



DISTRICT OF COLUMBIA HEALTH BENEFIT EXCHANGE AUTHORITY (DCHBX) CONTRACT/AWARD

1. Contract Number DCHBX-2020-C-0001	2. Effective Date October 1, 2019	3. Requisition/Purchase Request/Project No.
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4. Name and Address of Contractor: Center for Study of Services 1625 K Street, NW 8th Floor Washington, DC 20006	5. Delivery Address: DC Health Benefit Exchange Authority 1225 "I" Street, NW, 4th Floor Washington, DC 20005
	6. Contractor shall submit all invoices to: Via electronic format through the DC Vendor Portal, https://vendorportal.dc.gov

7. Reserved for future use	8. Accounting and Appropriation Data
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9A. Item	9B. Supplies/Services	9C. Quantity	9D. Unit	9E. Unit Price	9F. Total
	Consulting Services- Consumer Checkbook- SEE SECTION B- PRICE SCHEDULE				\$697,000.00

Contracting Officer will Complete Item 10 or 11 as Applicable: Item 10 is Applicable

<input checked="" type="checkbox"/> 10. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	<input type="checkbox"/> 11. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) The Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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12A. Name and Title of Signer (Type or print) <i>Andrew Duff, Director of IT Coordination</i>	13A. Name of Contracting Officer Annie R. White
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12B. <i>Andy Duff</i> (Authorized Representative's Signature)	12C. Date 10/10/19	13B. District of Columbia <i>Annie R. White</i> (Contracting Officer's Signature)	13C. Date 10/10/2019
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SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The purpose of this project is to provide consumers of the DC Health Benefits Exchange (“DCHBX”) with decision support tools that will help them choose the health plans that best meet their needs and preferences. To accomplish this, Consumers’ Checkbook/Center for the Study of Services (“CHECKBOOK/CSS”) will provide DCHBX license to the CHECKBOOK Plan Comparison Tool (“Plan Match”) and All Provider Directory Tool (“Provider Directory”) for use by users of DCHBX.

B.2 This contract is a Fixed Price Contract

B.3 **PRICE SCHEDULE**

DESCRIPTION OF SERVICES	SERVICE AREAS	Base Contract Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
		Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
		10/1/2019-9/30/2020	10/1/2020-9/30/2021	10/1/2021-9/30/2022	10/1/2022-9/30/2023	10/1/2023-9/30/2024
		Fee	Fee	Fee	Fee	Fee
Plan Match License - IVL market	IVL	\$195,000	\$195,000	\$195,000	\$195,000	\$195,000
Plan Match License - SHOP market	SHOP	\$195,000	\$195,000	\$195,000	\$195,000	\$195,000
Standalone Doctor Directory Tool License & Plan Match Doctor Lookup functionality (DC Metro area)	IVL & SHOP	\$202,000	\$202,000	\$202,000	\$202,000	\$202,000
Expansion of Provider Directory to include Nationwide Provider Data (base fee)	IVL & SHOP	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Logged in browsing functionality - (Tool set up to receive and return information from/to DC Health Link)	IVL & SHOP	\$0	\$0	\$0	\$0	\$0
Formulary Lookup Component License	IVL & SHOP	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Dental Plan Comparison tool license	IVL	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Spanish Language version of tools	IVL & SHOP	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

Benefit Cost-Sharing Text Replacement Customization (Replace benefit cost-sharing descriptions of the SERFF templates with user-friendly descriptions)	IVL & SHOP	\$20,000	\$3,000	\$3,000	\$3,000	\$3,000
Hosting Fees						
Plan Match Hosting	IVL & SHOP	\$35,000	\$35,500	\$36,000	\$36,500	\$37,000
Standalone Doctor Directory Hosting	IVL & SHOP	\$32,000	\$32,400	\$32,800	\$33,200	\$33,600
Formulary Tool Hosting	IVL & SHOP	\$0 (included in Plan match hosting)	\$0 (included in Plan match hosting)	\$0 (included in Plan match hosting)	\$0 (included in Plan match hosting)	\$0 (included in Plan match hosting)
Miscellaneous Fees						
Expansion of Provider Directory - Additional Data Acquisition fees *Only required if carrier(s) are unable to directly provide nationwide data. **Pricing assumes that Checkbook/CSS will be required to acquire nationwide data for 1 (one) carrier.	IVL & SHOP	\$23,000	\$23,000	\$23,000	\$23,000	\$23,000
Enhancement - Modify Dental Plan Comparison Tool to incorporate Pediatric SADP Benefits	IVL	\$0	n/a	n/a	n/a	n/a
Incorporate Primary Care Provider (PCP) Selection Functionality in Plan Match (leveraging Provider Directory data).	IVL & SHOP	\$35,000	\$5,000	\$5,000	\$5,000	\$5,000
Enhancement - Redesign Plan Match Plan Detail Page	IVL & SHOP	n/a	n/a	\$10,000	n/a	n/a
Discounts						
Plan Match IVL & SHOP License bundle discount	IVL & SHOP	(\$75,000)	(\$75,000)	(\$75,000)	(\$75,000)	(\$75,000)
Mutli-tool bundle discount (Plan Match + Provider tool + Formulary + Dental Plan tool)	IVL & SHOP	(\$60,000)	(\$60,000)	(\$60,000)	(\$60,000)	(\$60,000)
Totals		\$697,000	\$650,900	\$661,800	\$652,700	\$653,600

SECTION C

SPECIFICATIONS/WORK STATEMENT

C.1 **SCOPE**

The District of Columbia Health Benefit Exchange Authority requires Consumers' CHECKBOOK/Center for the Study of Services to provide services and data that will assist the DC Exchange in giving consumers a tool that will help them compare the health plans available to them based on cost (premium plus out-of pocket) and providers.

