

GOVERNMENT OF THE DISTRICT OF COLUMBIA



May 18, 2022

Sent via email to: ericrubin@maximus.com

Eric Rubin
President, Health South
Maximus US Services, Inc.
1891 Metro Center Drive
Reston, VA 20190

RE: Notice of Contract Award
Contract No.: DCHBX-2023-C-0001
Call Center Services

Dear Mr. Rubin,

Enclosed for your records is a fully executed copy of the above-referenced contract. This contract including all documents incorporated by reference shall constitute this award.

The Contract Administrator (CA) and your primary point of contact is:

Alison Muse
Health Benefit Exchange Authority
1225 I Street, NW 4th Floor
Washington, DC 20005
202-317-0280 (cell)
alison.muse@dc.gov

Thank you for your participation in this procurement and we welcome your continued interest in future contracting opportunities with the District of Columbia Government. Should you have any questions or concerns regarding this letter, feel free to contact me at 202-741-0846 or at Kenneth.Wallington@dc.gov.


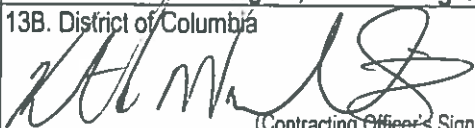
Sincerely,

A handwritten signature in black ink, appearing to read "K Wallington", is written over the word "Sincerely,".

Kenneth Wallington
Contracting Officer



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

1. Contract Number DCHBX-2023-C-0001		2. Effective Date October 1, 2022		3. Requisition/Purchase Request/Project No. Page 1 of 57	
4. Name and Address of Contractor: Maximus US Services, Inc. 1891 Metro Center Drive Reston, VA 20190 703-251-8500 Attn: Eric Rubin			5. Delivery Address: DC Health Benefit Exchange Authority (HBX) 1225 "I" Street, NW 4th Floor Washington, DC 20005		
			6. Contractor shall submit all invoices to: Electronically via the DC Vendor Portal: https://vendorportal.dc.gov		
7. Reserved for future use			8. Accounting and Appropriation Data		
9A. Item	9B. Supplies/Services	9C. Quantity	9D. Unit	9E. Unit Price	9F. Total
	Call Center Services- SEE SECTION B- PRICE SCHEDULE				\$3,435,708.66
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.		
12A. Name and Title of Signer (Type or print) Kaila Iglehart - Director, Contracts			13A. Name of Contracting Officer Kenneth Wallington, Contracting Officer		
12B.  (Authorized Representative's Signature)	12C. Date 04/19/2022	13B. District of Columbia  (Contracting Officer's Signature)	13C. Date 5/19/2022		



SECTION B PRICE SCHEDULE/SCENARIOS

B.1 The District of Columbia Health Benefit Exchange Authority (HBX) is seeking a contractor to staff and train customer service representatives and supporting staff to operate a contact center. The contact center supports consumers who are applying for and enrolling into health coverage through the District's Marketplace, DC Health Link.

B.1.1 HBX will consider up to two contract awards as a result of this solicitation.

Specifically, HBX may award one Offeror the contract to operate and manage the Individual Marketplace (IVL) contact center and award another Offeror the contract to operate and manage the Small Business Marketplace (SHOP) contact center.

Offerors may submit proposals for IVL only and/or SHOP.

Offeror must submit complete Pricing Schedules for the separate markets, to evaluate their proposals for operating and managing IVL only and SHOP only.

For evaluation purposes lowest price will be determined by lowest price of each task **Scenario I Low Volume**. The transition period will not be included in determining the lowest price proposal.

HBX may make awards to the highest overall technical and price score of each task.

B.2 HBX contemplates award of up to two single fixed price contracts.

B.3 PRICE SCHEDULE

The price schedule will include a transition period and 2 Tasks [Task 1 Individual Marketplace (IVL) and Task 2 Small Business Marketplace (SHOP):

- Task 1
 - Task 1a operation and maintenance with staff and volume described in sections C.2.2.3 and C 5.8. Include three bilingual (Spanish and English) CSRs.
- Task 2
 - Task 2a operation and maintenance with staff and volume described in sections C.2.2.3 and C. 5.8. Include two DC SHOP bilingual (Spanish and English) CSRs.
 - Task 2b MA SHOP five (5) CSRs November-April and three (3) CSRs May-October CSR staffing model only.

B.3.1 Base Year: October 1, 2022- September 30, 2023

Contract Line Item No. (CLIN)	Item Description	Scenario I- Low Volume: Up to 75,000 (Annually) 6,250 (Monthly)	Scenario II- Medium Volume: 75,001 to 150,000 (Annually) 6,251 to 12,500(Monthly)	Scenario III- High Volume: (Not to Exceed) 150,001 to 225,000 (Annually) 12,501-112,500 (Monthly)
Task 01: Individual Market Unassisted Assisted QHP/ Unassisted QHP (IVL)				
1a	Operations & Management	\$1,551,506.50	\$2,830,238.41	\$4,299,403.77
Task 1 Totals		Scenario I \$1,551,506.50	Scenario II \$2,830,238.41	Scenario II \$4,299,403.77
Contract Line Item No. (CLIN)	Item Description	Scenario I- Low Volume: Up to 75,000 (Annually) 6,250 (Monthly)	Scenario II- Medium Volume: 75,001- 150,000 (Annually) 6,251- 12,500 (Monthly)	Scenario III- High Volume: (Not to Exceed) 150,001 to 225,000 (Annually) 12,501- 112,500 (Monthly)
Task 02: Small Business Marketplace (SHOP)				
2a	DC Operations & Management	\$1,535,087.68	\$3,591,086.73	\$5,750,381.53
**2b	MA SHOP	\$349,114.48	\$349,114.48	\$349,114.48
*Task 2 Grand Totals		Scenario I \$1,884,202.16	Scenario II \$3,940,201.21	Scenario III \$6,099,496.01

*For each scenario grand totals shall include tasks 2a AND 2b

DCHBX-2023-C-0001
 HBX Call Center Services

*2b MA SHOP													
Month	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sept 23	Grand Total 2b
Number of CSRs	3	5	5	5	5	5	5	3	3	3	3	3	
Hours per Month/CSR	160	160	176	152	152	184	160	168	176	160	186	168	
Rate per Month/CSR	\$7,273.22	\$7,273.22	\$7,273.22	\$7,273.22	\$7,273.22	\$7,273.22	\$7,273.22	\$7,273.22	\$7,273.22	\$7,273.22	\$7,273.22	\$7,273.22	
Cost per Month Total CSRs	\$21,819.66	\$36,366.09	\$36,366.09	\$36,366.09	\$36,366.09	\$36,366.09	\$36,366.09	\$21,819.66	\$21,819.66	\$21,819.66	\$21,819.66	\$21,819.66	\$349,114.48

****Use this chart to provide pricing for CLIN 2b. For each scenario total pricing for 2b shall be added to the grand total for pricing for Task 2.**

B.3.2 Option Year One (1) - October, 2023 through September 30, 2024

Contract Line Item No. (CLIN)	Item Description	Scenario I- Low Volume: Up to 75,000 (Annually) 6,250 (Monthly)	Scenario II- Medium Volume: 75,001- 150,000 (Annually) 6,251 to 12,500 (Monthly)	Scenario III- High Volume: (Not to Exceed) 150,001-225,000 (Annually) 12,501-112,500 (Monthly)
Task 01: Individual Market Unassisted Assisted QHP/ Unassisted QHP (IVL)				
1a	Operations & Management	\$1,582,537.78	\$2,869,791.83	\$4,377,900.41
Task 1 Totals		Scenario I \$1,582,537.78	Scenario II \$2,869,791.83	Scenario III \$4,377,900.41
Contract Line Item No. (CLIN)	Item Description	Scenario I- Low Volume: Up to 75,000 (Annually) 6,250 (Monthly)	Scenario II- Medium Volume: 75,001 to 150,000 (Annually) 6,251- 12,500 (Monthly)	Scenario III- High Volume: (Not to Exceed) 150,000- 225,000 (Annually) 12,501-112,500 (Monthly)
Task 02: Small Business Marketplace (SHOP)				
2a	DC Operations & Management	\$1,550,389.02	\$3,643,222.28	\$5,847,968.74
**2b	MA SHOP	\$359,587.92	\$359,587.92	\$359,587.92
*Task 2 Grand Totals		Scenario I \$1,909,976.94	Scenario II \$4,002,810.20	Scenario III \$6,207,556.66

