as well as a turnaround time for documenting ad-hoc changes that occur in the operating environment. This review process shall occur at least quarterly.

**C.5.6.12 *Workforce Management and Forecasting***

C.5.6.12.1 Contractor shall schedule CSR shifts to maximize operational efficiencies and meet forecasted volumes among all communication channels. The work schedule shall balance the forecasted workload against availability and shift flexibility, costs and service level requirements. Contractor shall quickly adjust staffing and scheduling as necessary to meet fluctuating volumes while maintaining performance metrics during steady and peak states. Unforeseen events, such as new legislation, media coverage of issues or activities by interest groups, may spike inquiry volumes unexpectedly with little warning. Contractor shall work closely with HBX and its sister agencies to accommodate these spikes. Contractor shall also develop a contingency plan to mitigate the impacts associated with contact volume fluctuations.

C.5.6.12.2 Contractor must take into account the need to staff the 2100MLK facility as the "primary" Contact Center facility, with an "overflow" facility of the Contractor's choice. During standard hours, contractor should keep the primary Contact Center fully utilized before the overflow facility is engaged.

C.5.6.12.3 Contractor must be able to scale the Contact Center resources to meet client demands. In particular, Contractor must be able to adjust to provide substantial additional resources during open enrollment periods, and scale back during steady state periods. Initial and annual open enrollment periods are specified in the ACA and/or its regulations (see, e.g., 45 C.F.R. § 155.410). Proposals shall specifically discuss the steps that Contractor will take to address these issues.

C.5.6.12.4 Contractor shall monitor and oversee the call queues on a regular basis. Contractor shall manage to Average Speed of Answer ("ASA") rather than Service Level ("SL") and shall be consistent. Contractor shall track and monitor CSR adherence to the planned schedule.

- C.5.6.12.5 Contractor shall use the Authority-provided technology-based solution to monitor workforce management.
- C.5.6.12.6 Contractor shall use a forecast for baseline workforce management and for planning purposes. Contractor shall work with the Authority to validate the forecast and propose revisions based on actual workloads and observed call trends on a monthly basis.

**C.5.6.13 *CSR Pilot Projects***

- C.5.6.13.1 Contractor shall be prepared to pilot any new processes or contact channel change prior to their full-scale implementation or required use by CSRs. Ideas for CSR pilot projects may come from Contact Center staff or CSRs and be presented to the Authority for consideration.
- C.5.6.13.2 Contractor shall designate a project manager over any CSR pilot project and take responsibility for organizing, creating objectives, and compiling results. Contractor shall ensure that feedback is obtained from the CSRs throughout the pilot project. The project manager shall also communicate and collaborate with the Authority on the integration of the pilot project into the overall program. It will be the responsibility of the project manager to ensure that there is sufficient diversity in the pilot work group in order to achieve realistic and fair results and meet objectives.

**C.5.7 *Communications***

- C.5.7.1 Contractor's project manager or designee shall be on-duty and available during business hours for coordination with the Exchange Contact Center Service Director, or other designated representative. The project manager or qualified designee shall be available and accessible to discuss operational issues.

**C.5.7.2 *Operations Communications***

- C.5.7.2.1 Because of the highly visible nature of the Contact Center, the Authority requires a high level of insight and communication into the day-to-day (or hour-to-hour) operations. It is very important for Contractor to be proactive in notifying the Authority of any situation that may impact operations or service to callers even if it involves a limited time period. Some examples include:
- The performance target for ASA is not met for any hour period of time
  - A system is down that affects service
  - CSR attendance is lower than forecasted and call handling is affected
  - Any situation that may warrant calls to be rerouted to avoid disruption in service or quality

- Any situation that may adversely affect the ability of Contractor to handle calls as required in this contract
  - Any changes to the Key Personnel
- C.5.7.2.2 Contractor shall work with the Authority to designate a process for maintaining real-time communication on key operational impacts and to designate thresholds upon which alerts will be activated.
- C.5.7.2.3 Contractor shall identify and transmit to the Authority any concerns or technical/ technology issues that arise during the normal course of performance of the contract. For example, if a newspaper article or media event creates a significant “spike” in call volumes, Contractor shall inform the Authority.
- C.5.7.2.4 Contractor must provide the Authority with a Communication Plan for all functional areas updated on a regular basis. During D&I, the first version should be provided within 2 weeks of contract award and on a biweekly basis thereafter. During O&M, the Communication Plan should be updated whenever a named role changes. This will enable the Authority to communicate with the correct individuals.
- C.5.7.2.5 Contractor must also efficiently and effectively communicate with all appropriate parties at the Authority and other relevant sister agencies and contractors in a timely manner. In order to ensure operations are smooth and all areas are working together to provide quality service to individuals, Contractor must collaborate across the functional areas.
- C.5.7.3 *Mandatory Operational Meetings***
- C.5.7.3.1 Contractor shall provide a representative to meet with the Authority and/or other contractors’ representatives (either in person or via telephone conference calls) to discuss both operational and programmatic information on an as-needed basis. The purpose of these meetings will be to resolve questions, issues and problems relevant to the performance of activities under this Contract and to ensure an appropriate information exchange between the Authority and its contractors.
- C.5.7.3.2 Contractor shall work in cooperation with all of the Authority’s contractors and sister agencies and engage in open discussion and exchange of information to support all Authority and relevant Medicaid initiatives including transitions. Contractor is also expected to participate in ongoing change control boards and workgroups. Contractor shall develop meeting agendas that include the status of action items from past meetings. Contractor shall provide the Authority with meeting minutes within two calendar days after the meeting, which include action items that came from the meeting. Contractor will create templates for agendas and minutes as part of the Standard Operating Procedures.

C.5.7.3.3 Because of the complexity of the program, it is important that Contractor track the status of ECC-related workgroups and projects and stakeholders for each project. Contractor shall provide and maintain on a monthly basis a list of all meetings and projects with the status, purpose and stakeholders involved.

**C.5.7.4 *Contact Center Site Visits***

C.5.7.4.1 Contractor shall support regularly scheduled site visits at the Contact Center primary and overflow facilities. These meetings shall be a collaborative effort between the Authority and Contractor to identify best practices and areas for improvement, and to ensure that the Exchange's customers receive exemplary customer service. Contractor shall be responsible for planning and logistics related to site visits.

