



6 Contract Number DCHBX-2024-C-0002		2. Effective Date October 1, 2023		3. Requisition/Purchase Request/Project No.		Page 1 of 35	
4. Name and Address of Contractor: NFP Health Services Administrators, LLC 135 Wood Road Braintree, MA 02184-2501				5. Delivery Address: DC Health Benefit Exchange Authority 1225 "I" Street, NW, 4 th Floor Washington, DC 20005			
				6. Contractor shall submit all invoices to: Via electronic format through the DC Vendor Portal, https://vendorportal.dc.gov			
7. Reserved for future use				8. Accounting and Appropriation Data			
9A. Item	9B. Supplies/Services	9C. Quantity	9D. Unit	9E. Unit Price	9F. Total		
	Premium Billing Services				NTE \$792,240		
Contracting Officer will Complete Item 10 or 11 as Applicable: Item 10 is Applicable							
(X) 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.)				() 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) MILHAËL McDonough				13A. Name of Contracting Officer Kenneth Wallington			
12B.  (Authorized Representative's Signature)	12C. Date 9/18/23		13B. District of Columbia  (Contracting Officer's Signature)		13C. Date 9/29/23		

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Health Benefit Exchange Authority ("HBX" or "Authority"), the agency that administers DC Health Link, requires NFP Health Services Administrator ("NFP" or "Contractor") to perform accounting functions as the premium billing provider for DC Health Link and its partner the Massachusetts Health Connector, the health care access and enrollment system for the small business marketplaces in the District of Columbia and Massachusetts. The Contractor will successfully maintain and operate a "Software as a Solution (SaaS)" that performs financial and account management functions related to premium invoicing, premium payment, premium allocation, refund advice, and remittance advice. The Contractor will also provide billing support to the District's customers via a toll-free helpline.

B.1.1 This contract is being awarded as authorized by DC Official Code 31-3171.04(a)(5) and 2-351.05(c)(22) and in accordance with DC Health Benefit Exchange Authority Contracting and Procurement Policies and Procedures, Section III A(4)(i)(h) – Exemption from Competitive Procurement Requirements.

B.2 This is a fixed-price contract.

B.3 PRICE SCHEDULE**B.3.1 Base Year**

Contract Line Item Number (CLIN)	Item Description	Unit of Measure	Quantity	Unit Cost	Total
0001	Premium billing services	Monthly	12	\$63,936.66	\$767,240.00
0002	IT Upgrade per section C.5.3.8			\$25,000	\$25,000.00
Grand Total for Base Year (Not-to-Exceed)					\$792,240.00

B.3.2 Option Year One (1)

Contract Line Item Number (CLIN)	Item Description	Unit of Measure	Quantity	Unit Cost	Total
1001	Premium billing services	Monthly	12	\$63,936.66	\$767,240.00
1002	IT Upgrade per section C.5.3.8			\$25,000	\$25,000.00

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Grand Total for Option Year 1 (Not-to-Exceed)	\$792,240.00
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B.3.3 Option Year Two (2)

Contract Line Item Number (CLIN)	Item Description	Unit of Measure	Quantity	Unit Cost	Total
2001	Premium billing services	Monthly	12	\$63,936.66	\$767,240.00
2002	IT Upgrade per section C.5.3.8			\$25,000	\$25,000.00
Grand Total for Option Year 2 (Not-to-Exceed)					\$792,240.00

B.3.4 Option Year Three (3)

Contract Line Item Number (CLIN)	Item Description	Unit of Measure	Quantity	Unit Cost	Total
3001	Premium billing services	Monthly	12	\$63,936.66	\$767,240.00
Grand Total for Option Year 3 (Not-to-Exceed)					\$767,240.00

B.3.5 Option Year Four (4)

Contract Line Item Number (CLIN)	Item Description	Unit of Measure	Quantity	Unit Cost	Total
4001	Premium billing services	Monthly	12	\$63,936.66	\$767,240.00
Grand Total for Option Year 4 (Not-to-Exceed)					\$767,240.00

SECTION C: SPECIFICATIONS/WORK STATEMENT**C.1 SCOPE**

The District of Columbia Health Benefit Exchange Authority ("HBX" or "Authority") requires the contractor to perform accounting functions as the Premium Billing Provider for DC Health Link and its partner the Massachusetts Health Connector, the health care access and enrollment system for the small business marketplaces in the District of Columbia and Massachusetts. The Contractor will successfully maintain and operate a "Software as a Service Solution (SaaS)" that performs financial and account management functions related to premium invoicing, premium payment, premium allocation, refund advice, and remittance advice. The Contractor will also provide billing support to the Authority's customers via a toll-free helpline.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	Federal Law	Affordable Care Act §1311 http://www.govtrack.us/congress/billtext.xpd?bill=h111-3590 ACA Summary http://www.govtrack.us/congress/billtext.xpd?bill=h111-3590&tab=summary	Most Recent
2	District Law	Health Benefit Exchange Authority Act of 2011 http://healthreform.dc.gov/DC/Health+Reform/About+Health+Reform+News+Room/HX+legislation	Most Recent
3	Website	Health Benefit Exchange http://www.dchealthlink.com	Most Recent
4	Website	Accessing Health and Health Care in the District of Columbia Rand Corporation, Inc. Phase I http://www.rand.org/pubs/working_papers/WR534.html	Most Recent
5	Website	National Association of Insurance Commissioners http://www.naic.org/documents/committees_b_exchanges_adop_ted_health_benefits_exchanges/pdf	11-22-10
6	Privacy and Security Addendum	Exchange Privacy and Security Compliance Addendum	9-2022 (or Most Recent, if updated)