*For each scenario grand totals shall include tasks 2a AND 2b

*2b MA SHOP													
Month	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sept 24	Grand Total 2b
Number of CSRs	3	5	5	5	5	5	5	3	3	3	3	3	
Hours per Month/CSR	160	160	176	152	152	184	160	168	176	160	186	168	
Rate per Month/CSR	\$7,491.41	\$7,491.41	\$7,491.41	\$7,491.41	\$7,491.41	\$7,491.41	\$7,491.41	\$7,491.41	\$7,491.41	\$7,491.41	\$7,491.41	\$7,491.41	
Cost per Month Total CSRs	\$22,474.24	\$37,457.07	\$37,457.07	\$37,457.07	\$37,457.07	\$37,457.07	\$37,457.07	\$22,474.24	\$22,474.24	\$22,474.24	\$22,474.24	\$22,474.24	\$359,587.92

****Use this chart to provide pricing for CLIN 2b. For each scenario total pricing for 2b shall be added to the grand total for pricing for Task 2.**

B.3.3 Option Year Two (2) – October 1, 2024 through September 30, 2025

Contract Line Item No. (CLIN)	Item Description	Scenario I- Low Volume: Up to 75,000 (Annually) 6,250 (Monthly)	Scenario II- Medium Volume: 75,001- 150,000 (Annually) 6,251- 12,500 (Monthly)	Scenario III- High Volume: (Not to Exceed) 150,001- 225,000 (Annually) 12,501-112,500 (Monthly)
Task 01: Individual Market Unassisted Assisted QHP/ Unassisted QHP (IVL)				
1a	Operations & Management	\$1,606,364.09	\$2,918,153.46	\$4,433,424.90
Task 1 Totals		\$1,606,364.09	\$2,918,153.46	\$4,433,424.90
Contract Line Item No. (CLIN)	Item Description	Scenario I- Low Volume: Up to 75,000 (Annually) 6,250 (Monthly)	Scenario II- Medium Volume: 75,001- 150,000 (Annually) 6,251- 12,500 (Monthly)	Scenario III- High Volume: (Not to Exceed) 150,001-225,000 (Annually) 12,501- 112,500 (Monthly)
Task 02: Small Business Marketplace (SHOP)				
2a	DC Operations & Management	\$1,584,375.30	\$3,709,979.60	\$5,947,797.02
**2b	MA SHOP	\$368,577.62	\$368,577.62	\$368,577.62
*Task 2 Grand Totals		<u>\$1,952,952.92</u>	<u>\$4,078,557.22</u>	<u>\$6,316,374.63</u>

*For each scenario grand totals shall include tasks 2a AND 2b

*2b MA SHOP													
Month	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sept 25	Grand Total 2b
Number of CSRs	3	5	5	5	5	5	5	3	3	3	3	3	
Hours per Month/ CSR	160	160	176	152	152	184	160	168	176	160	186	168	
Rate per Month/ CSR	\$7,678.70	\$7,678.70	\$7,678.70	\$7,678.70	\$7,678.70	\$7,678.70	\$7,678.70	\$7,678.70	\$7,678.70	\$7,678.70	\$7,678.70	\$7,678.70	
Cost per Month Total CSRs	\$23,036.10	\$38,939.50	\$38,939.50	\$38,939.50	\$38,939.50	\$38,939.50	\$38,939.50	\$23,036.10	\$23,036.10	\$23,036.10	\$23,036.10	\$23,036.10	

****Use this chart to provide pricing for CLIN 2b. For each scenario total pricing for 2b shall be added to the grand total for pricing for Task 2.**

B.3.4 Option Year Three (3) – October 1, 2025 through September 30, 2026

Contract Line Item No. (CLIN)	Item Description	Scenario I- Low Volume: Up to 75,00 (Annually) 6,250 (Monthly)	Scenario II- Medium Volume: 75,001- 150,000 (Annually) 6,251-12,500 (Monthly)	Scenario III- High Volume: (Not to Exceed) 150,001- 225,000 (Annually) 12,501-112,500 (Monthly)
Task 01: Individual Market Unassisted Assisted QHP/ Unassisted QHP (IVL)				
1a	Operations & Management	\$1,663,609.65	\$3,014,487.92	\$4,602,084.42
Task 1 Totals		\$1,663,609.65	\$3,014,487.92	\$4,602,084.42
Contract Line Item No. (CLIN)	Item Description	Scenario I- Low Volume: Up to 75,000 (Annually) 6,250 (Monthly)	Scenario II- Medium Volume: 75,001- 150,000 (Annually) 6,251- 12,500 (Monthly)	Scenario III- High Volume: (Not to Exceed) 150,001 to 225,000 (Annually) 12,501-112,500 (Monthly)
Task 02: Small Business Marketplace (SHOP)				
2a	DC Operations & Management	\$1,633,774.56	\$3,848,904.08	\$6,184,999.91
**2b	MA SHOP	\$375,949.17	\$375,949.17	\$375,949.17
*Task 2 Grand Totals		<u>\$2,009,723.73</u>	<u>\$4,224,853.25</u>	<u>\$6,560,949.08</u>

***For each scenario grand totals shall include tasks 2a AND 2b**

*2b MA SHOP													
Month	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26	Sept 26	Grand Total 2b
Number of CSRs	3	5	5	5	5	5	5	3	3	3	3	3	
Hours per Month/ CSR	160	160	176	152	152	184	160	168	176	160	186	168	
Rate per Month/ CSR	\$7,832.27	\$7,832.27	\$7,832.27	\$7,832.27	\$7,832.27	\$7,832.27	\$7,832.27	\$7,832.27	\$7,832.27	\$7,832.27	\$7,832.27	\$7,832.27	
Cost per Month Total CSRs	\$23,496.82	\$39,161.37	\$39,161.37	\$39,161.37	\$39,161.37	\$39,161.37	\$39,161.37	\$23,496.82	\$23,496.82	\$23,496.82	\$23,496.82	\$23,496.82	

****Use this chart to provide pricing for CLIN 2b. For each scenario total pricing for 2b shall be added to the grand total for pricing for Task 2.**

B.3.5 Option Year Four (4) – October 1, 2026 through September 30, 2027

Contract Line Item No. (CLIN)	Item Description	Scenario I- Low Volume: Up to 75,000 (Annually) 6,250 (Monthly)	Scenario II- Medium Volume: 75,001-150,000 (Annually) 6,251- 12,500 (Monthly)	Scenario III- High Volume: (Not to Exceed) 150,001-225,000 (Annually) 12,501-112,500 (Monthly)
Task 01: Individual Market Unassisted Assisted QHP/ Unassisted QHP (IVL)				
1a	Operations & Management	\$1,646,887.23	\$3,000,162.90	\$4,539,175.83
Task 1 Totals		\$1,646,887.23	\$3,000,162.90	\$4,539,175.83
Contract Line Item No. (CLIN)	Item Description	Scenario I- Low Volume: Up to 75,000 (Annually) 6,250 (Monthly)	Scenario II- Medium Volume: 75,000- 150,000 (Annually) 6,251- 12,500 (Monthly)	Scenario III- High Volume: (Not to Exceed) 150,001-225,000 (Annually) 12,501-112,500 (Monthly)
Task 02: Small Business Marketplace (SHOP)				
2a	DC Operations & Management	\$1,655,290.54	\$3,888,032.64	\$6,242,459.30
**2b	MA SHOP	\$383,468.15	\$383,468.15	\$383,468.15
*Task 2 Grand Totals		<u>\$2,038,758.69</u>	<u>\$4,271,500.79</u>	<u>\$6,625,927.45</u>

*For each scenario grand total shall include tasks 2a AND 2b

*2b MA SHOP													
Month	Oct 26	Nov 26	Dec 26	Jan 27	Feb 27	Mar 27	Apr 27	May 26	Jun 27	Jul 27	Aug 27	Sept 27	Grand Total 2b
Number of CSRs	3	5	5	5	5	5	5	3	3	3	3	3	
Hours per Month/C SR	160	160	176	152	152	184	160	168	176	160	186	168	
Rate per Month/C SR	\$7,988.92	\$7,988.92	\$7,988.92	\$7,988.92	\$7,988.92	\$7,988.92	\$7,988.92	\$7,988.92	\$7,988.92	\$7,988.92	\$7,988.92	\$7,988.92	
Cost per Month	\$23,966.76	\$39,944.60	\$39,944.60	\$39,944.60	\$39,944.60	\$39,944.60	\$39,944.60	\$23,966.76	\$23,966.76	\$23,966.76	\$23,966.76	\$23,966.76	
Total CSRs													\$383,468.1