C.2 **APPLICABLE DOCUMENTS**

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1	Federal Law	Affordable Care Act§1311 http://www.govtrack.us.congress/billtext.xpd?bill=h111-3590 ACA Summary http://www.govtrack.us.congress/billtext.xpd?bill=h111-3590&tab=summary	Most Recent
2	District Law	Health Benefit Exchange Authority Act of 2011 http://healthreform.dc.gov/DC/Health+Reform/About+Health+Reform+News+Room/HX+legislation	Most Recent
3	Website	District of Columbia Health Reform http://www.healthreform.dc.gov	Most Recent
4	Website	Health Benefit Exchange http://www.dchbc.com	Most Recent
5	Website	Accessing Health and Health Care in the District of Columbia Rand Corporation, Inc. Phase I http://www.rand.org/pubs/working_papers/WR534.html	Most Recent
6	Website	National Association of Insurance Commissioners http://www.naic.org/documents.committees_b_exchanges_adopted_health_benefits_exchanges/pdf	11-22-10

C.3 DEFINITIONS

These terms when used in this contract have the following meanings:

- C.3.1 **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 and was amended by the Health Care and Education Reconciliation Act on March 30, 2010. The name “Affordable Care Act” is used to refer to the final, amended version of the law. These laws include provisions for the establishment of state-based Health Insurance Exchange.
- C.3.2 **Center for Consumer Information and Insurance Oversight (CCIIO)** is the office within the U.S. Department of Human Services dedicated to helping the Department implement many of the provisions of the Affordable Care Act that address private health insurance including ensuring compliance with the new insurance market rules, such as the prohibition on rescissions and pre-existing condition exclusions for children that take effect this year. The 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.3.3 **Centers for Medicare & Medicaid Services (CMS)** is a federal agency within the United States Department of Health and Human Services (DHHS) that administer the Medicaid program and works in partnership with state government to administer Medicaid, the State Children’s Health Insurance Program (SCHIP or CHIP), 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 (more commonly referred to as nursing homes) through its survey and certification process, and clinical laboratory quality standards under the Clinical Laboratory Improvement Amendments.
- C.3.4 **DC Health Care Alliance (Alliance)** is a District of Columbia –funded program that provides community-based health care and medical services to District of Columbia residents ineligible for Medicaid with household incomes at or below 20 percent of the Federal Poverty level. The Program was established by the Health Care Privatization Amendment Act of 2001, effective July 12, 2001 (D.C. Law 14-8: D.C. Official Code § 7-1401 *et seq.*).
- C.3.5 **Department of Health Care Finance (DCHF)** is the District’s 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.3.6 **Department of Human Services (DHC)** is the District 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, and Refuge Cash Assistance.

- C.3.7 **Department of Insurance, Securities and Banking (DISB)** IS THE District agency responsible for regulating financial-service businesses in the District by administering insurance, securities and banking laws, rules and regulations. DISB's primary goal is to ensure that residents of the District of Columbia have access to a wide choice of insurance, securities and banking products and services, and residents are treated fairly by companies and individuals that provide the services.
- C.3.8 **District of Columbia Access System (DCAS)** is the new health and human services IT system that will provide all required functionality for the District's Health Benefit Exchange, as well as integrate eligibility and case management for all District health and human services program.
- C.3.9 **Employer-Sponsored or Group Insurance** refers to insurance which is issued to a group of usually no less than three (3) individuals, such as an employer, credit union, or trade association, and which provides coverage for individuals and sometimes their dependents.
- C.3.10 **Health Benefit Exchange (HBX)** is a new transparent and competitive insurance marketplace where individuals and small business can buy affordable and qualified health benefit plans. Exchanges will offer a choice of health plans that meet certain benefits and cost standards.
- C.3.11 **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 set 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 states.
- C.3.12 **Office of Health Care Ombudsman and Bill of Rights (OHCOBR)** is the program 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 OHCOBR is to ensure the safety and well-being of District consumers through advocacy, education and community outreach.

C.4 BACKGROUND AND PURPOSE

- C.4.1 Shortly after the enactment of the Patient Protection Affordable Care Act of 2010 (ACA), the District of Columbia initiated a multi-agency, coordinated effort to actively implement its provisions. In accordance with the ACA, the District enacted legislation in January 2012 to establish a qualified health benefit exchange (HBX). The District law is referred to as the Health Benefit Exchange Authority Establishment Act of 2011. The

law called for the appointment of a seven-member Health Benefit Exchange Board. The Board was sworn in on July 17, 2012 and is responsible for the implementation of the HBX in the District.