C.3 DEFINITIONS

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

- C.3.1 Affordable Care Act (ACA)** is the comprehensive health care reform law enacted in March 2010. The law was enacted in two parts: The Patient Protection and Affordable Care Act was signed into law on March 23, 2010 and was amended by the Health Care and Education Reconciliation Act on March 30, 2010. The name "Affordable Care Act" is used to refer to the final, amended version of the law. These laws include provisions for the establishment of state-based Health Insurance Exchange.
- C.3.2 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.3.3 Brokers** are individuals and businesses who are licensed to sell health insurance to residents and small businesses in the District of Columbia.
- C.3.4 Center for Consumer Information and Insurance Oversight (CCIIO)** is the office within the U.S. Department of Human Services dedicated to helping the Department implement many of the provisions of the Affordable Care Act that address private health insurance including ensuring compliance with the new insurance market rules, such as the prohibition on rescissions and pre-existing condition exclusions for children that take effect this year. The CCIO 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.3.5 Centers for Medicare & Medicaid Services (CMS)** is a federal agency within the United States Department of Health and Human Services (DHHS) that administer the Medicaid program and works in partnership with state government to administer Medicaid, the State Children's Health Insurance Program (SCHIP or CHIP), and health insurance portability standards, in addition to these programs, CMS has other responsibilities, including the administrative simplification standards from the Health Insurance Portability and Accountability Act of 1996 (HIPAA), quality standards in long-term care facilities (more commonly referred to as nursing homes) through its survey and certification process, and clinical laboratory quality standards under the Clinical Laboratory Improvement Amendments.
- C.3.6 Department of Health Care Finance (DCHF)** is the District's agency responsible for administering publicly-financed medical assistance benefits, including Medicaid services under Title XIX, the Children's Health Insurance Program, the Immigrant Children's Health Program, and the DEC HealthCare Alliance.
- C.3.7 Department of Human Services (DHS)** is the District agency responsible for eligibility determination for a number of public benefit programs, including Medicaid, the DC Healthcare

Alliance, Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Child Care Subsidy, Burial Assistance, Emergency Rental Assistance, Interim Disability Assistance, and Refugee Cash Assistance.

- C.3.8 **Department of Insurance, Securities and Banking (DISB)** IS THE District agency responsible for regulating financial-service businesses in the District by administering insurance, securities and banking laws, rules and regulations. DISB's primary goal is to ensure that residents of the District of Columbia have access to a wide choice of insurance, securities and banking products and services, and residents are treated fairly by companies and individuals that provide the services.
- C.3.9 **Office of the 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.3.10 **Qualified Health Plan (QHP)** Under the Affordable Care Act, starting in 2014, an insurance plan that is certified by the 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.3.11 **SHOP** refers to the Small Business Health Options Program. Under the ACA, small business owners will be able to shop for health insurance plans to offer to their employees, through the Exchange. Employees, whose employers have selected SHOP plans, will be able to perform enrollment through the Exchange. In the District, small employers who purchase insurance for their employees will be required to do so through the Exchange.
- C.3.12 **U.S. Department of Health and Human Services (DHHS)** is the United States federal department that administers all federal programs dealing with health and welfare, including Medicaid and Health Insurance Exchanges.
- C.3.13 **Members** as defined in Contractor Services Administrator's proposal dated November 10, 2013, is any unique life covered by a plan on the Exchange.
- C.3.14 **HealthCare4ChildCare (HC4CC)** through DC Health Link provides free or lower premium health insurance to employees of child development centers and homes licensed by **Office of the State Superintendent of Education (OSSE)**.

C.4 BACKGROUND

C.4.1 Legislation

- C.4.1.1 On March 23, 2010, President Obama signed the Affordable Care Act (ACA) into law, which puts into place comprehensive health insurance reforms that will hold insurance companies more accountable, lower health care costs, guarantee more health care choices, and enhance the quality of health care for all Americans. The law is intended to provide greater access to quality affordable healthcare for all Americans. The ACA creates new competitive health insurance markets – including the establishment of Health Insurance Exchanges – that will provide millions of Americans and small businesses access to affordable coverage. While ACA provides States with significant latitude in how reform is ultimately implemented, it also sets forth expectations around consumer-mediated enrollment processes, system architecture and security, coordination among Medicaid, and other health and human services programs and plans offered through the Exchange.
- C.4.1.2 On January 17, 2012, Mayor Vincent C. Gray signed the Health Benefits Exchange Authority Establishment Act of 2011 (the Act). This legislation establishes the Authority defines its governance structure, specifies the Authority’s financial structure, and specifies the Authority’s duties and powers. Also, under this legislation, the District of Columbia established its own Exchange to be governed by the Authority.