****Use this chart to provide pricing for CLIN 2b. For each scenario total pricing for 2b shall be added to the grand total for pricing for Task 2**

SECTION C - SCOPE OF WORK

C.1 SCOPE

The District of Columbia's Health Benefit Exchange Authority (HBX) seeks a Contractor(s) to operate and manage the District of Columbia Exchange Contact Center (ECC). The ECC was established in 2013 as a health and human services contact center under the Affordable Care Act. Having been in operation for eight years, the ECC provides District of Columbia consumers and small businesses and their employees with over the phone and web-based services for private health insurance. In addition, HBX has entered into a partnership agreement with the Massachusetts Health Connector (CCA) to serve Massachusetts small business customers through the same on-line platform (configured and customized to meet Massachusetts' needs) that it uses to serve DC small business customers.

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 put into place comprehensive health insurance reforms that holds insurance companies more accountable, lowers health care costs, guarantees more health care choices, and enhances the quality of health care for all Americans. The law provides greater access to quality affordable healthcare for all Americans. The ACA created new competitive health insurance markets—including the establishment of Health Insurance Exchanges—that provide millions of Americans and small businesses access to affordable coverage. While the 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 established HBX, defines its governance structure, specifies HBX's financial structure, and specifies HBX's duties and powers. Also, under this legislation, the District of Columbia established its own Exchange to be governed by HBX.

C.2.2 DISTRICT AGENCIES INVOLVED

C.2.2.1 The **Health Benefit Exchange Authority** (HBX) 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 HBX 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, affordable health care for all DC residents.

C.2.2.2 The Exchange is the "one-stop shop" where individuals, employers, employees, and brokers can research and purchase qualified health plans (QHPs). The Exchange began providing services to consumers on Oct. 1, 2013, when individuals and business owners were able to first enroll in insurance plans offered through the Exchange. HBX will oversee the operations of the ECC.

C.2.2.3 The following table shows the projected program covered lives for health insurance for HBX and CCA during the contract period. Note: for DC SHOP there are currently 5,295 business

groups and we anticipate that volume to remain consistent and for MA SHOP there are currently 1,918 small business groups and we anticipate an increase of about 200 groups each year for over 5 years.

Program	Base Year Population	Option Year 1	Option Year 2	Option Year 3	Option Year 4
IVL A/UQHP	15,600	15,600	15,600	15,600	15,600
DC SHOP	83,600	83,600	83,600	83,600	83,600
MA SHOP	10,300	11,300	13,300	14,300	15,300

CONTACT DESCRIPTION AND SCENARIOS

A contact includes inbound and outbound calls and emails, processing paper applications, and web chat.

	Scenario I – Low Volume	Scenario II – Medium Volume	Scenario III – High Volume
Total	Up to 75,000 (Annually)	75,001 to 150,000 (Annually)	(Not to Exceed) 150,001 to 225,000 (Annually)
Per Month	Up to 6,250 (Monthly)	6,251 to 12,500 (Monthly)	12,501 to 112,500 (Monthly)

C.2.2.4 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.2.2.5 The **Office of the Chief Technology Officer (OCTO)** is the central technology organization of the District of Columbia Government. OCTO develops, implements, and maintains the District’s technology infrastructure; develops and implements major enterprise applications; establishes and oversees technology policies and standards for the District; provides technology services and support for District agencies, and develops technology solutions to improve services to businesses, residents, and visitors in all areas of District government.

C.2.3 EXCHANGE CONTACT CENTER VISION

C.2.3.1 The vision of the ECC is to provide high quality customer service through telephone, web form, web chat, email, postal mail, SMS, and fax channels to health insurance customers, including individual market and employees and employers of small businesses.

C.2.3.2 HBX will procure a Contractor to staff and train consumer service representatives and to design 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.2.3.3 The objectives of the ECC include:

- Offering District of Columbia residents multiple channels of communication to receive assistance with applications and enrollment through DC Health Link (i.e., phone, email, web, mail, and fax);
- Addressing general inquiries about the Exchange;
- Assisting and resolving issues related to applications, eligibility determination and/or enrollment for the private health and/or dental insurance through the Exchange;
- In-taking applications over the phone for full cost qualified health plans (QHP) and lower premium (assisted) qualified health plans (AQHP);
- Referring individuals enrolling in QHPs to insurance carriers for escalated financial related issues;
- Assisting and resolving issues related to coverage offerings for employers, employees, and brokers for employer-sponsored health and/or dental insurance through the Exchange;
- Providing information and addressing inquiries regarding the SHOP Exchange, including assistance to small employers (50 or less employees), employees, and brokers;
- Referring individuals to consult with tax experts when presented with questions about tax-related issues (i.e. filing for premium tax credits), and escalating to HBX any requests to modify the IRS Form 1095-A produced by HBX;
- Providing outreach to customers for case updates and completion;
- Providing targeted outreach to customers;
- Documenting complaints;
- Taking requests for eligibility appeals and transmitting them to the Office of Administrative Hearings and the DHS Office of Administrative Review and Appeals;
- Supporting applicants with technical issues associated with the DC Health Link system;
- Documenting and escalating cases/inquiries that cannot be resolved at the ECC;
- Screening and accepting verification documentation through mail, fax, or email;
- Referring consumers to registered DC Health Link Assistants or Brokers, or sister agencies (i.e. DHS Contact Center, ESA service center) for assistance as needed.

C.3 DEFINITIONS

1225 Eye Street, NW, Washington, DC, 20005, is the address of the HBX headquarters. This facility is provided by the Government of the District of Columbia to be used to process back office work by ECC staff.

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 (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.3.2 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.3.3 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. Compensation and the oversight of this program is provided by Exchange staff.
- C.3.4 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.3.5 Brokers** are licensed under District law to sell health insurance through DC Health Link to individuals, families, small businesses, and their employees. Brokers have been trained by DC Health Link, can recommend plans or plan types, and perform activities on behalf of their clients as part of their professional licensing and training. There is no cost to use a Broker.
- C.3.6 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.3.7 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.3.8 Certified Application Counselors (CAC)** are designated organizations who help consumers by helping with DC Health Link eligibility determinations and/or enrollment into QHPs. CAC-designated organizations are not required to participate in outreach activities and receive no funding for their role.
- C.3.9 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.3.10 CSRs** are Customer Service Representatives in the ECC.
- C.3.11 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.3.12 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.3.13 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.3.14 DC Health Link System** is the information technology (IT) component of the Exchange. It will provide all the HBX integrated systems services including the web site on which people shop for insurance.
- C.3.15 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.3.16 Language Line** refers to Language Line Solutions, a company that provides interpretation services over the phone for all DC Government agencies.
- C.3.17 Limited English Proficient (LEP)** is an individual who does not use English as a primary language and who has a limited ability to speak, read, write, or understand English.
- C.3.18 Massachusetts Health Connector (CCA)** The Commonwealth Health Insurance Connector Authority (“Connector”), a corporate body and instrumentality of the Commonwealth of Massachusetts pursuant to M.G.L.A Chapter 176Q facilitates the availability, choice, and adoption of private health and dental insurance plans to eligible individuals and groups. The Connector serves individuals, employers, employees, brokers, navigators, and the general public. In addition to managing coverage for these populations, the Connector is charged with several policy and regulatory responsibilities related to state reform, including those associated with implementation of the Commonwealth’s adult health care coverage mandate.
- C.3.19 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.3.20 Navigators** are individuals who provide services to the public by assisting with the eligibility determination and/or enrollment into QHPs, on a non- commission basis. Navigator compensation and the oversight of the Navigator program is provided by Exchange staff.
- C.3.21 Non-English Proficient (NEP)** is an individual who does not speak, read, write, or understand English.
- C.3.22 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.3.23 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 aid 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.3.24 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.3.25 Small Business Health Options Program (SHOP)** 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.3.26 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