- C.4.2 In December 2012, the District became one of the first jurisdictions in the nation granted conditional approval to establish a District-based marketplace to facilitate the sale of private health insurance to eligible residents and small businesses. Since that time, the District has made significant progress in building an innovative web-based portal that will provide residents and employees with a one-stop market for a wide variety of insurance products that will allow side-by-side comparison of high-quality insurance plans and access to federal tax credits available to certain individuals, families, and small businesses to reduce the cost of coverage.
- C.4.3 On October 1, 2013, the District's HBX began enrolling District residents in a range of health care coverages. The mission of the DCHBX is to improve the health of District residents by creating an organized, transparent marketplace for the purchase of affordable, quality health coverage. This effort was designed to educate District residents and businesses about their rights and responsibilities under the health care law, the new coverage options available to them, the trained expert assistance available to them, and the ways in which they can enroll in a plan of their choice.
- C.4.4 By serving the nation's capital, the DC Health Benefit Exchange Authority has the potential to serve as a model for the country. Thanks to a history of innovative health coverage policies, including a robust Medicaid program, the District of Columbia boasts one of the lowest uninsured rates in the country. Establishment of a well-designed and functioning Health Benefit Exchange is a significant next step in that progress.
- C.4.5 The Contractor is expected to utilize existing and available research/data from a variety of sources through the DCHBX, consultants and researchers.

C.5 **REQUIREMENTS**

C.5.1 **Deliverable - Plan Match - Content Summary**

Plan Match is a web application that provides users with the following features related to Qualified Health Plans ('QHPs') offered on the DCHBX exchange:

1. Estimates of financial assistance available to users including:
 - a. Individual Marketplace: Medicaid Eligibility, Advanced Premium Tax Credit (APTC) eligibility, APTC amount, Cost-Share Reduction plan variant eligibility
 - b. Small Business Marketplace: Employer Contribution amount
2. Estimates of users' yearly costs (premium after subsidies, plus out-of-pocket costs for expenses not paid by the plan) with each available QHP.
 - a. Yearly cost estimates include estimates for an actuarial-estimated average year, a low-healthcare-usage year, and a high-healthcare-usage year.

- b. Estimates are calculated for individuals or families with characteristics like the user (same ages, family composition, and possibly other characteristics like self-reported health status and selected known high-cost procedures/conditions).
3. Information on whether users' named doctors are known to participate in available QHP provider networks.
4. Information on whether users' named prescription drugs are covered by the formularies of available QHPs, and the cost sharing benefit of named covered drugs under available QHPs.
5. Plan quality measures of each QHP, including summary measures and detailed categorized measures. Displaying the Centers for Medicare & Medicaid Services (CMS) Quality Rating System (QRS) quality measures is supported in the Plan Match tool.
6. Plan information of each QHP including, but not limited to, premiums, deductibles, maximum out of pocket amounts, copays and coinsurance amounts for specific services, and provider network information.
7. QHP Filtering Options including:
 - a. Metal Tier
 - b. Plan Type
 - c. Insurance Company
 - d. Doctor Participation (named providers)
 - e. RX Drug Coverage (named RX drugs)
 - f. Nationwide network (filter option to include only plans that have a nationwide provider network)
 - g. HSA eligible (filter option to include only plans that are HSA eligible)
 - h. Monthly Premium
 - i. Yearly Cost Estimate – Cost in an average year
 - j. Yearly Cost Estimate – Cost in a bad year
 - k. Deductible amount
 - l. Minimum Overall Quality Score
8. Seamless plan selection process. For users who access Plan Match from a logged in state of the DC Health Link enrollment environment, Plan Match allows users to select a QHP for enrollment. Upon selecting a QHP, Plan Match will return the user into the DC Health Link enrollment environment along with an identifier of the QHP (identifier will be consumable by the enrollment environment).
9. Seamless Primary Care Provider (PCP) selection process. For users who access Plan Match from a logged in state of the DC Health Link enrollment environment, Plan Match allows users the option of selecting a PCP that will be added to their QHP application (for applicable QHPs that require PCP selection, e.g. HMO and certain POS plans). Upon selecting an applicable QHP, Plan Match will provide an interface for users to search for PCPs available in the selected plan. The interface will

accommodate users who are searching for new PCPs and users who are existing patients of a PCP, using carrier supplied 'Accepting New Patient' data. Upon selecting a PCP, Plan match will return the user into the DC Health Link enrollment environment along with an identifier of the QHP and the identifier of the PCP (identifiers will be consumable by the enrollment environment).

C.5.2 Deliverable - Provider Directory - Content Summary

The Provider Directory is a web application that provides users with the following features related to doctors and QHPs offered on the DCHBX exchange:

1. Information on doctors including:
 - a. Name
 - b. Gender
 - c. Practice locations
 - d. Contact information
 - e. Specialty
 - f. Languages spoken
 - g. Hospital affiliations
 - h. The QHPs & provider network the doctor participates with
 - i. Panel status (whether the doctor is accepting new patients)
2. The ability to search for doctors based on criteria including:
 - a. Name
 - b. Location (zip code) & distance
 - c. Specialty
 - d. Gender
 - e. Insurance company
 - f. QHP
 - g. Languages spoken
 - h. Panel status (whether the doctor is accepting new patients)

To maximize performance, and supply users with appropriate information based on user needs, the Provider Directory will be split into two separate web applications:

1. DC Metro Provider Directory - containing providers in the DC metropolitan area
2. Nationwide Provider Directory - containing nationwide providers.