C.4.2 Agencies Involved

- C.4.2.1 **The Health Benefit Exchange Authority (the Authority)** was established as a requirement of Section 3 of the Health Benefit Exchange Authority Establishment Act of 2011, effective March 3, 2012 (D.C. Law 19-0094). The mission of the Authority is to implement a health care exchange in the District of Columbia in accordance with the ACA, thereby ensuring access to quality and affordable health care to all DC residents.
- C.4.2.1.1 The Exchange is the “one-stop shop” where individuals and small business owners can research and purchase qualified health plans (QHP). The Exchange began providing services to consumers on October 1, 2013, when individuals and business owners could begin to enroll in insurance plans offered through the Exchange.
- C.4.2.2 **Department of Health Care Finance (DHCF** - formerly the Medical Assistance Administration under the Department of Health) was established on February 27, 2008, under the Department of Health Care Finance Act of 2007. DHCF is the District of Columbia’s state-wide Medicaid program. It provides health care services to low-income children, adults, the elderly and persons with disabilities, over 200,000 District of Columbia residents (nearly one-third of the total).
- C.4.2.4 **The Department of Insurance Securities and Banking (DISB)** is responsible for regulating insurance company activities in the District of Columbia. Part of their regulatory role is to provide services necessary to address complaints and appeals processes for insurance consumers.

- C.4.2.5** **The Commonwealth Health Insurance Connector Authority** is an independent public authority created to implement significant portions of the landmark health care reform legislation signed in 2006. Massachusetts was the first state in the nation in 2006 to implement a comprehensive healthcare reform law and the establishment of a new Marketplace: the Massachusetts Health Connector. The Connector assists qualified Massachusetts adult residents with the purchase of affordable healthcare coverage if they don't already have it. The Connector is an authority operated under the Executive Office for Administration and Finance and is overseen by an appointed Board of 10 public and private representatives. In 2017 the Authority and the Massachusetts Health Connector entered into a unique first-in-the-nation collaboration. Through this partnership, the Health Connector will use a separate branch of DC Health Link's existing online platform to improve available offerings to small businesses and their employees – including the ability for employees to select their own plan from a range of choices – while reducing long-term operational costs for the small-group online system.

C.4.3 **Project Governance**

The Authority will oversee the operations of the Premium Billing contractor to monitor that all requirements are timely met and that the Contractor is performing satisfactorily with regards to the contract.

C.5 **TECHNICAL REQUIREMENTS**

The contractor shall provide the services stated below. All subsequent negotiations of services shall be implemented and completed in accordance with the mutually agreed upon terms.

C.5.1 **Technical Overview**

DC Health Link is the private health insurance marketplace for the District of Columbia. It provides individuals and families the ability to shop for and enroll in ACA-compliant health insurance plans; small businesses and their employees to enroll in health insurance plans; and Members of Congress and their designated staff the ability to enroll in health insurance plans.

C.5.2 **District Provided Technologies**

- C.5.2.1** **Cloud Infrastructure:** The Authority will be responsible for providing secure cloud-based infrastructure and storage, including backup solutions, and costs associated with management and monitoring the cloud-based infrastructure from which the Contractor will host its applications. The Authority shall provide cloud-based infrastructure to support two environments for the contractor: production and pre-production. The Contractor will be solely responsible for providing infrastructure and storage, and for all costs, associated with additional environments. The Authority will provide infrastructure as a service to support the production and pre-production environments. The Authority will provide the Contractor with all appropriate logical access required by the vendor to operate the Authority-provided hosted production and pre-production environments associated with the Contractor's Financial Management System.

C.5.2.2 Security:

The Authority and Contractor share security responsibilities. The Parties agree to abide by the Exchange Privacy and Security Compliance Addendum, as may be updated from time to time, a current version of which is attached and incorporated herein. The contractor shall be responsible for compliance with the Affordable Care Act and related security requirements at the hosting and application level, and the Contractor shall ensure that the premium billing system complies with the requirements of CMS Minimum Acceptable Risk Standards for Exchanges (MARS-E) Version 2.2 (and any updates thereto).

The Authority will utilize the latest technology solutions to provide a secure perimeter around the Contractor's environments. This will include security technologies that are standardly used by the Authority to ensure that all applicable areas of compliance are met and all external and internal threats are prevented from impacting the Contractor's application, associated data, and underlying resources. The implementation of such security technologies will be at the Authority's sole discretion. The Authority will be responsible for configuring, supporting, testing and troubleshooting all areas of logical security associated with the Contractor's environment, generally limiting access to only the services and entities required for the successful operation of the financial management system and those formally requested by Contractor. The Authority will be responsible for all costs associated with securing the cloud infrastructure, including but not limited to hardware procurement, licensing, maintenance, testing and support. In the event the Contractor requests security technology solutions beyond what the Authority deems necessary and appropriate, the Contractor will be responsible for all costs associated with such additional technology.