HBX developed an ecosystem of cloud-based tools to facilitate Exchange enrollment. The primary ECC systems are noted below:

- DC Health Link
- Website from which customers access the HBX eligibility and enrollment application called Enroll App. From EnrollApp customers can apply for health insurance in DC's individual and/or small employer markets; and apply for premium reductions for health insurance in the individual market. Customers also use Enroll App to shop and enroll into coverage. DC Small employers use Enroll App to apply to offer health benefits to their employees.
- Salesforce

- Customer relationship management tool used to track, triage, and report cases for consumers.
- Glue Database
 - The enrollment database for HBX used to transfer enrollment of 834 files to health insurance carriers. The database also stores response files sent by the health insurance carriers to HBX.
- Case Worker Portal
 - The administrative interface used by DCAS and DC HBX staff for customers who apply for various benefits offered by DC government, including Medicaid.
- Identity Access Management
 - The application where consumers both initially create their user accounts and log-in to the respective sub-systems on future visits. IAM is equipped to support Single Sign On (SSO).
- Contact Center as a Service tool (CCaaS)
 - HBX will implement a CCaaS solution to enhance the customer support experience by offering a seamless omnichannel support experience, modern and customizable Interactive Voice Response (IVR) capability, scalability as operational needs change.

C.4.2 HBX Provided Technologies

C.4.2.1 HBX will provide the technology stack for all staff. Technology stack will include the following equipment:

- (One) Laptop
- (Two) High-Definition LED Monitors
- (One) Docking Station
- (One) USB Headset
- (One) Keyboard (Wired or Wireless)
- (One) Mouse (Wired or Wireless)
- (One) High-Definition Webcam

C.4.2.1 The Contractor shall require that staff provide:

- One power strip
- One ethernet cable to accommodate distance from Modem/Router to workspace
- Desk in minimum 45 inches in width workspace
- At least 300MBps internet speed

C.4.3 Communications Capabilities

C.4.3.1 The Contractor shall use various communication mediums. These include communication capabilities such as CCaaS technologies, TTY/TDD; FAX; e-mail; HTML messaging; web form; web chat; US Postal Service and express mail services.

C.4.4 Data Security

The Contractor shall submit within 14 days of the contract being awarded; an illustrative data security plan designed for call center operations. This 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.
- Access Control User Roles of Staff. How is access limited to those with a business need.
- Authentication Mechanisms for systems used outside of solutions provided by HBX
- 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 Awareness training provided to staff, including Frequency of Training. The Contractor may cross-reference information contained in the Training Delivery Plan (as described in Section C.7.3).

C.4.4.1 The Contractor shall provide an applicable Data Security within 14 days of the contract being awarded to HBX for approval as noted in the selected Contractor's Operational Work Plan.

C.4.4.2 The Contractor shall monitor, periodically assess, and update its data security controls and related system risks to ensure the continued effectiveness of those controls in accordance with the standards required by this contract.

C.4.5 Disaster Recovery

C.4.5.1 A disaster recovery plan ensures the availability of mission-critical call center operations in the aftermath of a natural disaster, regional pandemic or labor-related disruptions resulting in staffing shortages. The Contractor shall submit evidence of a disaster recovery plan for call center operations that demonstrates the ability to timely staff the contact center at a level appropriate to support 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 operations of the Contact Center, which include the following:

C.5.1.1.1 The ECC shall receive and respond to inquiries from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday-Friday, and Saturday from 10:00am to 5:00pm (Saturday hours are through December 15 only) excluding Federal holidays and District government holidays (“standard hours”) during the open enrollment period (November 1-January 31). During deadline days there will be extended hours as needed. There may also be extended hours on Sundays and/or holidays in the days approaching deadlines. Outside of open enrollment the ECC will be open from 8:00 a.m. to 6:00 p.m. Eastern Time, Monday-Friday. Altering hours of operation are at the discretion of HBX. All staff will work 100 percent remote with the exception of back office work to be conducted onsite at 1225 Eye Street, NW, Washington, DC 20005.

C.5.1.1.2 The ECC shall comply with all requirements of the ACA and its related regulations. The ECC must be operational and ready to accept and address all contact channels, per section C.5.1.1.3, by October 1, 2022. Contractor shall work to refine and improve the ECC thereafter.

C.5.1.1.3 The ECC shall maintain a highly trained staff of Customer Service Representatives (CSRs) capable of handling phone, web chat, email, written correspondence, fax, and TDD/TTY. The Contractor shall consult with HBX if a change is needed for the ratio of supervisors to CSRs and Quality Analysts to CSRs as described in section C.5.8.

C.5.1.1.4 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.5.1.1.5 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”), low average abandonment rate, high customer satisfaction, and prompt turnaround times for all contact channels. See Attachment 1 for specific metrics to be tracked.

C.5.1.1.6 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.5.1.1.7 The ECC shall support integrated routing of all contact channel inquiries, in conjunction with CCaaS.

C.5.1.1.8 The Contractor shall provide services for phone calls in English and Spanish. The Contractor shall use real-time telephone interpreters for all other languages. The Contractor shall use the District’s translation contractor for translating written correspondence and materials as appropriate.

C.5.1.1.9 The Contractor shall 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. The Contractor shall be equipped and trained to communicate with the following special needs populations:

- Hearing Impaired/Speech Impaired
- Visually Impaired
- Limited English Proficiency (“LEP”)
- Low Literacy

C.5.1.1.10 The Contractor shall maintain communication with HBX-designated personnel and contractors to ensure that HBX maintains a high level of visibility into all operations.

C.5.1.1.11 The Contractor shall be proactive when notifying HBX of any developing situation that may impact operations, service to callers, or any other contractual issue.

C.5.1.1.12 The Contractor shall advise HBX, 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 HBX to address the risks and to identify mitigation strategies.

C.5.1.1.13 The Contractor shall use best practices, standards, and methodologies to provide individuals with quality service. HBX 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 certification.

C.5.2 Inquiry Types

C.5.2.1 The Contractor shall respond to consumer inquiries through all contact channels and perform activities including but not limited to the following topics:

C.5.2.1.1 Individual Marketplace:

- Qualified Health Plans (“QHPs”) – benefits and rates
- Requests for assistance with completing an application, including questions from
- Brokers and Assistors who are representing individuals and families
- Plan Terminations/Cancellations
- Special Enrollment Periods/Qualifying Life Events
- APTC & CSR programs
- Plan comparison
- Referrals/transfers for billing inquiries, collections, and reconciliation
- Referrals/transfers to issuers about renewals and dis-enrollments
- Referrals/transfers to Brokers and Assistors
- Appeals information
- Complaints
- 1095-A form questions
- Referrals/transfers to Medicaid for general and enrollment inquiries

- MAGI Medicaid eligibility – limited to screening and transfer during the base year

C.5.2.1.2 DC and CCA Small Business Marketplaces:

- Plan options – employee choice model
- Application processing
- Questions related to small business information and changes that impact eligibility and enrollment, including questions from Brokers representing small business owners
- Referrals/transfers for billing inquiries, collections and reconciliation
- Manual changes to enrollment and to group enrollment status
- Questions about enrollment, renewals, and terminations for small groups, employees and employees’ dependents
- Referrals to Brokers
- Referrals/transfers to health insurance companies about welcome packages, coverage, rates, renewal materials, benefits, and claims
- Appeals information
- Complaints

C.5.2.1.3 All Public Inquirers

- Transferring misdirected calls to sister agencies
- General DC Health Link and HBX information
- Technical assistance for using the Exchange website, web browser settings, operating system requirements

C.5.4 Contact Channels

C.5.4.1 The 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 the Contractor. HBX shall review and provide final approval of all templates. CSRs shall fully utilize templates and scripts 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, HBX regulations, 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. All templates, scripts, and other resources created by the Contractor shall be the sole property of HBX.

C.5.4.3 Proposals shall include sample templates, scripts, and other materials that the Contractor has prepared.

C.5.5 *Back Office Tasks*

C.5.5.1 Responsibilities include but are not limited to processing basic requests, returning calls and emails, and specific targeted outreach.

C.5.5.2 *Telephone and TDD/TTY Inquiries*

C.5.5.2.1 During standard hours, CSRs shall answer all inbound calls, emails, and web chat and provide complete outbound 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 (November 1 -January 31), the ECC may be open for extended hours for live calls.