C.5.2.1 Deliverable – Dental Plan Comparison Tool

C.5.2.2 The Dental Plan Comparison Tool is a stand-alone tool that allows users to compare Stand-Alone Dental Plans (SADPs). The Dental Plan Comparison Tool presents plan information of each available Individual & Family Market SADP including, but not

limited to, premiums, deductibles, annual benefit maximums, waiting periods, and copays and coinsurance amounts for specific services.

C.5.2.3 CHECKBOOK/CSS shall incorporate both Adult and Pediatric benefits in the Dental Plan Comparison Tool. If requested by DCHBX, the tool will include messaging informing users that certain Pediatric Dental benefits are included when Children are covered by a Medical QHP.

C.5.3 Language Availability

C.5.3.1 The plan comparison and doctor directory tools will be provided in English and Spanish. Users will be able to toggle between English and Spanish at any time when using the tool. All site labels and static text will be translated to Spanish. All videos will be recorded in Spanish using a fluent Spanish speaker. By default, plan names will not be translated to preserve consistency with plan names listed in the DCHBX enrollment environment, however, upon request from DCHBX, plan names will be translated to Spanish. CHECKBOOK/CSS shall not translate SBCs, EOCs, or other external documents that the tool links to.

C.5.4 Training

C.5.4.1 The plan comparison and doctor directory tools are designed to be intuitive easy to use by experts and novices alike. CHECKBOOK/CSS shall, however, provide up to three training webinars for audiences of DCHBX's choosing (e.g., Navigators & Assisters, call center staff, etc.).

C.5.5 Plan Match Content and Hosting Assumptions

C.5.5.1 CHECKBOOK/CSS shall provide a cloud-hosted Application with disaster recovery ("DR") presence.

C.5.5.2 Maximum of 300,000 users per year (users to be identified through counting of CHECKBOOK/CSS anonymous, but unique, user cookie). Should usage exceed 300,000 users per year, additional server space will need to be brought online (see Pricing section for costs).

C.5.5.3 Fewer than 600 Qualified Health Plans (QHPs - to be identified by their 14-digit HIOS PlanID).

C.5.5.4 To facilitate actuarial cost modeling for each plan, DCHBX shall provide to CHECKBOOK/CSS all benefits and coverage information for plans participating in the DCHBX exchange (both Individual Market and SHOP) in SERFF, or equivalent, format. CHECKBOOK/CSS shall require all plan information at least forty-five (45) days prior to the go-live for the plan comparison tool in order to process all required information for deliverables to the DCHBX and maintain a twenty-one (21) day lead time for the

delivery by the DCHBX to CHECKBOOK/CSS of updated plan data prior to each update event, unless an alternate timeline is agreed to by DCHBX and CHECKBOOK/CSS.

- C.5.5.5 To facilitate accurate cost comparisons, DCHBX will provide to CHECKBOOK/CSS the premium rate data in SERFF, or equivalent, format for all QHPs offered by the DCHBX (both Individual Market and SHOP) at least 45 days prior to the go-live event and maintain a ten (10) day lead time for the delivery by the DCHBX to CHECKBOOK/CSS of updated premium rate data unless an alternate timeline is agreed to by DCHBX and CHECKBOOK/CSS.
- C.5.5.6 DCHBX will provide to CHECKBOOK/CSS CMS QRS data at least 30 days prior to the go-live for the plan comparison tool.
- C.5.5.7 DCHBX will provide to CHECKBOOK/CSS their Medicaid rules and any other special rules that might affect cost or plan eligibility for the user at least 60 days prior to go-live event, unless an alternate timeline is agreed to by DCHBX and CHECKBOOK/CSS.
- C.5.5.8 CHECKBOOK/CSS shall calculate Yearly Cost Estimates using its internally developed actuarial cost modeling methodology.
- C.5.5.9 CHECKBOOK/CSS shall provide a fully anonymous, standalone version of the plan comparison tool, accessibly to users who have no account with DCHBX, or who are not logged in.
- C.5.5.10 CHECKBOOK/CSS shall provide an integrated version of the Plan Match tool, accessible to users who have logged in to the DCHBX account. The DCHBX and CHECKBOOK/CSS Plan Match environments will exchange user-level variables in the integrated version of the tool to provide a more seamless experience to users. The integrated variable exchange will enable family profile information and financial assistance/employer contribution information to be prepopulated for users in the integrated version Plan Match; Users will see QHPs available to them, and the premium amounts will reflect the appropriate financial assistance/employer contribution amount available to the user. Plan selections and PCP selections made in Plan Match will be passed and “remembered” in the DCHBX enrollment environment. The identifiers passed to the DCHBX enrollment environment to identify PCPs will be based on identifiers included in provider data supplied by the carriers to CHECKBOOK/CSS (and/or its data aggregation partner).