The Contractor shall be responsible for configuring and securing and maintaining the operating systems and applications used by the Contractor's environments within the cloud-based infrastructure provided by the Authority. The Contractor shall secure the data hosted within the Contractor's applications and environments.

C.5.2.3 Load Balancing: The Authority will utilize the latest technology solutions to provide redundant enterprise-grade load balancing for all traffic associated with the Contractor's applications. The Authority will be responsible for configuring, support and troubleshooting all load balancing related issues including but not limited to SSL certificates, pool and VIP creation and session configuration. The Authority will be responsible for all costs associated with load balancing including but not limited to hardware procurement, licensing, SSL certificates, maintenance and support.

C.5.2.4 Computer (CPU/Memory): The Authority will utilize the latest technology solutions to provide the Contractor with the required amount of virtual processors (vCPU) and memory (RAM) to effectively operate the production and pre-production environments, and to ensure expected performances, services and availability levels. Initial resources will be equivalent to the Authority's current configuration for its financial management system. The contractor reserves the right to request and receive additional computer

resources from the Authority in the event that an existing virtual machine, or new virtual machine, requires additional resources to operate effectively. The Authority will be responsible for providing, configuring, supporting and troubleshooting all items associated with virtual processors and memory. The Authority will be responsible for all costs associated with virtual computer resources (vCPU & RAM) including but not limited to hardware procurement, licensing, maintenance and support. However, in the event the Contractor requests technology solutions beyond what the Authority deems necessary and appropriate, or beyond its current configuration for the financial management solution, the Contractor will provide a written technical justification for each such request. At any time the Contractor may ask the Authority to add technology solutions at Contractor's sole expense.

- C.5.2.5 **Storage:** The Authority will utilize the latest technology solutions to provide redundant storage for the Contractor's production environment. Initial storage allocations will be equivalent to the Authority's current configuration for its financial management system. The Contractor reserves the right to request and receive additional storage at its own expense from the Authority in the event that existing allocations are not sufficient in size or performance for the Contractor's application platform. The Authority will be responsible for provisioning, configuring, supporting, and troubleshooting all items associated with the storage resources provided to the Contractor. The Authority will be responsible for all costs associated with storage resources including but not limited to the hardware procurement, licensing, maintenance and support, except in the event the Contractor requests additional storage beyond that deemed necessary and appropriate by the Authority, in which case the Authority may add storage at Contractor's sole expense.
- C.5.2.6 **Backup Solution:** The Authority will provide storage for redundant application backups. However, the Contractor is solely responsible for configuring, maintaining, and executing backups. The Contractor reserves the right to request one-off backups or virtual snapshots before any scheduled or unscheduled maintenance of systems managed by the Contractor. The Authority will be responsible for all costs associated with the backup solution and services including but not limited to hardware procurement, offsite data storage, licensing, maintenance and support.
- C.5.2.7 **Disaster Recovery:** The Authority will provide all solutions and services associated with disaster recovery and business continuity. The Contractor shall leverage the Authority's existing disaster recovery solution to ensure its services and applications are recovered in parallel with the Authority in a disaster recovery event. The solution will be built to meet SLA defined RTO/RPO. The Authority will involve the Contractor in disaster recovery testing and planning. The Authority will be responsible for provisioning, configuring, supporting and troubleshooting all resources associated with the disaster recovery environment and solution. The Authority will be responsible for all costs associated with the disaster recovery and business continuity, including but not limited to initial set-up and ongoing testing, except the Contractor will be responsible for its own costs related to testing.
- C.5.2.8 **Monitoring:** The Authority will monitor all resources associated with the Contractor's application platform. The Authority will provide the Contractor with the ability to view

real-time and historical monitoring information for all resources associated with the Contractor application platform. Resources include but not limited to environmental, network up/down, bandwidth, compute, disk, application and URL availability. The Authority will be responsible for the configuration and ongoing support of internal monitoring systems. Alerts associated with monitoring of Contractor's resources will be sent to designated Contractor employees and pager service via email and SMS.