C.5.5.2.2 The Contractor shall make outbound calls to support customer service needs. This may include notification of case resolution, acquiring additional information, during times when call wait times exceed acceptable customer service standards, or times when an outbound call may deflect multiple future inbound calls. If necessary, the Contractor shall recommend when outbound calls are needed.

C.5.5.3 *Written Letters and Fax*

C.5.5.3.1 HBX shall 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 1225 Eye Street location. The Contractor will be responsible for handling written correspondence.

C.5.5.3.2 The 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.5.5.3.3 The Contractor shall respond to written correspondence in the most appropriate contact channel—e.g., phone, letter, fax, email, web chat, etc.—depending on the nature of the inquiry.

C.5.5.3.4 The Contractor shall follow an HBX-approved undeliverable process.

C.5.5.3.5 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.

C.5.5.3.6 The Contractor shall describe written correspondence handling procedures in proposal.

C.5.5.4 *Email*

C.5.5.4.1 The Contractor shall provide responses to email, and ensure the accuracy, grammar, punctuation, professional appearance, readability, and completeness of the responses.

C.5.5.4.2 Where appropriate, Contractor may send emails with links to FAQs, forms, articles, instructions and/or other publications from the Exchange website (collectively, “Website

Content”). To ensure that Website Content is as helpful and useful as possible, Contractor shall provide regular feedback to HBX regarding the Website Content.

C.5.5.5 Web Chat

C.5.5.5.1 Contractor shall provide responses to web chat, and ensure the accuracy, grammar, punctuation, professional appearance, readability, and completeness of the responses.

C.5.5.5.2 Where appropriate, the Contractor shall include links to Website Content. To ensure that website content is as helpful and useful as possible, Contractor shall provide regular feedback to HBX regarding the Website Content and FAQs.

C.5.5.6 Complaints

All complaints about the District’s Exchange (HBX, the DC Health Link 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 The Contractor shall provide overall program management for the ECC and shall provide efficient organization, effective control systems, quality assurance and reporting procedures. The 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 Program Management shall be deemed effective if the following two conditions are met:

C.5.6.3 All metric goals in the Contract are being achieved monthly.

C.5.6.4 HBX leadership considers contractor’s reporting on program management to be clear, concise, and timely.

C.5.7 Project Management Plan

C.5.7.1 Contractor shall 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. Proposals shall include a draft PMP.

C.5.7.2 Transition Plan

The ECC transition period is expected to commence after the contract is awarded, on or about July 1st, 2022. This means the new Contractor must be operationally ready by October 1st, 2022. During this transition period:

- HBX, CCA, current Contractor, and new Contractor will meet to coordinate transition once contract is awarded.
- New Contractor shall lead and collaborate with current Contractor, HBX, and CCA to begin the work related to the transition period.
- Current Contractor transitions all training materials.
- New Contractor shall be able to immediately receive documents such as training materials from current Contractor.
- All new staff shall be trained and operationally ready for October 1st, 2022 (system, policy, procedure, security).
- All new staff has access to all necessary systems and hardware provided by new Contractor and HBX.

C.5.8 Staff Requirements

C.5.8.1 Customer Service Representatives

As a guide, HBX recommends that the Contractor shall provide approximately the following volume of Customer Service Representatives (CSRs) to accommodate peak and off-season volumes:

- IVL-only: approximately 10 to 20 CSRs
 - Includes 2 bilingual CSRs
- DC SHOP-only: approximately 10 to 20 CSRs
 - Includes 1 bilingual CSR
- MA SHOP-only: 5 CSRs November through April and 3 CSRs May through October.

The historical data provided in Attachment A003-C should be used to develop CSR staffing needs. To accurately develop CSR staffing needs, the Contractor should review the IVL historical call, email, and paper application data and then calculate the volume by reducing historical data by 40 to 45% (because our historical data includes Medicaid volume which is not in scope for the RFP). The historical data provided in Attachment A003-C does not reflect the 40-45% reduction for Medicaid.

The Contractor shall ensure that CSRs have the skills and experience necessary to meet the job requirements. CSRs with a healthcare background is desirable, specifically health insurance and/or an understanding of health policy and the Affordable Care Act.

The Contractor shall hire CSRs who:

- Have excellent verbal and vocal skills (proper grammar, tone, volume, 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 exceptional computer and technical skills
- Have strong problem solving and analytical skills, and handle complaints.
- 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 multitask call handling and maneuvering multiple systems
- Have the ability to handle challenging telephone and customer service situations
- Can provide assistance in a culturally and linguistically appropriate manner, to effectively handle the needs of customers

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

C.5.8.1.2 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 HBX whenever they believe they are receiving direction that deviates from the terms of the contract.

C.5.8.1.3 The Contractor shall identify additional Key Personnel that are necessary to fulfill the requirements of this Contract. Key Personnel required include:

- IVL and SHOP
 - One Project Manager
 - One Operations Manager
 - One Trainer
 - Two Supervisors
 - Two Quality Assurance Analysts
- IVL or SHOP only
 - One Project Manager
 - One Operations Manager
 - One Trainer
 - One Supervisor
 - Two Quality Assurance Analyst

C.5.8.1.4 The Contractor shall describe how it will handle the absence of any Key Personnel and whether one or more staff will back-up Key Personnel. HBX must approve the replacement of any Key Personnel. HBX must be notified when Key Personnel are out of the office for an extended period (more than two days). In these instances, the name and contact information of the backup must be provided to HBX prior to the absence of the Key Personnel. Key Personnel may be assigned to more than one functional task, but Contractors must specify what percentage of their time will be spent in what roles. Proposals shall identify the specific individuals who will serve as Key Personnel and attach copies of their resumes.

C.5.9 Position Descriptions

- *Operations Manager (1)*: Directs and coordinates ECC operations with direction from HBX and Project Manager. Position is responsible for improving performance, productivity, and efficiency through best practice implementation. Manages a team of supervisors, trainers, and other direct reports. Has content knowledge and experience working with health insurance exchanges. Five years of work-related experience minimum.
- *Trainer (1)*: Conducts training for ECC staff. Coordinates with HBX to update and manage training materials. Assesses knowledge of CSRs. Has content knowledge and experience working with health insurance exchanges. Five years of work-related experience minimum.
- *Quality Assurance Analyst (2)*: Assesses CSRs performance including calls, emails, and web chat. Has content knowledge and experience working with health insurance exchanges. At least one must be bilingual in Spanish and English. Five years of work-related experience minimum.
- *Supervisor (2)*: Oversees a team of CSRs. Monitors performance, productivity, and efficiency for team. Has content knowledge and experience working with health insurance exchanges. Five years of work-related experience minimum.

C.5.9.1 Project Manager

C.5.9.1.1 The Contractor shall provide a Project Manager responsible for managing and implementing Contract requirements. The Project Manager shall organize, direct, manage, and implement all project activities. The Project Manager shall interact with HBX 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.5.9.1.2 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. Seven years work-related experience.

C.5.10 Recruitment and Staffing

C.5.10.1 The Contractor shall actively recruit and retain qualified CSRs and support staff for all communication channels and provide preference for residents of the District of Columbia. The Contractor shall use best practices for CSR recruitment and retention to ensure high quality service and efficiency of operations. The Contractor shall follow the staffing levels provided in section C.5.9 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 the Contractor in its proposal and/or planning documents.

C.5.10.1.1 The Contractor shall create and continuously update a Staff Plan which should include 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. HBX may request access to this recruitment and retention plan at any time.

C.5.10.1.2 The Contractor shall staff the agreed upon number of CSRs to ensure forecasted volumes are handled according to the performance metrics and customer service standards established by HBX (see Attachment 1). 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 detail the amount of CSRs staffed per month. The amount of key personnel should remain the same throughout the contract.

C.5.11 Standard Operating Procedures

C.5.11.1.1 The Contractor shall develop standard operating procedures (“SOP”) specific to the Contact Center outlined in this RFP. HBX shall review and provide final approval of the SOPs. Contractor shall utilize an HBX- approved format for all SOPs and meet industry standards for documentation of operating procedures.

C.5.11.1.2 The 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.5.11.1.3 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. CCaaS CRM, etc.)
Document standard referral procedures for complex inquiries and other inquiries outside of the standard Contact Center scope.