**C.5.7.5 *Coordination and Cooperation***

C.5.7.5.1 Cooperation, coordination, and integration between the Authority and its contractors are paramount. This may include other Contact Center operations contractors, as well as systems integrators, quality assurance, training, and network telecommunication contractors, among others. Contractor shall also communicate and coordinate with Authority staff and sister agency staff. The Authority may designate other contractors and other sister agency staff with which Contractor shall fully cooperate.

C.5.7.5.2 Contractor will be a major user of the Exchange and DCAS systems, applications, and platforms, to provide service to the consumer. Therefore, Contractor may be the first to realize unplanned service interruptions. Contractor shall immediately notify the Authority, DC-Net, or the relevant contractors regarding any issues, problems, or outages related to Medicaid or any Exchange or Exchange systems or services.

C.5.7.5.3 While coordinating with all parties, Contractor must adhere to privacy and confidentiality standards set and communicated by the Government of the District of Columbia.

**C.5.7.6 *Joint Operating Agreements***

C.5.7.6.1 When necessary, the Authority shall work with Contractor to execute a Joint Operating Agreement ("JOA") with Authority-designated contractors that defines the roles and responsibilities, and creates mutually agreed upon and cost effective methods to work with and support the Authority's mission.

C.5.7.6.2 A JOA describes the work that needs to be accomplished, and the roles and responsibilities of each signatory for the success of the task or project. It includes specifics about who shall do what, when, and for whom. A

JOA also spells out the process the parties shall follow if either believes that the other is not following the agreement.

C.5.7.6.3 Contractor shall update the JOA annually or as requested by the Authority. Contractor shall perform the roles and responsibilities in the updated JOA. Contractor shall identify and negotiate any changes required to appropriately address the roles and responsibilities of the parties of the JOA.

C.5.8 ***Facilities***

C.5.8.1 ***Primary Facility***

C.5.8.1.1 Contractor shall utilize the District-provided facility at 2100 Martin Luther King Jr. Blvd, SE in the District, as its primary facility. This location co-locates with a Department of Human Services Service Center and is well-served by the city's DC-Net telephony and networking infrastructure. 2100MLK is public-transit accessible with major subway and bus routes within walking distance, and convenient to highways and National Airport. The facility is designed to hold 45 vendor-employed Exchange Call Center CSRs and CSMs, and includes all furniture, telephones, computers and other necessary infrastructure for operations.

C.5.8.1.2 As the primary facility, during standard hours, 2100MLK should be kept fully utilized before the overflow facility is engaged. Contractor will be required to provide reporting to this effect on a quarterly basis.

C.5.8.2 ***Overflow Facility***

C.5.8.2.1 Contractor should also propose a single overflow facility that considers the cost and efficiency implications to both Contractor and the Authority. Contractor shall provide a cost benefit analysis to Authority before the space is approved. As part of the Proposal, each Offeror must include a detailed description of the proposed facility and its benefits.

C.5.8.2.2 The overflow facility shall be flexible and expandable to accommodate additional staffing if necessary for annual open enrollment and spikes in call volumes, and to accommodate collaboration and onsite meeting in preparation for the incoming volume. The DC-Net provided infrastructure allows for remote locations with secure access to IVR, ACD, CRM, etc., which Contractor shall utilize.

C.5.8.2.3 Contractor shall ensure a secure building that keeps all individual and information secure and safe (e.g., controls on cell phones, cameras, and paper). Contractor shall also submit a floor plan that addresses building security.

C.5.8.2.4 Notification must be given to the Authority if an overflow facility will be shared with other contracts or programs. Contractor shall provide a plan to ensure the integrity of operations and to secure all data.

C.5.8.2.5 The contractor shall locate the overflow facility within the 50 United States or the District of Columbia.

**C.5.8.3 *Overflow Facility Infrastructure***

C.5.8.3.1 Contractor shall provide all required infrastructure to operate the Contact Center overflow facility according to the requirements of this contract. This may include, but is not limited to:

- Furniture (desks, chairs, etc.)
- Personal computers and related hardware (disk drives, dual monitors, secure internet, etc.)
- Software Packages (Microsoft office, etc.)
- Equipment (phones, headsets, switches, etc.)
- System (servers, etc.)
- Internet bandwidth to support efficient operations
- Other infrastructure as proposed by Contractor

C.5.8.3.2 Infrastructure requirements shall include on-site equipment necessary to operate all Authority-required and provided technology, the automated call distribution call routing servers, or other required technology. Contractor will be lessee or owner of all facilities and equipment. Contractor will be solely responsible for all maintenance and upgrades of overflow facilities and equipment.

**C.5.8.4 *Primary and Overflow Facility Access***

C.5.8.4.1 For the purposes of audit or inventory, or for any other reason, Authority employees or designated representatives shall have full access to all assets used in connection with the Contact Center. Contractor may not cite any reason, including but not limited to, competitive considerations, co-location with other clients' assets, or absence of an advanced notice, as a reason to decline Authority employees or representatives such access. Contractor understands that designated Authority audit and inventory representatives report directly to the Authority.

C.5.8.4.2 At the Authority's request, Contractor agrees to provide full disclosure of reasonable audit and inventory information to the Authority in a format defined by the Authority. Such information may include, but is not limited to: asset description; technical specifications; serial numbers; effective

commission and decommission dates; and warranty, maintenance, asset owner, and asset utilization information.

**C.5.8.5 *Telecommunications and Technology Support***

C.5.8.5.1 The District shall provide telecommunications and technology support for desktop usage, desktop support, telecommunications and technology systems, voice and data network equipment, hardware and software support, in its primary facility. (See Attachment 1.) Contractor should provide voice and data network equipment, hardware and software support, in its overflow facility. As part of the Proposal, each Offeror shall provide a telecommunications network and systems plan that outlines the approach and processes that will be used to implement and manage the overflow Contact Center.

**C.5.8.6 *Desktop Usage and Support***

C.5.8.6.1 All equipment and systems shall be configured for CSR day-1 use. The District and DC-Net shall provide live support for CSRs to assist with equipment or systems issues.

**C.5.8.7 *Integrated End-to-End Testing & User Acceptance Testing***

C.5.8.7.1 The Contractor shall provide a team of staff to assist and report upon the outcome of Integrated End-to-End Testing and User Acceptance Testing (UAT) of all DC-Net provided Contact Center infrastructure elements for the Exchange Contact Center set-up no later than two weeks after signed contract agreement. The composition and size of the team should be considered by the Contractor during Start-up.