- C.5.2.8.1 Contractor retains the right to add additional monitoring services or systems, subject to Authority approval, and at Contractor's sole expense, it deems necessary to ensure the performance or availability of the financial management system.
- C.5.2.9 **Connectivity:** The Authority will be responsible for providing and securing/encrypting the following network connectivity and transmissions:
1. Redundant connections between the Authority's core network and the Contractor's production and pre-production environments.
 2. Connection between Authority's primary and DR environments, including such connection for Contractor's production environment.
 3. Redundant Internet connections between the Authority's core network and the Contractor's production and pre-production environments.
 4. Permanent VPN tunnel between the Contractor's production and pre-production environments and the Contractor's office.
 5. Permanent VPN tunnels between the Contractor's production and pre-production environments
- C.5.2.9.1 The Authority will be responsible for establishing, supporting, and maintaining all connectivity to the Contractor's environments. The Authority will be responsible for all costs associated with all connectivity to the Contractor's demark (defined as the termination point at the Contractor's office-based equipment or devices). The Contractor will be responsible for all costs from its demark inside its network.
- C.5.2.10 **General Support:** The Authority will provide timely support and communication to assist with troubleshooting, changes, capacity planning, maintenance, etc. for all infrastructure and systems that are provided to the Contractor. The Authority will be responsible for all costs associated with supporting the infrastructure and systems leveraged by the Contractor during normal business hours. In the event the Contractor requires additional support outside of normal business hours the Parties will agree on a cost the Contractor will bear for such support.
- C.5.2.11 **Compliance:** The Authority will be responsible for all areas of compliance that are applicable to the Contractor's application platform excluding the following:
1. Operating Systems
 2. Applications
 3. Databases

C.5.3 Contractor Provided Technologies

The contractor shall work with the Authority's technical staff to configure, administer and maintain a high performing, fault-tolerant, high availability premium billing solution that integrates with the Authority's cloud-based enrollment and eligibility system.

- C.5.3.1 **Operating Systems/Virtual Servers:** The Contractor shall manage and maintain all operating systems/virtual servers associated with its application platform in all associated environments. The contractor shall ensure all operating systems on assigned virtual machines are supported and current. To perform routine or out-of-scope maintenance, the Authority must formally request access to the operating system(s)/virtual server(s) in question. The Authority will provide the Contractor with server operating system licensing to cover all server instances.
- C.5.3.2 **Applications:** The Contractor shall be responsible for managing and maintaining all items associated with its financial management application. The Contractor shall be responsible for managing software development tools, code deployment automation, troubleshooting, and other tools that will be used to provide the Authority with a quality product. The Authority will be responsible for all costs associated with tools and applications used to support the software development process.
- C.5.3.3 **Database:** The Contractor shall manage and maintain all database instances associated with its application platform in all associated environments. The Contractor assumes full responsibility for any third party it uses to perform this or any other function. The Authority will provide the Contractor with licensing to cover all SQL nodes leveraged by its application platform.
- C.5.3.4 **Logging:** The Contractor shall leverage Splunk, or another approved tool as directed by the Authority as an internal log aggregator to assist with log retention compliance, alerting, and other administrative tasks, at its own expense.
- C.5.3.5 **Security Scans:** Contractor shall grant the Authority, upon request, system access to execute security scans of the Contractor systems hosted through the Authority's cloud infrastructure
- C.5.3.6 **Anti-Virus Protection:** The Contractor will be solely responsible for providing an enterprise-grade anti-virus solution for the virtual machines and environments it operates.
- C.5.3.7 **Technology Lifecycle:** The Authority will facilitate the replacement of aged/unsupported technology at the VPC, perimeter security, network, load balancing, virtualization, operating systems, and all technology under its control for this engagement and be responsible for all associated time and material costs, including, but not limited to hosting and licensing. With assistance from the Authority, the Contractor will ensure operating systems, database engines, and file systems are of a version currently supported by the vendor.

- C.5.3.8 Server Migration Project:** Included in the scope of this agreement, the Contractor shall work with the Authority to migrate its existing servers to the most current operating system, database engine, and file systems. The Contractor shall provide the Authority with a one-time cost line item to support this activity.

C.5.4 Exchange Software Integration

The Contractor shall be able to integrate/interface with the Exchange and DC Health Link applications as determined by the Authority. Integration includes “bridging” the key Contractor-owned and Authority-owned software solutions.

C.5.5 Privacy, Security, and Responsibilities for Breaches and Security Incidents

The Contractor and Authority shall abide by the Exchange Privacy and Security Compliance Addendum; Attachment G.9.8. In the event of a Breach or Security Incident (as defined therein) that relates to the activities and technologies described in this Contract, the Parties shall work together expeditiously and in good faith to perform all necessary investigation, mitigation, remediation, or other compliance activities identified by Authority or as required by law. The Parties agree to consult this Statement of Work when determining the allocation of responsibility for such activities.

C.6 OPERATIONAL REQUIREMENTS

C.6.1 OPERATIONAL OVERVIEW

This section describes the operational requirements for the operations of the Premium Billing System which will include the following:

C.6.1.1 Integrated Premium Billing System Solution

- C.6.1.1.1** The Contractor shall provide system operation and management and performance tuning services necessary to support the premium billing process, as described in this contract and as specified by HBX via any financial management functional design documents or other instructions that may be provided by HBX to Contractor from time to time.