C.5.11.1.4 The Contractor shall document interdependencies between technologies and Contractor functions to ensure that operations are seamless among multiple vendors.

C.5.11.1.5 The 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 HBX 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. The 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.5.12 Workforce Management and Forecasting

C.5.12.1 The 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. The 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 to accommodate these spikes. Contractor shall also develop a contingency plan to mitigate the impacts associated with contact volume fluctuations.

C.5.12.1.2 The Contractor shall be able to scale the ECC resources to meet client demands. The Contractor shall be able to adjust to provide substantial additional resources during open enrollment periods, and scale back during steady state periods. Proposals shall specifically discuss the steps that the Contractor will take to address these issues.

C.5.12.1.3 The Contractor shall monitor and oversee the call queues on a regular basis. The Contractor shall manage all call metrics outlined in Attachment 1. The Contractor shall track and monitor CSR adherence to the planned schedule.

C.5.12.1.4 The Contractor shall use HBX-provided technology-based solution to monitor workforce management.

C.5.12.1.5 The Contractor shall use a forecast for baseline workforce management and for planning purposes. The Contractor shall work with HBX to validate the forecast and propose revisions based on actual workloads and observed call trends monthly.

C.5.13 CSR Pilot Projects

C.5.13.1 The 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 ECC staff or CSRs and be presented to HBX for consideration.

C.5.13.2 The Contractor shall designate a project manager over any CSR pilot project and take responsibility for organizing, creating objectives, and compiling results. The Contractor shall ensure that feedback is obtained from the CSRs throughout the pilot project. The project manager shall also communicate and collaborate with HBX on the integration of the pilot project into the overall program. It shall be the responsibility of the project manager to ensure that there is sufficient diversity in the pilot work group to achieve realistic and fair results and meet objectives.

C.5.14 Communications

C.5.14.1 The Contractor's Key Personnel or designee shall be on-duty and available during business hours for coordination with HBX. The project manager and operations manager or qualified designee shall be available and accessible to discuss operational issues.

C.5.15 Operations Communications

C.5.15.1 Because of the highly visible nature of the ECC, HBX requires a high level of insight and communication into the day-to-day (or hour to-hour) operations. It is very important for the Contractor to be proactive in notifying HBX of any situation that may impact operations or service to callers even if it involves a limited period. Some examples include:

- 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.5.15.2 The Contractor shall work with HBX to designate a process for maintaining real-time communication on key operational impacts and to designate thresholds upon which alerts will be activated.

C.5.15.3 The Contractor shall identify and transmit to HBX 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 HBX.

C.5.15.4 The Contractor shall provide HBX with a Communication Plan for all functional areas updated on a regular basis. During D&I, the first version should be provided within 14 days 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 HBX to communicate with the correct individuals.

C.5.15.5 The Contractor shall efficiently and effectively communicate with all appropriate parties at HBX and other relevant sister agencies and contractors in a timely manner. To ensure operations are smooth and all areas are working together to provide quality service to individuals, Contractor shall collaborate across the functional areas.

C.5.16 Mandatory Operational Meetings

C.5.16.1 The Contractor shall provide appropriate representatives based on the meeting type to meet with HBX and/or other contractors’ representatives (via virtual platform or in person if requested by HBX) 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 HBX and its contractors. Mandatory meeting shall include but not limited to:

- Weekly Touch Base Meeting
- Monthly Contractor and HBX leadership Meeting
- Biweekly/Monthly Quality Assurance Meeting
- Biweekly/Monthly IVL and SHOP Team Meeting

C.5.17 Work from Home Agreement

C.5.17.1 The Contractor shall have a Work from Home Agreement for all employees, agents, and subcontractors under this contract. The Agreement shall detail the Contractor’s Work from Home Policy.

C.5.18 Coordination and Cooperation

C.5.18.1.1 Cooperation, coordination, and integration between HBX and its contractors are paramount. This may include other ECC operations contractors, as well as systems integrators, quality assurance, training, and network telecommunication contractors, among others. Contractor shall also communicate and coordinate with HBX staff. HBX may designate other contractors and other sister agency staff with which Contractor shall fully cooperate.

C.5.18.1.2 The Contractor will be a major user of the Exchange systems, applications, and platforms, to provide service to the consumer. Therefore, Contractor shall be the first to realize unplanned service interruptions. Contractor shall immediately notify HBX or the relevant contractors regarding any issues, problems, or outages related to any Exchange or Exchange systems or services.

C.5.18.1.3 While coordinating with all parties, the Contractor shall adhere to privacy and confidentiality standards set and communicated by the Federal Government and the Government of the District of Columbia.

C.5.19 Facilities

C.5.19.1 Back-Office Work Facility

C.5.19.1.1 The Contractor shall utilize the HBX provided facility at 1225 Eye Street, NW, Suite 400, Washington DC, 20005 to perform back-office duties such as copying/printing materials for the staff as needed.

C.5.20 Telecommunications and Technology Support

C.5.20.1 HBX shall provide telecommunications and technology support for desktop usage, desktop support, telecommunications and technology systems, voice and data network equipment, hardware and software support.

C.5.20.2 HBX shall provide technology support on the CCaaS solution and desktop support on all provided hardware.

C.5.21 Equipment Usage, Support, and Liability

C.5.21.1 All equipment and systems shall be configured for ECC staff day-1 use. HBX shall provide support for ECC staff to assist with equipment or systems issues.

C.5.21.2 The Contractor shall comply with hardware, software and other technology standards and rules provided by HBX.

C.5.21.3 The Contractor shall repair or replace any HBX property that is damaged by the Contractor, Contractor's employees, agents, subcontractors, or any other person acting for or by permission of the Contractor.

C.5.22 Voice and Data Networking

C.5.22.1 HBX shall provide necessary staff to maintain voice and data networking equipment and will be available, if necessary, to troubleshoot problems with HBX or other contractor staff.

C.5.22.2 HBX shall provide necessary telecommunications services to ensure interoperability between the voice network and premise-based systems.

C.5.23 Hardware and Software Support

C.5.23.1 The 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 HBX.

C.5.24 Customer Relationship Management

C.5.24.1 HBX shall provide a Customer Relationship Management (“CRM”) System. 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.

C.5.25 Interface with Exchange Systems

C.5.25.1 The Contact Center and its CSRs must also have the flexibility to integrate with other systems and databases related to the operation of HBX systems.

C.5.26 Data Analytics and Reporting Platform

C.5.26.1 HBX shall provide a ECC Data Analytics & Reporting Platform to serve as the central location for capturing and aggregating Contact Center data, to be utilized by the Contractor. These tools will be available for the vendor for day-to-day operations and periodic reporting purposes.

C.5.27 Security

C.5.27.1The Contractor shall submit a Systems Security Plan within 14 days after the contract is awarded for the ECC that defines the overall security plan of the Contact Center and that meets all standards set forth in applicable security and privacy regulations and associated guidance, including but not limited to:

- o The National Institute of Standards & Technology (“NIST”)
- o The Federal Information Management Act (“FISMA”)
- o The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)
- o CMS standards for privacy and security for non-exchange entities set forth in 45 C.F.R. 155.260(b)(3) and other CMS standards for privacy and security set forth in 45 C.F.R. 155.260(a)(1)-(6), (c), (d), (f) and (g). of HHS’s ACA guidance on privacy and security, including but not limited to MARS-E and multi-factor authentication.

The purpose of the systems security plan is to ensure the proper operations of the ECC and specify the controls and practices that need to be in place in order to best protect the ECC information, resources, stakeholders, and consumers from the adverse effects of mistakes, attacks, natural disasters or any other threat. This plan also ensures that the ECC security program adheres to the security and privacy regulations and authorities described above. Contractor shall monitor, periodically assess, and update its security controls and related

system risks to ensure the continued effectiveness of those controls in accordance with the standards required herein.

C.5.27.2 The Contractor shall comply with the requirements of 45 C.F.R. 155.260(b)(3) and shall document its compliance with CMS security requirements for the Contact Center by using the Minimum Acceptable Risk Standard for Exchange (MARS-E) suite as may be updated from time to time by CMS and maintain such documentation in the systems security profile as required.

C.5.27.3 The Contractor may be asked to participate in CMS audits, reviews, evaluations, tests, and assessments of contractor systems, processes, and facilities.