**C.5.8.8 *Voice and Data Networking***

C.5.8.8.1 The District's provider DC-Net shall provide necessary staff to maintain voice and data networking equipment in the primary facility, and will be available if necessary to troubleshoot problems with the Authority or other contractor staff.

C.5.8.8.2 Necessary telecommunications services to ensure interoperability between the voice network and premise-based systems will be provided by the District and DC-Net in the primary facility. This includes, but is not limited to:

- Private Branch Exchange ("PBX") and automatic call distribution (ACD) equipment to properly route calls from the network to primary site and Contractor overflow site.
- Internal and external transfer capabilities
- Internal and external 3-way conference call capabilities

C.5.8.8.3 Contractor shall provide necessary premise-based network-communications equipment required to connect contractor's overflow facilities to a telecommunication's carrier network. This includes, but is not limited to, LAN, firewalls, hubs, patch panels, and necessary cabling.

C.5.8.8.4 Contractor shall provide the required technical support to install and maintain the necessary components and validate the routing solution, in their overflow facility. Contractor shall also provide Telephone sets and related equipment in their overflow facility.

**C.5.8.9 *Hardware and Software Support***

C.5.8.9.1 As Contractor is not providing Hardware or Software for the primary facility, Contractor is not responsible for maintenance and support of said equipment. Contractor shall provide front-line reporting and assist with prompt remediation of hardware and software problems, and comply with hardware, software and other technology standards and rules provided by the Authority and DC-Net.

C.5.8.9.2 In its overflow facility, Contractor shall provide routine and remedial maintenance and support services (hardware and software) for its solution. Contractor shall ensure hardware and software are properly maintained. Typical tasks may include, but are not limited to:

- Preparing software maintenance program plans
- Monitoring system operations and performance
- Addressing and correcting system errors
- Implementing software maintenance programs
- Scheduling deployments and upgrades for minimal project disruptions
- Installing software upgrades
- Providing performance tuning
- Providing on-site and off-site maintenance
- Providing on-site after hour and weekend support
- Providing maintenance to environmental systems including; power, HVAC, UPS, and fire suppression equipment
- Reporting on up-time and planned/unplanned maintenance outages
- Providing root cause analysis of hardware and software issues

**C.5.8.10 *Interactive Voice Response (IVR)***

C.5.8.10.1 The District and DC-Net will provide a network-based IVR as part of the telecommunications network architecture. The District shall provide the



expertise needed to administer and configure the Exchange's IVR system for use by the Contact Center, and provide ongoing configuration management.

C.5.8.10.2 The IVR will provide callers general information about the program.

C.5.8.10.3 The IVR will route callers to the appropriate agent to process the inquiry based on the caller's selections through a series of menu options within the IVR system.

**C.5.8.11 *Automated Call Distribution (ACD)***

C.5.8.11.1 The District and DC-Net will provide Avaya automated call distribution ("ACD") technology as part of its network architecture, which includes voice and data transmission.

C.5.8.11.2 Calls via IVR will utilize the ACD and be routed to the next available CSR. ACD is designed to ensure inquiries are routed to the CSR most capable of efficiently processing the inquiry. Therefore, it is essential that the Contractor utilize the District-provided workforce management tools, and monitoring tools to ensure efficiency in Contact Center queuing, routing, and in managing CSR skills, utilization, and workload.

C.5.8.11.3 ACD data will interface with the District-provided data analytic environment for reporting and analysis purposes.

C.5.8.11.4 Contractor shall provide the expertise needed to administer and monitor the District's ACD system for use by the Contact Center.

**C.5.8.12 *Customer Relationship Management***

C.5.8.12.1 The District shall provide a Customer Relationship Management (CRM) System for the use of the ECC Contractor. This CRM tool will be the primary user interface for customer service business processes, including but not limited to: full lifecycle management of customer contacts, management of demographic information, history and audit trails of customer contact records and DCAS Implementation events, and facilitation of customer scheduling and appointments.

**C.5.8.13 *Learning Management System***

C.5.8.13.1 The District will provide a Learning Management System (LMS) to support the training needs of the Contact Center. LMS enables the Authority to ensure training is disseminated and completed in a timely, consistent manner across the Contact Center.

C.5.8.13.2 Contractor will utilize the LMS for Contact Center and CSR training. Contractor will be responsible to create, update, maintain, and implement

training specific to the Contact Center. The Authority's LMS Manager will provide administrative access.

#### ***C.5.8.14 Interface with Exchange Systems***

C.5.8.14.1 In addition to the CRM for Contact Center, the CSRs will access the following systems:

- Individual Eligibility
- Individual Enrollment
- SHOP Eligibility & Enrollment
- Financial Management
- Learning Management System

C.5.8.14.2 The Contact Center and its CSRs must also have the flexibility to integrate with other systems and databases related to the operation of the Exchange and DCAS web portal. This could include the Medicaid eligibility system, issuer systems, etc.

#### ***C.5.8.15 Data Analytics and Reporting Platform***

C.5.8.15.1 The District shall provide a Contact Center Data Analytics & Reporting Platform to serve as the central location for capturing and aggregating Contact Center data, to be utilized by the Contractor. Through DC-Net, the District provides Avaya IQ reporting and Avaya CMS for call center analytics and operational reporting. These tools will be available for the vendor for day-to-day operations and periodic reporting purposes.