- C.6.1.1.2** For new system development or design changes, the Contractor shall follow an Agile development methodology for all change requests, as directed by the Authority that includes the following steps:

1. Define use cases
2. Review and force rank use cases
3. Design and review User Interface wireframes
4. Development unit test and software codes
5. Conduct user acceptance tests
6. Test performance/optimize

- C.6.1.1.3 The Contractor shall use the Authority development workbench tools to support development, including knowledge base, issue tracker, version control system.
- C.6.1.1.4 The Contractor shall provide and maintain functionality including, but not limited to the following:
1. Generated invoices and notices
 - a. Issue SHOP market invoices (recurring)
 - b. Resolve invoice discrepancies,
 - c. Issue late payment reminders
 - d. Issue employer and employee termination warnings and notices
 - e. Broker commission statements
 2. Acceptance of Payments
 - a. Pay by phone (call center)
 - b. Recurring
 - c. Online
 3. Process Payments
 - a. E-Checks
 - b. Lock Boxes
 4. Void Payments
 5. Reject misdirected payments
 6. Return non-processed payments
 7. Allocate Payments
 - a. Apply pro-rate coverage rules as determined by the Authority
 8. Carrier funds disbursement advice
 9. Insured refunds disbursement advice
 10. Ingest data files from the Authority including those in the Authority's Canonical Vocabulary v.1 and v.2
 11. Generate carrier 820XMLs including 820s for HC4CC
 12. Generate Human Readable 820s including 820s for HC4CC
 13. Process carrier notices of premium discrepancy
 14. Generate financial reports specific to the MA Health Connector such as:
 - a. Accounts Receivable
 - b. Statement History By Customer

- c. Deferred Revenue
 - d. Transaction Download
 - e. Open Balances on Termed Accounts
 - f. Accounts Receivable Aging Report
 - g. Broker commission reports
 - h. Credit Balance Report
15. Generate operational reports including but not limited to:
- a. Daily Paid through reports
 - b. Weekly all payments, suspense and, combined refund reports
 - c. Late notice reports for business (employers in arrears)
 - d. Monthly eligible cessation of invoicing line items report for terminated due non-payment employers (Authority only)
 - e. Monthly new group binder payment discrepancy report
 - f. 25 days and 55 days late notice reports
 - g. Recon report for payment history
 - h. OSSE-HC4CC Subsidy report (Authority only)
16. Support the billing API by providing data on payments and adjustments (credits and retro charges)
17. Support Premium Billing Provider (PBP) Integration Points including but not limited to:
- a. The Authority-to-PBP carrier plan details setup
 - b. The Authority-to-PBP plan payment page (SAML SSO via UI)
 - c. The Authority-to-PBP enrollment update notification using the Authority Enrollment Canonical Vocabulary
 - i. Enrollment adds
 - ii. Enrollment change
 - d. PBP to the Authority binder payment processed notification
 - i. Payment settled
 - ii. 'Carrier to bill'
 - e. PBP to the Authority cancel/term for non-payment
 - f. PBP to the Authority reinstatement
 - g. The Authority to PBP employer group update notification
 - h. PBP to the Authority transfer funds request
 - i. The Authority to PBP funds transfer advice
 - j. PBP to the Authority remittance advice (820)
 - k. Notices to mail house transfer

C.6.1.2

Provide Premium Billing Operations and Maintenance

The Contractor shall operate and perform premium-billing services for the Authority on an ongoing basis for the duration of this Contract and in compliance with any financial management functional design documents or other instructions that may be provided by HBX to the Contractor from time to time.

C.6.1.3 Ad Hoc Custom Development Services

At the direction of the Authority, the Contractor shall provide system design and development services to improve and extend the premium billing software to meet identified requirements.

C.6.2 OPERATIONAL MEETINGS

C.6.2.1 Contractor shall provide a representative to meet with the Authority and/or other Contractor's representatives, either in person or via telephone conference calls (at the Authority), to discuss both operation and programmatic information on an as-needed basis. The purpose of these meetings will be to resolve questions, issues and problems relevant to the performance of activities under this Contract and to ensure an appropriate information exchange between the Authority and its contractors.

C.6.2.2 The Contractor shall work in cooperation with all of the Authority's contractors and sister agencies and engage in open discussion and exchanges of information to support all Authority initiatives including transitions.

C.6.3 HARDWARE AND SOFTWARE SUPPORT

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

- a. Preparing software maintenance program plans;
- b. Monitoring system operations and performance;
- c. Addressing and correcting system errors;
- d. Implementing software maintenance programs;
- e. Scheduling deployment and upgrades for minimal project disruptions;
- f. Installing software upgrades;
- g. Providing performance tuning;
- h. Providing on-site and off-site maintenance;
- i. Providing on-site after hour and weekend support;
- j. Providing maintenance to environmental systems including: power, HVAC, UPS, and fire suppression equipment;
- k. Reporting on up-time and planned/unplanned maintenance outages;
- l. Providing root cause analysis of hardware and software issues.