- C.5.5.11 CHECKBOOK/CSS shall provide a “NAV mode” version of the tool that is designed for advanced users including Navigators, Assistants, Brokers, and other experts. NAV mode accommodates several additional financial assistance/eligibility scenarios. NAV mode will be accessible by an alternate URL.
- C.5.5.12 DCHBX will facilitate the tie-in of the Tool to the DCHBX website via redirect link, outbound link, modal, or I-Frame insertion of the CHECKBOOK/CSS tool in the appropriate locations on the DC Health Link website.
- C.5.5.13 End-users will primarily visit the DCHBX exchange site, and access the CHECKBOOK tool in one of the following ways:
- a. Individual Market – Users browse the tool anonymously without having logged-in to DCHBX
 - b. Individual Market – DCHBX will provide a user reference and then pass the appropriate variables to the CHECKBOOK/CSS tool in order to preserve user anonymity
 - c. SHOP Market - DCHBX will provide a user reference and then pass the appropriate variables to the CHECKBOOK/CSS tool in order to preserve both employer and employee anonymity.
- C.5.5.14 No changes to the core Tool are available to the DCHBX other than those described in Customization Assumptions. Changes other than those described in Customization Assumptions will be subject to negotiation between the parties.
- C.5.5.15 CHECKBOOK/CSS shall mutually cooperate with DCHBX IT staff to assist the IT staff’s efforts to integrate the Tool into the DCHBX web architecture by redirect link, outbound link, modal, or I-Frame method.
- C.5.6 Provider Directory Content and Hosting Assumptions**
- C.5.6.1 CHECKBOOK/CSS shall provide a cloud-hosted Application with disaster recovery ("DR") presence.
- C.5.6.2 Maximum of 300,000 users per year (users to be identified through counting of CHECKBOOK/CSS anonymous, but unique, user cookie). Should usage exceed 300,000 users per year, additional server space will need to be brought online (see Pricing section for costs).
- C.5.6.3 No more than 600 Qualified Health Plans (QHPs - to be identified by their 14-digit HIOS PlanID).
- C.5.6.4 No more than 5 distinct Health Insurance Carriers.

- C.5.6.5 The provider directory data will be compiled using data provided by health plans. The DC Exchange will require carriers to send CHECKBOOK/CSS (or CHECKBOOK/CSS's data aggregation partner) an updated data file in a CHECKBOOK/CSS-defined format quarterly, with appropriate lead-times as specified in the attached task list. If carriers do not provide provider data, CHECKBOOK/CSS shall attempt to find alternate sources of provider data. If health plans do not provide provider data, and CHECKBOOK/CSS is unable to acquire substitute provider network data from an alternate source, CHECKBOOK/CSS will work with DCHBX to include appropriate messaging within the Provider Directory and Plan Match tools to notify users of the missing provider data and which health insurance carriers/QHPs are affected.
- C.5.6.6 The provider directory will include doctors who are listed as an Allopathic or Osteopathic Physician in the CMS National Plan and Provider Enumeration System (NPPES) NPI directory.
- C.5.6.7 The DC Metro Provider Directory will include physicians that participate with at least one DC Exchange plan and that are located within 100 miles of D.C. zip code 20006 and/or within the regional geographic definition employed by the participating carriers.
- C.5.6.8 The Nationwide Provider Directory will include physicians that participate with at least one DC Exchange plan and that are located within the United States.
- C.5.6.9 CHECKBOOK/CSS shall update the DC Metro Provider Directory data monthly, assuming updated source provider network data is available.
- C.5.6.10 CHECKBOOK/CSS shall update the Nationwide Provider Directory data at least quarterly, assuming updated source provider network data is available.
- C.5.6.11 CHECKBOOK/CSS shall validate data from the carriers, and potentially add quality and descriptive information on each provider, using additional data sources, possibly including CMS NPPES NPI dataset, CMS's Physician Compare dataset, recognition programs of Bridges to Excellence if they are willing to provide (as they have routinely provided to CHECKBOOK/CSS). CHECKBOOK/CSS shall consider other sources if they can format high-quality data feeds reliably. CHECKBOOK/CSS shall use its data validation and data cleaning processes to improve the quality of the data supplied by carriers, but CHECKBOOK/CSS is not responsible for provider data inaccuracies, including but not limited to: Provider name, address information, contact information, network/QHP participation, panel status information, languages spoken, hospital affiliation, specialty information, or provider quality information.

C.5.6.12 The CHECKBOOK/CSS directory shall support specialty search for 50 or more medical specialties.

C.5.6.13 The CHECKBOOK/CSS provider directory website as described above allows the DC Exchange the options of presentation through external linking, IFRAME, or Modal mechanisms.

C.5.7 Customization Assumptions

C.5.7.1 CHECKBOOK/CSS Plan shall provide to the DCHBX the following customizations to the Plan Match and Provider Directory tools.

C.5.7.2 Branding and Color Palette - CHECKBOOK/CSS shall allow appropriate branding of the Tool by DCHBX through logo replacement and reasonable color palette adjustments to facilitate harmonious Tool presentation from the DCHBX exchange web environment.