#### ***C.5.8.16 Security***

C.5.8.16.1 Contractor shall create a systems security plan for the Contact Center that defines the overall security plan of the Contact Center. The purpose of the systems security plan is to ensure the proper operations of the Contact Center and specify the controls and practices that need to be in place in order to best protect the Contact Center information, resources, stakeholders, and consumers from the adverse effects of mistakes, attacks, natural disasters or any other threat. This plan also ensures that the Contact Center security program adheres to applicable security and privacy regulations and authorities, including:

- The National Institute of Standards & Technology ("NIST")
- The Federal Information Management Act ("FISMA")
- The Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

- HHS's ACA guidance on privacy and security, including MARS-E and multi-factor authentication, as described in RFC 45 155.260
- C.5.8.16.2 Contractor shall document its compliance to CMS security requirements for the Contact Center by using the Minimum Acceptable Risk Standard (MARS-E) suite, which was developed for the ACA, and maintain such documentation in the systems security profile as required.
- C.5.8.16.3 Contractor may be asked to participate in CMS audits, reviews, evaluations, tests, and assessments of contractor systems, processes, and facilities.
- C.5.8.17 *Disaster Recovery Plan***
- C.5.8.17.1 Contractor shall develop and implement a disaster recovery plan that identifies and prioritizes critical systems and operations, preventative controls, and recovery strategies. Contractor will be responsible for working with the Authority and other contractors to develop and maintain the integrated disaster recovery plan. Activities within the scope of the disaster recovery plan may include, but are not limited to:
- Providing a disaster recovery plan by which service will be restored or maintained under emergency situations
  - Executing recovery procedures in the event of catastrophic loss of facility or equipment
  - Providing specific emergency maintenance actions with predefined response intervals
  - Ensuring that its staff are properly trained in business continuity and disaster recovery procedures
  - Determining business functions deemed essential for executing its core mission and the means (process, procedures, and resources) by which those functions shall be sustained, either in place or in a recovery site throughout emergencies of various severity
  - Proactively monitoring essential components for degradation in performance
  - Determining component availability metrics, develop risk mitigation strategies, and assess costs associated with each plan
  - Provide a disaster recovery plan which includes a yearly test execution with results reported to Exchange
  - This disaster recovery plan will identify an alternate site that would be able to assume the workload of either the primary or the overflow facility within one business day.

### ***C.5.8.18 Incidents and Severity Levels***

- C.5.8.18.1 For the purpose of quickly and efficiently responding to issues related to telecommunications and technology systems, Contractor shall establish a central point of contact (“POC”) to manage and convey information related to service level agreements. The POC shall determine the nature of incidents, coordinate, collaborate, and disseminate information to other parties until the issue is resolved.
- C.5.8.18.2 Contractor’s POC shall be responsible for notifying the Exchange Contact Center Services Director when an issue occurs, providing updates, root causes when applicable, and resolution information. Contractor shall report on all planned and unplanned issues. Contractor shall provide initial, update and resolution notification data elements at the intervals specified below.
- C.5.8.18.3 Contractor, with the Authority’s approval, shall provide the definition of severity levels, for example severity 1 means that the Contact Center is not operable and escalation notification time intervals for each severity level.

## **C.6 CONTENT MANAGEMENT**

### ***C.6.1 Content Management Overview***

- C.6.1.1 The Authority requires that information being provided is accurate, complete, written in plain language and consistent across all contact channels and consistent with the requirements of the ACA and regulations and guidance of Federal agencies. Contractor shall have extensive program knowledge and experience in developing content for a Contact Center environment. Contractor shall respond to all inquiries, regardless of channel, using Authority-approved scripted language whenever possible and appropriate. The contractor shall review and analyze scripted responses to inquiries and load the necessary content/scripts to the Exchange Content Management System.
- C.6.1.2 Items that Contractor will be required to develop, update and review may include, but are not limited to:
- CSR Scripts (including voice, web chat, email, written correspondence, fax)
  - IVR Language
  - Reference Materials
  - Job Aids
  - Code definitions and messages
  - Consumer messages

- Contact Lists (coverage decisions)
- Referral Directories/Reference Links (Websites and Intranets)
- Websites / Pages / Portals / FAQs
- Publications
- Correspondence (Paragraphs and Letters)
- Intranets
- Training Materials
- Feedback from all sources
- Forms (Internal and External)
- Policy

C.6.1.3 The content development program shall meet the following general requirements:

- Proactively research Exchange and Medicaid program policies and District provided information and develop content that is accurate, consistent and compliant with “plain language” format (see [www.plainlanguage.gov](http://www.plainlanguage.gov) for reference). All materials shall meet ADA Section 508 accessibility requirements.
- Develop, update and maintain IVR and CSR scripting, Essential Job Training, Training Alerts, Consumer Alerts and Broadcast Messages. This process must be documented in a Content Management Plan that is subject to the Authority’s approval.
- Ensure that Contact Center content is consistent with FAQ responses.
- Ensure that Contact Center content is kept up-to-date in relation to application modifications.
- Produce content for unplanned critical situations, in an expeditious manner, and coordinate activities with the Authority, DHS and other District contractors.
- Develop a mechanism for the delivery of content to users with easy access and efficient use of resources.
- Recommend and implement improvements to the scripting format, IVR scripting, etc., based on call listening and research.
- Setup and configure a Content Management System and provide a change log of content changes
- Validate and update on a quarterly basis or as directed/requested by the Authority, the helpful contacts referral database, which provides the referral information for the agent and partner referrals made by the CSRs and used by the Exchange websites.

## **C.6.2**            ***Content Development***

- C.6.2.1           Contractor shall work with the Authority to ensure that all content is accurate, complete and effectively written. Contractor shall maintain a Content Management Plan for all types of scripting, alerts, etc. Contractor shall develop, update and maintain CSR scripting/content to effectively and efficiently respond to customer inquiries for all contact channels. Contractor shall provide content in an expeditious manner for unplanned critical situations and coordinate activities with other Authority and Medicaid contractors.
- C.6.2.2           Contractor shall facilitate and participate in focus groups, and other activities as necessary to obtain feedback on content. Contractor shall utilize post-implementation feedback from contractor training, lessons learned, etc. to enhance and improve content.
- C.6.2.3           Contractor shall provide essential research when the scripting content is not a thorough response to the consumer inquiry, and shall make necessary enhancements to the scripting content to meet the consumers' need.
- C.6.2.4           All content updates shall be maintained and updated on the LMS, CRM, and Content Management System.

## **C.7**                **TRAINING MANAGEMENT**

### **C.7.1**              ***Training Management Overview***

- C.7.1.1           Training is a critical component of an effective Contact Center. As such, Contractor shall ensure that all CSR and other staff are thoroughly trained on all Contact Center operational protocols and supporting software solutions. It is expected, for example, that Contractor shall develop formal training plans and train staff prior to usage of the Authority or other software solutions that have undergone a major revision. Contact Center training shall be designed to provide CSRs and staff with three distinct skill sets:
- District provided CRM tool for Contact Center, including the web-based front-end and back-office: The ability to use the computer-based tools (CRM tool, plan comparison tool, calculator, etc.) in order to effectively respond to consumer inquiries, including eligibility and enrollment.
  - Customer Service: The interpersonal skills needed to communicate successfully with callers, including telephone etiquette and courtesy, and handling difficult callers.
  - Policy: Knowledge of relevant Exchange and Medicaid policy necessary to respond to both general and data-specific questions from the caller.