C.6.4 DISASTER RECOVERY PLAN

C.6.4.1 The Contractor shall maintain a disaster recovery plan that identifies and prioritizes critical systems and operations, preventative controls, and recovery strategies. The

disaster recovery plan Contractor shall be responsible for work with the Authority and other contractors to maintain the integrated disaster recovery plan. Activities within the scope of the disaster recovery plan may include, but are not limited to:

- a. Providing a disaster recovery plan by which service will be restored to maintained under emergency conditions;
- b. Executing recovery procedures in the event of catastrophic loss of facility or equipment;
- c. Providing specific emergency maintenance actions with predefined response intervals;
- d. Ensuring that its staff are properly trained in business continuity and disaster recovery procedures;
- e. Determining business functions deemed essential for executing its core mission and the means (process, procedures, and resources) by which those functions shall be sustained, either in place or in a recovery site throughout emergencies of various severity;
- f. Proactively monitoring essential components for degradation in performance;
- g. Determining component availability metrics, maintain risk mitigation strategies, and assess costs associated with each plan;
- h. Provide a disaster recovery plan which includes a yearly test execution with results reported to Exchange;
- i. This disaster recovery plan shall identify an alternate site that would be able to assume the workload of either the primary or overflow facility within one business day.

C.6.4.2 The Contractor, with the Authority's approval, shall provide the definition of severity levels.

C.7. Retention and Access to Records

Upon the Authority's request, and to confirm the Contractor's compliance with this agreement and attachments thereto, the Contractor grants the Authority permission to perform an assessment, audit, examination, or review of all controls in the Contractor's physical and/or technical environment in relation to Authority data. The Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, and application software that stores, processes or transports Authority data. Contractor also agrees to retain documents, scans, code, audit reports, and other materials related to Contractor's compliance with the terms of this agreement for a period of three (3) years after the date of expiration or termination of this agreement to support any such request from the Authority.

SECTION D: PERIOD OF PERFORMANCE AND DELIVERABLES

D.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of this contract.

D.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

- D.2.1** The District 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 the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District 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 the District exercises this option, the extended contract shall be considered to include this option provision.
- D.2.3** The price for the option period(s) shall be as specified in Section B of the contract.
- D.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

D.3 DELIVERABLES

N/A

- D.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which 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 HBX Standard Contract Provisions 2016.

SECTION E: CONTRACT ADMINISTRATION

E.1 INVOICE PAYMENT

- E.1.1** HBX will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- E.1.2** HBX will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

E.2 INVOICE SUBMITTAL

- E.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.
- E.2.2** The Contractor shall submit proper invoice(s) on a monthly basis or as otherwise specified in the Contract or task or delivery order.
- E.2.3** 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.2.4** HBX will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in the contract (or task or delivery order), for supplies delivered and accepted or services performed and accepted, less any discounts, allowances, or adjustments provided for in the Contract.

E.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- E.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- E.3.2** The HBX shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

E.4 THE QUICK PAYMENT ACT

E.4.1 Interest Penalties to Contractors

- E.4.1.1** HBX will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty

shall be paid if payment for the completed delivery of the item of property or service is made on or before the required payment date. The required payment date shall be:

- E.4.1.1.1** The date on which payment is due under the terms of the contract;
- E.4.1.1.2** Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;
- E.4.1.1.3** Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or
- E.4.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- E.4.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or after:
 - E.4.1.2.1** 3rd day after the required payment date for meat or a meat food product;
 - E.4.1.2.2** 5th day after the required payment date for an agricultural commodity; or
 - E.4.1.2.3** 15th day after any other required payment date.
- E.4.1.3** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- E.4.2 Payments to Subcontractors**
 - E.4.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by HBX for work performed by any subcontractor under the contract:
 - E.4.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from HBX that is attributable to the subcontractor(s) for work performed under the contract; or
 - E.4.2.1.2** Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
 - E.4.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1.5% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:
 - E.4.2.2.1** 3rd day after the required payment date for meat or a meat product;

E.4.2.2.2 5th day after the required payment date for an agricultural commodity; or

E.4.2.2.3 15th day after any other required payment date.

E.4.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

E.4.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which HBX is a party. HBX may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

E.5.3 **Subcontract requirements.** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

E.6 CONTRACTING OFFICER (CO)

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

Kenneth Wallington, Contracting Officer
DC Health Benefit Exchange Authority
1225 "I" Street, NW 4th Floor, Washington, DC 20005
Ph: 202-679-5952
Email: Kenneth.wallington@dc.gov

E.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

E.7.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

E.7.2 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.7.3 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.8 CONTRACT ADMINISTRATOR (CA)

E.8.1 The CA is responsible for the 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.8.1.1 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.8.1.2 Coordinating site entry for Contractor personnel, if applicable;

E.8.1.3 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.8.1.4 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 District's payment provisions; and

E.8.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

E.9.2 The address and telephone number of the CA is:

Isabella Leung
Deputy Director, Partnerships and Marketplace Operations
1125 I (Eye) Street, NW, Suite 400, Washington, DC 20005
Ph: 202-503-5273
Isabella.leung@dc.gov

E.9.3 The CA shall NOT have the authority to:

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

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

SECTION F: SPECIAL CONTRACT REQUIREMENTS

F.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

F.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision 27 dated 6/30/2023, 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.3 PREGNANT WORKERS FAIRNESS