C.5.7.3 Powered by Checkbook - Under the license requirements for use of the CHECKBOOK/CSS tool, tool branding must include the tag phrase "Powered by Consumers' CHECKBOOK/CSS."

C.5.7.4 Static Text Changes - CHECKBOOK/CSS shall allow changes to text throughout the tools. DCHBX will provide appropriate updated text for requested changes.

C.5.7.5 Benefit Cost-Sharing Text Replacement - CHECKBOOK/CSS shall incorporate logic into its data loading processes to replace standard SERFF template Benefit Cost-Sharing text with more user-friendly text. DCHBX will provide to CHECKBOOK/CSS with the appropriate language mapping requirements.

C.5.7.6 Plan Detail Display Redesign – CHECKBOOK/CSS shall work with DCHBX staff to update the Plan Match QHP Plan Detail page design to very closely resemble the upcoming redesigned Plan Detail page contained in the DCHBX enrollment environment. CHECKBOOK/CSS shall schedule the delivery of the Plan Match QHP Plan Detail page redesign to coincide with the launch date of the DCHBX enrollment environment Plan Detail page redesign (scheduled to occur in Fiscal Year 2022 [Option Year 2]).

C.5.7.7 Other modifications – Other than the modifications described in this SOW, modifications that alter the display template or style sheet used by CHECKBOOK/CSS for the tools are not included.

C.5.8 Service Level Agreement

CHECKBOOK/CSS Performance SLA

System Availability	The production Application and hardware shall be available 24 hours a day and 7 days a week, excluding the regular maintenance window, unless otherwise coordinated with Agency. This also applies to disaster recovery environments should they be used as a production environment. CHECKBOOK/CSS shall notify Agency at least 72 hours in advance of any other scheduled maintenance outside the regular maintenance window. The Agency’s prior approval is required for any scheduled maintenance outside the regular maintenance window. Any unplanned emergency maintenance shall be communicated to Agency within one (1) hour of the emergency event.
System Availability	The production and failover systems shall be available 99.9% of the time outside of agreed upon regular maintenance windows.
Online Response Time	<p>The response time of the online Application tools shall be within four (4) seconds* 95% of the time, including both peak and non-peak hours. The response time shall be calculated based on a point to point connectivity between the user and CHECKBOOK/CSS’s Application. CHECKBOOK/CSS cannot be held liable for slower response times due to architecture, infrastructure, and operating environments outside of its control such as, but not limited to, internet infrastructure issues or user computer environments.</p> <p>*The response time of the Nationwide Provider Directory tool shall be within six (6) seconds 95% of the time, including both peak and non-peak hours.</p>
Failover	The failover process shall be executed within ninety (90) minutes of the time when the production Application goes down and is unavailable.
Initial Incident Response	<p>CHECKBOOK/CSS shall respond to incidents within the following guidelines:</p> <ul style="list-style-type: none"> ● Low Priority - 3-4 Business Hours 85% ● Medium Priority – 1 Clock Hour 85% ● High Priority - 30 Clock Minutes 90% ● Critical Priority - 10 Clock Minutes 95% <p>Priority levels shall reflect industry standards for consumer-facing commercial online tools.</p>

Incident Resolution	CHECKBOOK/CSS shall, where feasible, resolve incidents within the following guidelines: <ul style="list-style-type: none"> • Low Priority - 6-8 Business Hours 90% • Medium Priority - 5 Clock Hours 90% • High Priority - 4 Clock Hours 90% • Critical Priority - 2 Clock Hours 90% Priority levels shall reflect industry standards for consumer-facing commercial online tools.
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C.5.9 Project Timeline

C.5.9.1 CHECKBOOK/CSS shall provide and maintain a project timeline that will be used for implementation of the Plan Match and Provider Directory tools.

C.5.9.2 CHECKBOOK/CSS shall update the project timeline throughout the project to capture agreed-upon updated tasks and task descriptions, updated meeting dates, updated resource assignments, updated milestone dates, etc. The project timeline will be designed to implement and launch the Plan Match and Provider Directory tools approximately 2-4 weeks prior to the start of the Open Enrollment period.

C.5.10 Payment Schedule

Service	Amount (%)	Amount (\$)	Paid at
Year 1			
CHECKBOOK/CSS Plan Match & Provider Directory License & Services Web Hosting and disaster recovery	45%	\$313,650.00	Contract Effective Date <i>Approx. date: 10/1/2019</i>
	55%	\$383,350.00	End of Open Enrollment Period <i>Approx. date: 2/1/2020</i>
Year 1 Total Cost: \$697,000.00			
Year 2			
CHECKBOOK/CSS Plan Match & Provider Directory License & Services Web Hosting and disaster recovery	45%	\$292,905.00	Project Year Effective Date <i>Approx. date: 10/1/2020</i>
	55%	\$357,995.00	End of Open Enrollment Period <i>Approx. date: 2/1/2021</i>
Year 2 Total Cost: \$650,900.00			
Year 3			