- C.7.1.2 Training roadmaps for all communications channels shall be created. At the direction of the Authority, new training roadmaps may be required to accommodate the way the Contact Center contractor proposes to manage their call queues.
- C.7.1.3 Additionally, Contractor shall provide CSRs and Contact Center staff with instructional training regarding, but not limited to:
- IVR
  - Web portal
  - Email
  - Written correspondence
- C.7.1.4 Contractor shall provide classroom or eLearning solutions. Contractor shall develop an integrated, performance-based training program that emphasizes the job skills necessary for CSRs and other staff to perform at a level that exceeds consumer expectations. Contractor shall provide the necessary resources and utilize the LMS to quickly update training materials, as well as ad hoc training materials, and be capable of adjusting to constant program, infrastructure and technological changes.
- C.7.1.5 In addition to the training resources provided by Contractor, the Authority shall also institute training modules and certification requirements. At the Authority's request, and at the Contractor's expense, the CSR's will be required to complete the Authority's training modules and/or certification requirements.
- C.7.2 *Training Materials Development***
- C.7.2.1 Contractor shall develop, update and maintain training materials including but not limited to training guides, job aids, proficiency tests, test call scenarios, and other reference materials for CSR's, quality analysts, supervisors, other staff at the Contact Center, and other Authority approved users. Contractor shall obtain access to and use the Authority-provided CRM production and CRM training environments, and other web-based tools (i.e. Plan Finder Tool, DCAS web site, etc.) as necessary, as they develop and update training materials to ensure accurate procedures and processes are documented. In addition, Contractor shall maintain version control and make updates to the latest versions of training materials. Designated users shall post all training materials to the content web portal for real-time and efficient access. Contractor shall provide a guide to alert instructors where the materials contain outdated or revised information so the most current information is relayed to the participants.
- C.7.2.2 The Authority will also provide some training materials for the Contractor to integrate into their training activities, related to eligibility and

enrollment functions, plan management, case management and the use of the DCAS web site.

### **C.7.3 *Training Delivery***

C.7.3.1 Contractor shall submit a Training Delivery Plan to address the training of all CSRs and support staff for Authority approval. Training shall be provided for new CSRs in English. All training shall be coordinated with Contractor's workforce management team to minimize disruption to Contact Center operations. Contractor shall be responsible for developing and delivering training to their supervisor staff. All CSR staff shall successfully complete training, including completing instructor and class evaluation forms. Contractor shall ensure that CSRs are sufficiently prepared to handle inquiries.

C.7.3.2 Training materials, including job aids and tests will be provided by Contractor. Materials will be in English and will address relevant aspects of the Exchange and Medicaid programs, as well as CSR use of the desktop applications and other relevant topics. Training material will consist of standard training curriculum modules. However, to supplement the standard modules, Contractor may develop targeted materials specifically related to the supervisor's day-to-day operational roles and responsibilities.

C.7.3.3 Contractor shall provide experienced instructors to deliver training to the CSRs. Contractor shall ensure that all new hires are equipped with the proper system access prior to Day 1 of new hire training. Training shall be delivered by the most efficient and effective methods possible and shall include innovative techniques. Training delivery methods shall incorporate adult learning principles and facilitate understanding and retention of materials. The Authority may conduct occasional site visits to the Contact Center facility to observe training and conduct CSR discussion groups in order to ensure that the material is delivered that CSRs understand are comfortable with.

C.7.3.4 Real-time floor reviews will be conducted by the Authority to identify potential changes to customer service scripts, Essential Job Training (EJTs), Training Alerts (TAs), and processes and procedures. Contractor shall identify CSRs who will participate in testing changes prior to implementation. Contractor shall obtain feedback from the selected CSRs and send the feedback to the Authority.

### **C.7.4 *Training Effectiveness and Continuous Improvement***

C.7.4.1 Contractor shall have extensive knowledge of various methodologies and technical approaches for developing standard training and content solutions, including integrated performance-based training. Learning gaps,



training needs, and training solutions shall be identified through the Quality program for evaluation. Contractor must apply and adapt its methodologies and technical approaches to the unique requirements of the Authority, the DCAS web site, and the Contact Center facility.

C.7.4.2 All Contractor-provided instructional programs will be evaluated through self- evaluation, by the Authority, and by the Contact Center to identify areas of improvement in instructional design before delivery to the operations training team. Where necessary, Contractor shall adjust course material in sufficient time to implement by the next regularly scheduled course delivery. Additionally, Contractor shall adjust course content or delivery at the direction of the Authority when one of the operational or system teams detect, through independent evaluation, that the course material needs revision.

C.7.4.3 Additionally Contractor shall identify opportunities for continuous improvement in training through:

- Tracking LMS course completion for all of those involved in receiving the training. This shall include review of course completion metrics that track the courses taken by the CSRs and assessment reports that track how well the CSR performed on the end-of-course exam.
- Developing course completion surveys, and satisfaction surveys for all types of training. This shall include collecting and analyzing survey results.
- Producing, analyzing and trending LMS reports to identify actionable items.
- Contractor shall identify areas of deficiencies and develop new EJTs to refresh CSR knowledge as necessary. In addition, Contractor shall identify trends in knowledge retention and make modifications to base training materials as necessary.

## **C.8 QUALITY MANAGEMENT REQUIREMENTS**

C.8.1 The Quality Management program shall meet the following general requirements, and the Proposals shall specifically address how the Offeror intends to comply with each of these requirements:

- Contractor shall have extensive knowledge of quality best practices, processes and procedures as well as other critical applications (e.g. CRM, call monitoring tools, blind monitoring etc.) used by the Authority to support the Contact Center Operation.
- Contractor shall keep apprised of industry best practices in the development of quality assurance processes and programs. Contractor shall utilize this knowledge for identifying measurable quality improvements across the Contract, creating reports and corrective

action plans, making specific recommendations regarding quality improvements needed to include other functional areas (i.e. training, content, IVR, CRM, web applications, and other systems), and facilitating the implementation of approved action items at the customer contact centers for all inquiry access channels. This includes English for inbound and outbound telephone and written correspondence as well as e-mail, web chat and faxed inquiries.