F.3.1 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.3.2 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;

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

F.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

F.5.1 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.5.2 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.5.3 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.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

F.5.5 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.5.6 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.5.7** 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.5.8** 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.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 36 of the SCP, Disputes**.
- F.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

F.6 RESERVED

F.7 RESERVED

F.8 RESERVED

F.9 SUBCONTRACTING REQUIREMENTS

F.9.1 Subcontracting Requirements

- F.9.1.1** The Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver of the mandatory subcontracting requirements for this contract.
- F.9.1.2** A prime contractor that is a CBE and has been granted a bid 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.9.1.3** A prime contractor that 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, 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. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- F.9.1.4** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- F.9.1.5** A prime contractor that is a CBE and has been granted a bid 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.10 FAIR CRIMINAL RECORD SCREENING

- F.10.1** 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) ("Act" as used in this section). 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.10.2** 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.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- F.10.4** 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.10.5** 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.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

SECTION G: ATTACHMENTS AND OTHER TERMS AND CONDITIONS

G.1.1 HBX Standard Contract Provisions 2016 (G.9.1) are incorporated in and made a part of this Contract in relevant part.

G.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."

G.1.3 FAMILIARIZATION WITH CONDITIONS

The Contractor shall fully review this agreement and all attachments including the HBX Standard Contract Provisions 2016 (See G.9.1), 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.

G.2 CONTRACTS THAT CROSS FISCAL YEARS

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

G.3 CONFIDENTIALITY OF INFORMATION

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

G.4 TIME

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

G.5 SUBCONTRACTS

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

Notwithstanding any such subcontract approved by HBX, the Contractor shall remain liable to HBX for all Contractor's work and services required hereunder.

G.6 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 submit a Certificate of Insurance to the Contracting Officer (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.

The Government of the District of Columbia shall be included in all policies, where applicable and allowable by law, 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 and under all subcontracts, covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, 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.

The Commercial General Liability shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
- e) Defense costs shall be in addition to and not erode the limits of liability

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 in connection with work under this agreement, with a minimum combined single limit of \$1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

- a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
- b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

The Commercial Auto Liability policy shall be further endorsed to:

- a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
- b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
- c) A waiver of subrogation in favor of The Government of the District of Columbia
- d) Defense costs shall be in addition to and not erode the limits of liability
- e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent)

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.

The Workers Compensation and Employers Liability shall be further endorsed to:

- a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
 - b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
 - c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.
4. Technology Liability, Media Liability and Network Security/Privacy (Cyber) Liability Insurance covering acts, errors, omissions, breach of contract, and violation of any consumer protection laws arising out of Contractor's operations or services with a limit of \$10,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), unintentional breach of contract, negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that would be incurred by Contractor on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Contractor shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits of \$5,000,000 per occurrence and \$5,000,000 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 Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. SUBCONTRACTOR INSURANCE REQUIREMENTS

Any and all subcontractors engaged by Contractor for work under this agreement shall be required to have the same insurance required of Contractor. Should the Contractor 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 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. In either instance, the Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor.

D. 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.

E. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by The Government of 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.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the contractor's liability under this contract.

G. 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 Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia 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.

I. 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 cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Contractor no longer complying with the above requirements. 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. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Contractor at least 30 days' notice of the change. Contractor must comply, at your expense, and deliver to the CO evidence of compliance before the change becomes effective.

- J. **CERTIFICATES OF INSURANCE.** The Contractor must send to CO, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Contractor must also provide us with evidence of renewal before the expiration date of each insurance policy. Contractor is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. . Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Kenneth Wallington, DC Health Benefit Exchange Authority

1225 I (Eye) Street, NW, Suite 400, Washington, DC 20005

Ph: 202: 679-5952

Email: 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).

- K. **DISCLOSURE OF INFORMATION.** The Contractor agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia 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.
- L. **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 better (or the equivalent by any other rating agency) and licensed in the District of Columbia.
- M. **WARRANTIES.** When applicable, the Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with

coverage at least as broad). CO should collect, review for accuracy, and maintain all warranties for goods and services.

G.7 EQUAL EMPLOYMENT OPPORTUNITY

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

G.8 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) HBX Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions

G.9 ATTACHMENTS

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

Attachment Number	Document
G.9.1	HBX Standard Contract Provisions, March 24, 2016 available at https://hbx.dc.gov/publication/dchbx-policies-and-procedures
G.9.2	U.S. Department of Labor Wage Determination No. 2015 4281, Revision 27, dated 6/30/2023
G.9.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
G.9.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
G.9.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links, click on "Required Solicitation Documents"
G.9.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links, click on "Required Solicitation Documents"

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Attachment Number	Document
G.9.7	Bidder Offeror Certification Form
G.9.8	Exchange Privacy and Security Compliance Addendum
G.9.9	Health Benefit Exchange Authority Contracting and Procurement Policies and Procedures available at: https://hbx.dc.gov/publication/dchbx-policies-and-procedures