CHECKBOOK/CSS Plan Match & Provider Directory License & Services Web Hosting and disaster recovery	45%	\$297,810.00	Project Year Effective Date <i>Approx. date: 10/1/2021</i>
	55%	\$363,990.00	End of Open Enrollment Period <i>Approx. date: 2/1/2022</i>
Year 3 Total Cost: \$661,800.00			
Year 4			
CHECKBOOK/CSS Plan Match & Provider Directory License & Services Web Hosting and disaster recovery	45%	\$293,715.00	Project Year Effective Date <i>Approx. date: 10/1/2022</i>
	55%	\$358,985.00	End of Open Enrollment Period <i>Approx. date: 2/1/2023</i>
Year 4 Total Cost: \$652,700.00			
Year 5			
CHECKBOOK/CSS Plan Match & Provider Directory License & Services Web Hosting and disaster recovery	45%	\$294,120.00	Project Year Effective Date <i>Approx. date: 10/1/2023</i>
	55%	\$359,480.00	End of Open Enrollment Period <i>Approx. date: 2/1/2024</i>
Year 5 Total Cost: \$653,600.00			

SECTION D

PERIOD OF PERFORMANCE & DELIVERABLES

D.1 TERM OF CONTRACT

The term of the Contract shall be for one (1) year beginning October 1, 2019, as stated in the Letter Contract dated October 1, 2019, which is hereby merged with the Definitive Contract.

D.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

D.2.1 HBX may extend the term of this Contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that HBX 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 HBX to an extension. The exercise of an option is subject to the availability of funds. 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.

D.2.2 If HBX exercises an option, the extended Contract shall be considered to include this option provision.

D.2.3 The price for the option period shall be as specified in Section B of the Contract.

D.2.4 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

D.3 DELIVERABLES

D.3.1 The Contractor shall provide the following deliverables: Monthly analytical reports of decision support tool usage to the designated contract administrator, and any other Health Benefit Exchange personnel as determined necessary by the Contract Administrator.

D.3.2 The Contractor shall submit to HBX, as a deliverable, the report described in Section F.6.2 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement.

SECTION E CONTRACT ADMINISTRATION

E.1 CONTRACTING OFFICER

E.1.2 Contracts will be entered into and signed on behalf of HBX **only** by the designated Contracting Officer (CO), whose contact information is:

Annie R. White
Contracting Officer
DC Health Benefit Exchange Authority
1225 “I” Street, NW 4th Floor
Washington, DC 20005
202-741-0846
annie.white@dc.gov

E.1.3 The CO is the only person authorized to approve changes in any of the requirements of this Contract.

E.1.4 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 executed by the CO.

E.1.5 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 may be made in the contract price to cover any cost increase incurred as a result thereof.

E.2 CHANGES

E.2.1 The CO may, at any time, by written order (and without notice to the surety, if any), make changes in the Contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the Contract, or in the time required for performance, an equitable adjustment may be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that if the CO determines that the facts justify such action, the CO may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Section 36 (Disputes) of HBX Standard Contract Provisions 2016 (Attachment G.1).

E.2.2 HBX shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the Contract or subcontract, including work under an HBX-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this Contract, unless the CO:

- i. agrees with the Contractor, and if the subcontractor if applicable, on a price for the additional work;
- ii. obtains an allocation of funding to pay for the additional work;
- iii. makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
- iv. provides the Contractor with written notice of the funding allocation.

E.3 CONTRACT ADMINISTRATOR

E.3.1 The Contract Administrator (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 contact information for the CA is:

Luis Vasquez
Program Analyst, Plan Management Operations
DC Health Benefit Exchange Authority
1225 Eye Street, NW
Washington, DC 20005
luis.vasquez3@dc.gov

E.3.2 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:

- i. 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;
- ii. coordinating site entry for Contractor personnel, if applicable;
- iii. 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;
- iv. 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 HBX payment provisions (Section E.4); and
- v. maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices or vouchers.

E.3.3 The CA shall NOT have the authority to:

- i. award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
- ii. grant deviations from or waive any of the terms and conditions of the contract;
- iii. increase the dollar limit of the Contract or authorize work beyond the dollar limit of the Contract;
- iv. authorize the expenditure of funds by the Contractor;
- v. change the period of performance; or

vi. authorize the use of HBX property, except as specified under the Contract.

E.3.4 The Contractor shall 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 HBX, to take all corrective action necessitated by reason of the unauthorized changes.

E.4 INVOICE SUBMITTAL AND PAYMENT

E.4.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

E.4.2 The Contractor shall submit proper invoice(s) on a monthly basis or as otherwise specified in the Contract or task or delivery order.

E.4.3 To constitute a proper invoice, the Contractor shall enter all required information into the DC Vendor Portal after selecting the applicable purchase order number listed on the Contractor's profile.

E.4.4 HBX will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in the contract (or task or delivery order), for supplies delivered and accepted or services performed and accepted, less any discounts, allowances, or adjustments provided for in the Contract.