- Upon implementation of recommended enhancements Contractor shall monitor progress for an agreed upon time to ensure use, document improvements and share successes with Exchange. Contractor shall apply and adapt its methodologies and technical approaches to the unique requirements of a Health Insurance Exchange and Contact Center environment.

## C.8.2 ***Quality Assurance***

C.8.2.1 Contractor shall develop and implement an Authority-approved Quality Assurance (“QA”) program that addresses quality oversight of all contact channels. The QA program shall address the frequency, nature, and process for conducting quality assurance activities. Contractor shall be required to report QA metrics as requested by the Authority.

C.8.2.2 The District shall provide 100% recording of calls, which shall be stored in a secure, federally-compliant fashion that will be selectively available for quality assurance purposes.

C.8.2.3 Also, the QA data shall be fed to the data analytics platform. Contractor shall use the data analytics platform to improve overall call quality and customer satisfaction as well as CSR performance.

C.8.2.4 Contractor shall be innovative in developing additional techniques for gathering quality data from a variety of sources, including focus groups and end-to-end call monitoring. Contractor shall use the data obtained from all available sources to recommend and implement operational improvements. Additionally, as directed by the Authority, Contractor shall conduct test calls and report results to the Authority.

## C.8.3 ***Quality Call Monitoring***

C.8.3.1 Exchange Contact Center shall use a Quality Call Monitoring (“QCM”) standard for all CSRs to ensure accurate, understandable, and consistent information for all interactions. Contractor is responsible for monitoring and managing their CSRs to ensure their performance meets the quality standards set by Exchange. Contractor is responsible for developing the scorecard and establishing the criteria to ensure the highest customer service standards, focused on the following areas: Program Knowledge, Privacy Act, Customer Service, and Administrative Procedures.

Contractor is responsible for proposing and implementing a quality-monitoring tool, which would be used to audit the Contact Center and ensure that the Contact Center is meeting Authority-defined quality standards.

## **C.9 LANGUAGE INTERPRETATION SERVICES - REQUIREMENTS**

- C.9.1 The District strives to ensure customer service availability for its Limited English Proficiency (“LEP”) populations. In order to provide LEP populations with quality customer service and address inquiries for callers who speak languages other than English, Contractor will provide its CSRs with access to the District-provided Language Line, which is a third-party conference and over-the-phone interpretation service, in the event that a consumer may speak a language that is not spoken by the CSR.
- C.9.2 CSRs handle inquiries through multiple channels that may require interpretation services including email, written correspondence, and fax. In order to provide LEP populations with quality customer care in written correspondence, Contractor will provide its CSRs with access to the District-provided written translation service.
- C.9.3 Contractor will work with the Authority and the designated translating contractors to identify key words and phrases that are specific to the terminology of health insurance and health care reform that might require addition to a translation dictionary.

## **C.10 REPORTING**

- C.10.1 In order to maintain effective communications, Contractor shall ensure all necessary report deliverables are submitted to the Authority in a timely manner.
- C.10.2 Facility Use Report*
- C.10.2.1 Contractor shall provide the Authority with quarterly reports of the week-by-week average distribution of CSR between the primary and overflow facilities, reflecting standard vs. extended hours.
- C.10.3 Start-up and Implementation Reporting*
- C.10.3.1 Contractor shall provide the Authority with reports necessary to effectively and efficiently set-up and implement the Contact Center and the Authority. Contractor shall provide a twice monthly “Start-up and Implementation Report” that identifies key activities related to the start-up and implementation activities (completed or in progress). The Start-up and Implementation Report shall also describe steps being taken to integrate the Contact Center with other aspects of the Exchange.

**C.10.4 Contact Center Dashboard**

C.10.4.1 Contractor shall create a “Contact Center Dashboard,” which provides daily data on the overall Contact Center. The dashboard shall provide comparison information and specific data related to all contact channels. The Contact Center Dashboard shall be a matrix of various functional areas and shall provide an overall status and story of the Contact Center and performance.

**C.10.5 Weekly Status Report**

C.10.5.1 Contractor shall provide a “Weekly Status Report” containing volume, AHT, quality, headcount, top ten topics and trend analysis. Contractor shall analyze and identify Contact Center trends, and make recommendations for process improvements.

**C.10.6 Monthly Status Report**

C.10.6.1 Contractor shall submit a “Monthly Status Report” containing financial data as required by the Exchange, staffing numbers including total FTE count, total CSR count, and head- count.

**C.10.7 Quarterly Forecast Report and Evaluation**

C.10.7.1 Contractor and the Authority shall collaborate to produce a quarterly forecast report, projecting call volumes based on experience and on known upcoming events such as open enrollment. Additionally, Contractor and the Authority shall hold a quarterly meeting to evaluate the last quarterly forecast against actual performance.

**C.10.8 Quarterly Innovation and Improvement Report**

C.10.8.1 Contractor shall identify innovations across the Contact Center that improve customer service, increase efficiencies and reduce costs. Contractor shall design, test, implement and evaluate continuous improvement innovations. Contractor shall review processes and procedures to determine potential areas of remediation, improvement or enhancement. Contractor shall identify and evaluate issues and provide potential solutions to include return on investment (“ROI”) assessments. Contractor shall provide a “Quarterly Innovation and Improvement Report” summarizing these efforts.

C.10.8.2 In this report Contractor shall analyze different functional areas of the Contact Center. Contractor shall provide detailed analysis identifying the impact of current and future Authority and Medicaid initiatives or legislation on the Contact Center. Contractor shall also analyze any new initiatives that have been implemented. Contractor shall conduct

correlation and impact studies on the Contact Center users and operations with the implementation of new technologies.

C.10.8.3 Contractor shall also provide follow-through and follow-up with regards to all analyses, and shall present clear and concise results and findings resulting from feedback analysis activities. Contractor shall inform the Authority of any analyses or business process reviews prior to starting the work.

*C.10.9 Monthly Content Report*

C.10.9.1 The Contractor shall provide a “Monthly Content Report” that details content creation, update activity, and recommendations for continuous improvements in CSR scripts, FAQs, IVR scripts and other content.

*C.10.10 Monthly Performance Metrics Report*

C.10.10.1 Contractor shall report its actual performance levels for all metrics specified in Attachment 2 on a monthly basis. The “Monthly Performance Metrics Report” shall also describe Contractor’s performance with respect to additional performance metrics identified by the Authority and/or Contractor. A list of minimum additional key performance metrics is included as Attachment 4.