C.5.27.4 The Contractor shall inform HBX immediately of any material change in its administrative, technical, or operational environments under this contract.

C.5.27.5 To the extent that the Contractor subcontracts any of its obligations under this contract, Contractor shall bind any downstream entities to the same privacy and security standards and obligations to which Contract is subject under this contract.

C.5.28 Disaster Recovery Plan

C.5.28.1 The Contractor shall develop and implement a disaster recovery plan in the aftermath of a natural disaster, regional pandemic or labor-related disruptions resulting in staffing shortages that identifies and prioritizes recovery strategies. Contractor will be responsible for working with HBX and other contractors to maintain the 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 and staffing level will be restored or maintained under emergency situations
- 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 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

C.5.29 Incidents and Severity Levels

C.5.29.1 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.5.29.2 The Contractor’s POC shall be responsible for notifying the HBX Contract Administrator 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.5.29.3 The Contractor, with HBX 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.5.29.4 The Contractor shall immediately notify HBX in the event that it becomes aware of any inappropriate or unauthorized use or disclosure of Personally Identifiable Information (PII) or Personal Health Information (PHI), and of any instance where the PII or PHI is subpoenaed, copied or removed by anyone except an authorized representative of the Exchange.

The Contractor will notify the HBX Privacy Officer or designee immediately via e-mail and the CRM tool, of any known, potential, or suspected breach of security or privacy, including the loss or suspected loss of PII or PHI. The Contractor will promptly follow phone or e-mail notification with a detailed written explanation of the incident, to include the following: date and time of incident, specific contractor personnel involved in or knowledgeable about the incident, media or medium that contained the PII or PHI, origination and destination of PII or PHI, contractor unit and personnel involved, detailed description of PII or PHI, anticipated mitigation steps, and the name, address, phone, fax number, and e-mail of the individual who is responsible for any mitigation. The Exchange's Privacy Officer is:

Nikki Leon
Privacy Officer
DC Health Benefit Exchange Authority
1225 I St. NW, Suite 400
Washington, DC 20005
dchbx.privacy@dc.gov
(202) 679-4171

HBX may change the address for such communications by providing written notice of such change to the Contractor.

C.6 CONTENT MANAGEMENT

C.6.1 Content Management Overview

C.6.1.1 HBX 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. The 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 HBX-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 the 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 District provided information and develop content that is accurate, consistent and compliant with “plain language” format (see 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 HBX’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 HBX 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 HBX, the helpful contacts referral database, which provides the referral information for broker and partner referrals made by the CSRs and used by the Exchange websites.

C.6.2 Content Development

C.6.2.1 The Contractor shall work with HBX 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. The Contractor shall develop, update and maintain CSR scripting/content to effectively

and efficiently respond to customer inquiries for all contact channels. The Contractor shall provide content in an expeditious manner for unplanned critical situations and coordinate activities with other HBX and Medicaid contractors.

C.6.2.2 The 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 The 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 Content Management System provided by HBX.

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 CSRs and other staff are thoroughly trained on all ECC operational protocols and supporting software solutions. The Contractor shall develop and provide formal training plans and train staff prior to usage of HBX 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:

- HBX provided systems for the ECC, including the web-based front-end and back-office: The ability to use the computer-based tools (CRM tool, eligibility/enrollment plan comparison tool, calculator, etc.) 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 and Processes: Knowledge of relevant Exchange policy and HBX processes necessary to respond to both general and data-specific questions from the consumer.

C.7.1.2 Training roadmaps for all communications channels shall be created. At the direction of HBX, 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, the Contractor shall provide CSRs and Contact Center staff with instructional training regarding, but not limited to:

- CCaaS
- IVR
- Web portal
- Web chat
- Email
- Written correspondence

C.7.1.4 The Contractor shall provide virtual learning solution 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.

C.7.1.5 In addition to the training resources provided by the Contractor, HBX shall also institute training modules and certification requirements. At HBX's request, and at the Contractor's expense, the CSRs will be required to complete HBX's training modules and/or certification requirements.

C.7.2 Training Materials Development

C.7.2.1 The 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 CSRs, quality analysts, supervisors, other staff at the Contact Center, and other HBX approved users. The Contractor shall obtain access to and use HBX-provided systems (i.e. eligibility, enrollment, CRM tool, plan shopping, etc.) production and training environments 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 HBX shall 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 HBX web site. The Contractor shall include, in the training activities, initial and annual refresher privacy and security trainings on incident handling and response, HIPAA, and Federal Tax Information (FTI), and/or other topics as specified by HBX.

C.7.3 Training Delivery

C.7.3.1 The Contractor shall submit a Training Delivery Plan within 14 days of the contract being awarded to address the training of all CSRs and support staff, including required annual refresher trainings as described in Section C.7.1.5, for HBX 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, 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 The Contractor shall provide experienced instructors to deliver training to the CSRs. The 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. HBX may periodically participate in ongoing training and conduct CSR discussion groups to ensure that the material is delivered by the Trainer and received by the CSRs in an effective manner.

C.7.3.4 Real-time reviews will be conducted by HBX to identify potential changes to customer service scripts, Essential Job Training (“EJT”s), Training Alerts (“TA”s), 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 HBX.

C.7.4 Training Effectiveness and Continuous Improvement

C.7.4.1 The 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 HBX.

C.7.4.2 All Contractor-provided instructional programs will be evaluated through self-evaluation and by HBX 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 HBX when one of the operational or system teams detect, through independent evaluation, that the course material needs revision.

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

- Developing course completion surveys, and satisfaction surveys for all types of training. This shall include collecting and analyzing survey results.
- 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 provide a Quality Assurance Plan to specifically address how the Contractor intends to comply with each of these requirements:

- The 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 HBX to support the Contact Center Operation.
- The 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, the Contractor shall monitor progress for an agreed upon time to ensure use, document improvements and share successes with Exchange. The 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 The Contractor shall develop and implement an HBX-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 HBX.

C.8.2.2 HBX technology solution 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. The Contractor shall use the data analytics platform to improve overall call quality and customer satisfaction as well as CSR performance.

C.8.2.4 The 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 HBX, Contractor shall conduct test calls and report results to HBX.

C.8.3 Quality Monitoring of Communication Channels

C.8.3.1 The ECC shall use a Quality Call Monitoring (“QCM”) standard for all CSRs to ensure accurate, understandable, and consistent information for all interactions. The Contractor is responsible for monitoring and managing their CSRs to ensure their performance meets the quality standards set by HBX. The 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. The Contractor is responsible for proposing and implementing a quality- monitoring tool, which would be used to audit the ECC calls, email, and web chat communications to ensure that the Contact Center is meeting HBX-defined quality standards.

C.9 LANGUAGE INTERPRETATION SERVICES – REQUIREMENTS

C.9.1 Language Access Act

C.9.1.1 The District of Columbia Language Access Act of 2004, effective June 19, 2004 (D.C. Law 15-167; D.C. Official Code §§2-1931 et seq. (2012 Repl.) (“Language Access Act”), seeks to promote greater public access and participation in government services, programs, and activities by

providing equal access to programs and services to all persons living in, working in, or visiting the District of Columbia, regardless of their ability to speak English. The Contractor and its subcontractors shall comply with the Language Access Act of 2004 with respect to services provided under this agreement on behalf of the District and cooperate with processes established for training, collecting data and reporting encounters, and interpretation and translation.

C.9.2 Training

C.9.2.1 The Contractor shall provide training on Language Access Act requirements to all employees providing customer service to callers on behalf of the HBX and shall use training materials approved by the HBX.

C.9.3 Interpretation

C.9.3.1 The Contractor shall use Language Line to provide LEP/NEP callers with over-the-phone interpretation services as needed. HBX will provide access to Language Line. The Contractor may also use bilingual staff to provide interpretation services, provided the employee has obtained certification to provide oral interpretation services and Contractor maintains this documentation. Documentation of oral interpretation certification must be made available to HBX upon request.

C.9.4 Written Translation

C.9.4.1 CSRs handle inquiries through multiple channels that may require additional translation services including email, written correspondence, and fax. Contractor shall ensure consumers have access to HBX-provided translated vital documents sent through the email or written correspondence. Contractor shall require taglines to be included in the body of each email sent to consumers, regardless of LEP/NEP designation.