E.4.5 HBX will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

E.5 QUICK PAYMENT ACT

E.5.1 INTEREST PENALTIES TO CONTRACTORS

E.5.1.1 HBX will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, 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. No interest penalty shall be paid if payment for the completed delivery or service is made on or before the required payment date. The required payment date shall be the date on which payment is due under the terms of this Contract or not later than 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

E.5.1.2 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.

E.5.2 PAYMENTS TO SUBCONTRACTORS

In addition to subcontract provision required under Section 7(e) of HBX Standard Contract Provisions 2016 (Attachment G.1), the Contractor shall include in each subcontract under this

Contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

E.6 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

E.6.1 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 F.6.5.

E.6.2 HBX shall not make final payment to the Contractor until the HBX Chief Financial Officer has received the CO'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.

SECTION F CONTRACT CLAUSES

F.1 APPLICABILITY OF HBX STANDARD CONTRACT PROVISIONS

HBX Standard Contract Provisions 2016 (Attachment G.1) are incorporated in and made a part of this Contract in relevant part.

F.2. HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

F.2.1 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:

F.2.2 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.

F.2.3 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.

F.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. **2015-4281, Revision 14 dated 7/19/2019**, issued by the U.S. Department of Labor in accordance with the Service Contract Act,

41 U.S.C. § 351, *et seq.* The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise 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.

F.4 PREGNANT WORKERS FAIRNESS

F.4.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01, *et seq.* (PPWF Act).

F.4.2 The Contractor shall not:

- (a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
- (b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:
 - (1) Pay;
 - (2) Accumulated seniority and retirement;
 - (3) Benefits; and
 - (4) Other applicable service credits;
- (c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
- (d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;
- (e) Require an employee to take leave if a reasonable accommodation can be provided; or
- (f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

F.4.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act, to:

- (a) New employees at the commencement of employment;

- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

F.4.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

F.4.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

F.5 UNEMPLOYED ANTI-DISCRIMINATION

F.5.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361, *et seq.*

F.5.2 The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
 - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

F.5.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

F.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

F.6.1 For contracts for services in the amount of \$300,000 or more, 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).

F.6.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

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

F.6.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

- F.6.4 The Contractor agrees that at least 51% of the new employees hired to perform the Contract shall be District residents.
- F.6.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the Contract.
- F.6.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- F.6.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the Contract for each percentage by which the Contractor fails to meet its hiring requirements.
- F.6.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- F.6.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in in Section 36 (Disputes) of HBX Standard Contract Provisions 2016 (Attachment G.1).
- F.6.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

F.7 MANDATORY SUBCONTRACTING REQUIREMENTS

- F.7.1 For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- F.7.2 If there are insufficient SBEs to completely fulfill the requirement of paragraph F.7.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- F.7.3 A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections F.7.1.1 and F.7.1.2.
- F.7.4 Except as provided in F.7.1.5 and F.7.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE

prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- F.7.5 If the prime contractor is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, the CBE member of the certified joint venture shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. If the CBE member of the certified joint venture prime contractor performs less than 50% of the contracting effort, the certified joint venture shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- F.7.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- F.7.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

F.8 FAIR CRIMINAL RECORD SCREENING

- F.8.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this Section F.8). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- F.8.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- F.8.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- F.8.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- F.8.5 This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;
 - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
 - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
 - (d) To employers that employ less than 11 employees.

F.8.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the D.C. Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

F.9 EXCHANGE PRIVACY AND SECURITY COMPLIANCE

The Contractor shall comply in all respects with the Exchange Privacy and Security Compliance to this Contract in accordance with HBX SCP.

F.10 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor at its sole expense 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 Contracting Officer 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- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies other than Crime, Cyber Liability, and Professional Liability shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation, professional liability, Cyber liability, and Crime insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide

primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products/completed operations aggregate limit.

The vendor should be named as an additional insured on the applicable manufacturer’s/distributor’s Commercial General Liability policy using Insurance Services Office, Inc. (“ISO”) form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of 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 evidence satisfactory to the CO of 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover dishonest acts of the Contractor, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of \$100,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as, regulatory fines, and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and

\$10,000,000 in the annual aggregate, following the form and in excess of General Liability, Auto Liability, and Workers' Compensation liability policies. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. The insurance required under this paragraph shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The General Liability, Auto Liability, and Workers' Compensation insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

D. 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.**

E. 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.

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if 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. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. 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. Certificates of insurance must reference the corresponding HBX contract number. Evidence of insurance shall be submitted to:

Annie R. White
Contracting Officer
Health Benefit Exchange Authority
1225 ‘T’ Street, NW, 4th Floor
Washington, DC 20002
202/741-0846
Annie.white@dc.gov

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. 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.
- J. CARRIER RATINGS.** All Contractor’s and its subcontractors’ insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

SECTION G ATTACHMENTS

G.1 ATTACHMENTS

The following attachments are incorporated, either in whole, in relevant part, or by reference, and made a part of the Contract:

Attachment Number	Document
G.1	HBX Standard Contract Provisions 2016

G.2 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 or in relevant part) and made a part of the Contract in the following order of precedence:

- (1) Executed Letter Contract
- (2) Definitive Contract (DCHBX-2020-C-0001)
- (3) HBX Standard Contract Provisions 2016