*C.10.11 System Performance Reporting*

C.10.11.1 Contractor shall provide effective and efficient performance reporting including trend and analysis of systems, voice, data, and infrastructure. For all systems, Contractor shall provide weekly performance reports. Contractor shall submit weekly reports, which address system performance against the following metrics:

- System availability and uptime in the following format (e.g., 99.99%)
- Network availability
- Network incidents and summaries

**C.11 PERFORMANCE METRICS**

C.11.1 The contractor shall ensure, at a minimum, that the Contact Center objectives are met by managing operations to meet the performance metrics specified in Attachment 2.

C.11.2 Standard Contact Center performance metrics are desired in order to measure and manage the program effectively. Standard Contact Center performance metrics will facilitate reporting, comparisons, trending, etc. Standard metric data naming and metadata definitions are required in order to effectively achieve this goal.

C.11.3 Contractor shall report its actual performance levels for all metrics specified in Attachment 2 on a monthly basis. The failure by Contractor to fully meet standards for two periods (whether or not consecutive), subsequent to an initial 120-day “ramp-up” period, is grounds for the assessment of liquidated damages at a rate to be defined in the Contract.

## **C.12 CONTRACT DELIVERABLES**

C.12.1 Attachment 3 identifies some specific deliverables and deadlines required by the Contract.

C.12.2 For written work product and reports, Contractor shall work with the Authority to establish preferred formats and layouts. All deliverables shall be submitted electronically to the Exchange Contact Center Director unless otherwise indicated.

C.12.3 Many of the deliverables specified in this RFP require the approval of the Exchange prior to completion. For such deliverables, Contractor should submit drafts to the Authority for review and feedback prior to finalization. Contractor should assume 14 calendar days for the Authority review and comment for draft deliverables. Given the tight turnaround time necessitated by the Oct. 1, 2013 start date for the Exchange’s full operations, the deadlines specified in Attachment 3, Table 1, are for draft deliverables. In the case of ongoing deliverable reporting, drafts must be delivered to the Authority with sufficient lead time in order to allow the Authority to review, and Contractor to implement, any changes.

## **C.13 OPTIONAL TASKS**

C.13.1 The Department of Human Services (DHS) and the Authority work closely to support applicants and clients of Medicaid health care insurance. At a high level, the Authority is responsible for Medicaid client determination based on Modified Annual Gross Income (MAGI), whereas all other Medicaid determinations are made by DHS. As part of this optional task, DHS would request additional offeror’s staff to respond to non-MAGI Medicaid contacts including making changes to an existing client’s case and general inquiries that do not require deep understanding of non-MAGI policies and regulations. This will free DHS staff to focus on only most complex contacts. For the purposes of cost estimate development, the Medicaid population in the District that is determined based on income is about 155,000 and non-income based clients are approximately 65,000.

**SECTION D: PACKAGING AND MARKING**

**Not Used.**

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by [clause number six \(6\), Inspection of Services](#) of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)



## **SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be from date of award through September 30, 2014.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The Authority may extend the term of this contract for a period of three (3) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Authority will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Authority to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the Authority exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the Section B of the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years.

### **F.3 DELIVERABLES**

Deliverables are listed in Attachment 3. The Contractor shall perform the activities required to successfully complete the Authority's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9.

**F.3.1** The Contractor shall submit to the Authority, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

**G.1.1** The Authority will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The Authority will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

DC Health Benefit Exchange Authority  
Office of the Controller/Agency CFO  
441 4<sup>th</sup> St NW, 870N  
Washington, DC 20001

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

**G.2.2.2** Contract number and invoice number;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT**

#### **G.4.1 Partial Payments**

Unless otherwise specified by this contract, payment will be made on partial deliveries of goods and services accepted by the Authority if:

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:  
"Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B"; and
- (c) Presentation of a properly executed invoice.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

**G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Mila Kofman  
Executive Director  
DC Health Benefit Exchange Authority  
441 4<sup>th</sup> St NW, 870N  
Washington, DC 20001

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACT ADMINSTRATOR (CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Authority's payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and email address of the CA is:

Sara Cormeny  
DC Health Benefit Exchange Authority  
441 4<sup>th</sup> St NW, 870N  
Washington, DC 20001  
Sara.cormeny@dc.gov

**G.9.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District or Authority property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the Authority, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103, dated 06/13/2012, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private



contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

## **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;

- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within

two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

**H.8 WAY TO WORK AMENDMENT ACT OF 2006**

**H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the

Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

### **H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a

subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to

verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

#### **H.9.4 Subcontractor Standards**

- H.9.4.1** A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

#### **H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

- H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that

the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.



## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

**I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical

reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless the data is marked by the Contractor with the following legend:

#### **RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ with (Contractor's Name); and if the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code

with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Sara Cormeny  
DC Health Benefit Exchange Authority  
441 4<sup>th</sup> Street, NW, Suite 707N  
Washington, DC 20001  
Sara.cormeny@dc.gov

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting

from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP will contain the following clause:

**ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

**I.12 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**SECTION J  
ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination 2005-2103 dated 06/13/2012
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"



**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L.1 CONTRACT AWARD**

**L.1.1 Most Advantageous to the District** - The Authority intends to award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Authority, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2 Initial Offers** - The Authority may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

**L.2 PROPOSAL ORGANIZATION AND CONTENT**

**L.2.1** One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal." Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. In addition, proposals shall be submitted electronically via USB thumb drive. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCHBX-13-0001– Health Insurance Exchange Contact Center".

Submission Address:  
DCHBX-13-001  
DC Health Benefits Exchange Authority  
441 4<sup>th</sup> Street, NW – Suite 870N  
Washington, DC 20001

**L.2.2** The Authority will not be responsible for corruption of any file submitted.

**L.2.3** The Offeror shall submit two (2) attachments in its printed and electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

**L.2.4** The Offeror shall label each attachment, i.e., "Technical Proposal", "Price Proposal."

**L.2.5** Offerors are directed to the specific proposal evaluation criteria found in Section M – Evaluation Factors of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the Authority to evaluate the Offeror's response. The Offeror shall submit

information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C.