C.9.5 Data Reporting

C.9.5.1 The Contractor shall collect and report data to the Contract Administrator regarding certified bilingual staff encounters with LEP/NEP consumers. Data shall be submitted monthly in a format prescribed by the Contract Administrator.

C.9.6 Complaints

C.9.6.1 The Contractor shall ensure that CSRs provide Language Access Complaint Forms to persons wishing to file a complaint alleging a violation of the Language Access Act. The Contractor shall notify the Contract Administrator immediately of any Language Access Complaints.

C.10 REPORTING

C.10.1 In order to maintain effective communications, the Contractor shall ensure all necessary report deliverables are submitted to HBX in a timely manner.

C.10.2 The Contractor shall create a “Contact Center Dashboard,” which provides daily data, as defined by HBX, 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.10.3 Weekly Status Report

C.10.3.1 The Contractor shall provide a “Weekly Status Report” containing Call statistic SLAs (i.e. volume, AHT, wait times, abandonment rate, quality, staff headcount, top ten topics and trend analysis). The Contractor shall analyze and identify Contact Center trends and make recommendations for process improvements.

C.10.4 Monthly Forecast Report and Evaluation

C.10.4.1 The Contractor and HBX shall collaborate to produce a monthly forecast report, projecting call volumes based on experience and on known upcoming events such as open enrollment. Additionally, Contractor and HBX shall hold a monthly meeting to evaluate the last quarterly forecast against actual performance.

C.10.5 Quarterly Innovation and Improvement Report

C.10.5.1 The 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.10.5.2 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 HBX 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.10.5.3 The 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 HBX of any analyses or business process reviews prior to starting the work.

C.10.6 Monthly Content Report

C.10.6.1 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.10.7 Monthly Performance Metrics Report

C.10.7.1 The Contractor shall report monthly its actual performance levels for all metrics specified in Attachment 2. The “Monthly Performance Metrics Report” shall also describe Contractor’s performance with respect to additional performance metrics identified by HBX and/or Contractor. A list of minimum additional key performance metrics is included as Attachment 3.

C.10.8 System Performance Reporting

C.10.8.1 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 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 1.

C.11.1 Standard ECC performance metrics are desired in order to measure and manage the program effectively. Standard ECC 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.11.2 The Contractor shall report monthly its actual performance levels for all metrics specified in Attachment 1. The failure by Contractor to fully meet standards for two months post 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 2 identifies some specific deliverables and deadlines required by the Contract.

C.12.2 For written work product and reports, the Contractor shall work with HBX 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 HBX prior to completion. For such deliverables, Contractor should submit drafts to HBX for review and feedback prior to finalization. Contractor should assume 14 business days for HBX review and comment for draft deliverables. In the case of ongoing deliverable reporting, drafts must be delivered to HBX with sufficient lead time to allow HBX to review, and Contractor to implement, any changes.

C.13 HBX VACCINATION POLICY

C.13.1 The Contractor shall ensure their employees, agents, or subcontractors who are funded in whole or in part by HBX are fully vaccinated against COVID-19 or have been granted a medical or religious exemption by the Contractor.

C.13.2 The Contractor shall ensure all new employees, agents, or subcontractors who are funded in whole or in part by DCHBX have received a full course of vaccine or have been granted a valid medical or religious exemption by the Contractor prior to commencing services or activities under the contract.

C.13.3 The Contractor may exempt their employees, agents, or subcontractors only for a medical or religious reason. No other exemptions are allowed including but not limited to the option to undergo weekly COVID-19 testing in lieu of being vaccinated.

C.13.4 The Contractor shall manage, track, and document compliance with this Policy, including properly collecting and retaining adequate proof of vaccination status and documentation of valid medical or religious exemptions administered by the Contractor.

C.13.5 The Contractor shall provide documentation of compliance with this Policy to HBX when requested in writing by the HBX Contracting Officer. Such requests will be made by HBX periodically.

SECTION D - PERIOD OF PERFORMANCE AND DELIVERABLES

D.1 TERM OF CONTRACT

The term of the contract shall be one year from date of award.

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 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.

D.2.2 If HBX exercises this 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 the 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 See Attachment 2 – Revised Contract Deliverables. The Contractor shall submit to HBX, as a deliverable, the report described in section 14 of HBX Standard Contract Provisions 2016 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 14 (j) of HBX Standard Contract Provisions 2016.

D.4 ORDERING CLAUSE

D.4.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders, task orders, or purchase orders by the CO. Such orders may be issued during the term of this contract.

- D.4.2** All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and this contract, the contract shall control.
- D.4.3** Orders may be issued by facsimile or by electronic commerce methods.

SECTION E - CONTRACTING OFFICER AND CONTRACT ADMINISTRATOR

E.1 CONTRACTING OFFICER (“CO”)

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

Kenneth Wallington
Contracting Officer
DC Health Benefit Exchange Authority
1225 “I” Street, NW, Suite 400
Washington, DC 20005
Ph: (202) 679-5952
Email: Kenneth.wallington@dc.gov

E.2 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- E.2.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- E.2.2** 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.
- E.2.3** 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.

E.3 CONTRACT ADMINISTRATOR (“CA”)

- E.3.1** 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:
- E.3.1.1** 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;
- E.3.1.2** Coordinating site entry for Contractor personnel, if applicable;

E.3.1.3 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;

E.3.1.4 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 HBX payment provisions; and

E.3.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

E.3.2 The contact information of the CA is:

Alison Muse
Contract Administrator
DC Health Benefit Exchange Authority
1225 I Street, NW, Suite 400
Washington, DC 20005
alison.nelson@dc.gov
[202-317-0280](tel:202-317-0280)

E.3.3 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 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.

SECTION F - ATTACHMENTS AND OTHER TERMS AND CONDITIONS

F.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

F.1.1 HBX Standard Contract Provisions 2016 (Attachment G.2.1) are incorporated in and made a part of this Contract in relevant part. Provisions in Attachment G.2.1 that have been superseded are stricken (denoted using ~~strike through~~) and incorporated in current form in relevant sections of the Contract.

F.1.2 To obtain a copy of the HBXSCP 2016 go to <http://hbx.dc.gov/publication/dcpolicies-and-procedures>. Under the heading “Health Benefit Exchange Authority” click on “HBX Standard Contract Provisions March 24, 2016.”

F.1.3 FAMILIARIZATION WITH CONDITIONS

Contractor shall fully review this agreement and all attachments **including the HBX Standard Contract Provisions 2016 (See F.1.2)**, becoming acquainted with all available information regarding this contracting including the conditions under which the work is to be accomplished. Contractors 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.

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 22 dated 3/15/2022**, 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, 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 and F.7.2.

F.7.4 Except as provided in F.7.5 and 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 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 Addendum (Attachment G.3) to this Contract.

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 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- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements

applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) 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 and professional liability 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 effected 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 Contractor and subcontractors.

B. INSURANCE REQUIREMENTS

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.

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 paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$10,000,000 per occurrence or claim, \$10,000,000 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 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
5. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.

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 \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 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. Limits may not be shared with other lines of coverage.
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 all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage 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.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

The 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

- I. 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 contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia
Health Benefit Exchange Authority
And mailed to the attention of:
Kenneth Wallington, Contracting Officer
1225 I Street, NW 4th Floor Washington, DC 20005
(202) 741-0846
kenneth.wallington@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).

- J. 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.
- K. 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 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

G.2 ATTACHMENTS

The following attachments are incorporated and made part of the contract.

Attachment	Description
G.2.1	HBX Standard Contract Provisions
G.2.2	District of Columbia Health Benefit Exchange Authority COVID-19 Vaccination Policy for Contracts, Purchase Orders, and Grants, October 13, 2021; (and FAQs). Available at: https://hbx.dc.gov/publication/dchbx-policies-and-procedures
G.2.3	Exchange Privacy and Security Compliance
G.2.4	HIPPA Compliance Requirement
G.2.5	U.S Department of Labor Wage Determination No.: 2015-4281, Revision 22 dated 3/15/2022
G.2.6	Way to Work Amendment Act of 2022 Way to Work Amendment Act of 2022 - Living Wage Fact Sheet Agreement
G.2.7	Contract Deliverables
G.2.8	Key Performance Indicators for Performance Metrics Report