**L.2.6** The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

**L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 above, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the Offeror's proposal must be submitted on the USB thumb drive with titles that start with the word REDACTED. D.C. Official Code §2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1). Successful proposals will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

**L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.4.1 Proposal Submission**

**L.4.1.1** Proposals must be received no later than the closing date and time. Email acknowledgment of receipt will be sent to a clearly-stated email address on the cover page of the submission

**L.4.1.2** Telephonic, telegraphic, email, and facsimile proposals may not be accepted or considered for award.

**L.4.2 Withdrawal or Modification of Proposals**

An Offeror may modify or withdraw its proposal via email to [sara.cormeny@dc.gov](mailto:sara.cormeny@dc.gov) at any time before the closing date and time for receipt of proposals.

### **L.4.3 Late Proposals**

The District of Columbia will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

### **L.4.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the Authority, shall be considered at any time it is received and may be accepted.

## **L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question electronically via email to sara.cormeny@dc.gov. The prospective Offeror should submit questions no later than **5** days prior to the closing date and time indicated for this solicitation. The Authority may not consider any questions received less than **5** days before the date set for submission of proposals. The Authority will furnish responses via dchbx.com. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given by Authority officials before the award of the contract will not be binding.

## **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the Authority except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District of Columbia and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the Authority will have the right to duplicate, use, or disclose the data to the extent consistent with the Authority's needs in the procurement process. This restriction does not limit the Authority's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets).**"

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."**

## **L.7 PROPOSALS WITH OPTION YEARS**

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

**L.8 PROPOSAL PROTESTS**

Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

**L.9 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

**L.10 RETENTION OF PROPOSALS**

All proposal documents will be the property of the Authority and retained by the Authority, and therefore will not be returned to the Offerors.

**L.11 PROPOSAL COSTS**

The Authority is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

**L.12 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Offeror shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8t o:

**L.13                   ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District of Columbia's E-Sourcing system. The Authority must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

**L.14                   BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Authority's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Offeror selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

**L.15                   LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.15.1**           Name, address, telephone number and federal tax identification number of Offeror;

**L.15.2**           A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3**           If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.16                   FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Offerors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.17 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective Offeror must demonstrate to the satisfaction of the Authority its capability in all respects to perform fully the contract requirements; therefore, the prospective Offeror must submit relevant documentation within five (5) days of the request by the Authority.

**L.17.1** To be determined responsible, a prospective Offeror must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District of Columbia licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq.;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.17.2** If the prospective Offeror fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility

based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Offeror to be non-responsible.

**SECTION M  
EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

M.1.1 The contract will be awarded to the responsible Offeror whose offer is most advantageous to the Authority, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the Authority in making an intelligent award decision based upon the evaluation criteria.

**M.2 TECHNICAL RATING**

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.



5	Excellent	Exceeds most, if not all requirements; no deficiencies.
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**M.2.2** The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the Offeror’s score for each factor. The Offeror’s total technical score will be determined by adding the Offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the Authority evaluates the Offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

**M.2.3** If sub factors are applied, the Offeror’s total technical score will be determined by adding the Offeror’s score for each sub factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub factors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror’s response as “Good” for the first sub factor and “Poor” for the second sub factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub factor plus 1/5 of 20 or 4 for the second sub factor, for a total of 20 for the entire factor.

**M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

**M.3.1 Company Overview and Qualifications (30 Points Maximum)**

**M.3.1.1** Describe the Offeror’s history, growth, and size. Describe the Offeror’s form of business, physical locations, number of employees, client base, etc.

**M.3.1.2** Provide a brief, descriptive statement describing the Offeror’s ability to deliver the services sought under this RFP (e.g., prior experience, prior projects, training, certifications, resources, program and quality management systems, etc.).

**M.3.1.3** Describe any clients that Offeror has provided services to that are engaged in businesses related to health care insurance or providing health care. Describe any relevant experience related to the ACA or Exchanges.

Provide a list of Key Personnel, including subcontractors, who will work on the project, detailing their training and work experience and the anticipated amount and/or portion of time each will devote to this

project. Resumes should be submitted for Key Personnel and any other personnel the offeror deems relevant, including subcontractors.

### **M.3.2 Experience and References (15 Point Maximum)**

M.3.2.1 Provide detailed case studies for at least two reference projects (preferably Health Care related Contact Centers). To the extent possible, include all of the following information:

- Briefly describe the project and how its characteristics—such as size, scope of work, functionality, and customer base—are similar to this project. Provide the project’s location and hours of operation.
- Provide information about the number of total staff currently employed at the project and the number of clients and client’s consumers that you currently serve in the project. Describe the staffing plan and answer the following questions:
  - What is the average tenure and experience of the staff (managers, supervisors, CSRs)?
  - What are the rates of staff turnover/attrition among the CSRs?
  - What is the supervisor/staff ratio? 43
  - If the project is a Contact Center, provide information related to the performance metrics in Attachment 2 for the past two years.

### **M.3.3 Project Overview and Description (30 Point Maximum)**

M.3.3.1 Address the Scope of Work and describe how your solution will address each element. This section of your Proposal should follow the organizational structure and order of the Scope of Work. However, it is not required to provide a separate narrative description for every sub-category in the Scope of Work. Offerors must include all items specifically identified in the Scope of Work (e.g., Draft PMP, Staffing Chart, etc.).

### **M.3.4 Work Plan and Timeline (15 Points Maximum)**

M.3.4.1 Offerors are required to provide a detailed work plan and timeline covering the Scope of Work. The timeline should be based on a full project plan and include all of the milestones and deliverables in the RFP.

M.3.4.2 The Offeror should provide a description of the major tasks to be performed and must utilize the milestones, requirements, and deliverables outlined in this RFP.

M.3.4.3 The Offeror should provide a work plan that details the tasks and activities, durations, dependencies, and resources based on the proposed approach and methodology, which will be executed to create the noted deliverables, complete the Contact Center D&I, and manage Contact Center operations.

**M.3.5 Price Proposal (20 Points Maximum)**

M.3.2.1 The price evaluation will be objective and will be evaluated separately from the technical proposal. The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{-----}} \times 15 = \text{Evaluated price score}$$

Price of proposal being evaluated

**M.3.3 RESERVED**

**M.4 EVALUATION OF OPTION YEARS**

M.4.1 The Authority will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the Authority to exercise them. The total Authority's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.5. RESERVED**

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the Authority if payment is made within the discount period specified by the Offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the Authority, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the check.