



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

1. Contract Number DCHBX-2019-C-0001		2. Effective Date October 1, 2018		3. Requisition/Purchase Request/Project No. Page 1 of 20	
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		
7. Reserved for future use			6. Contractor shall submit all invoices to: Via electronic format through the DC Vendor Portal, https://vendorportal.dc.gov		
8. Accounting and Appropriation Data			9A. Item		
9B. Supplies/Services			9C. Quantity		9D. Unit
9E. Unit Price			9F. Total		
Consulting Services- Premium Billing Services- SEE SECTION B- PRICE SCHEDULE					\$742,980.00
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) Laura L. Wood COO			13A. Name of Contracting Officer Annie R. White		
12B. Laura L. Wood (Authorized Representative's Signature)		12C. Date 9/20/18	13B. District of Columbia (Contracting Officer's Signature)		13C. Date 9/24/2018



SECTION B

CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Health Benefit Exchange 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 District’s customers via a toll-free help line.

B.2 This is a FIXED PRICE CONTRACT

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR

Contract Line Item (CLIN)	Item Description	Monthly Cost
001	Monthly Fee for Premium Billing Services	\$61,915 X 12 Months
	Total Contract Not to Exceed Amount	\$742,980.00

B.3.2 OPTION YEAR ONE

Contract Line Item (CLIN)	Item Description	Monthly Cost
001	Monthly Fee for Premium Billing Services	\$61,915 X 12 Months
	Total Contract Not to Exceed Amount	\$742,980.00

B.3.3 OPTION YEAR TWO

Contract Line Item (CLIN)	Item Description	Monthly Cost
001	Monthly Fee for Premium Billing Services	\$61,915 X 12 Months
	Total Contract Not to Exceed Amount	\$742,980.00

B.3.4 OPTION YEAR THREE

Contract Line Item (CLIN)	Item Description	Monthly Cost
001	Monthly Fee for Premium Billing Services	\$61,915 X 12 Months
	Total Contract Not to Exceed Amount	\$742,980.00

B.3.5 OPTION YEAR FOUR

Contract Line Item (CLIN)	Item Description	Monthly Cost
001	Monthly Fee for Premium Billing Services	\$61,915 X 12 Months
	Total Contract Not to Exceed Amount	\$742,980.00

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SECTION C

SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE

The District of Columbia Health Benefit Exchange 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 District’s customers via a toll-free help line.

C.2 APPLICABLE DOCUMENTS

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

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

C.3 DEFINITIONS

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

- C.3.1 Affordable Care Act (ACA)** is the comprehensive health care reform, law enacted in March 2010. The law was enacted in two parts: The Patient Protection and Affordable Care Act was signed into law on March 23, 2010 and was amended by the Health Care and Education Reconciliation Act on March 30, 2010. The name “Affordable Care Act” is used to refer to the final, amended version of the law. These laws include provisions for the establishment of state-based Health Insurance Exchange.
- C.3.2 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 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.3.5 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 (HIPPA), 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 (DHC)** is the District agency responsible for eligibility determination for a number of public benefit programs, including Medicaid, the DC Healthcare

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

- C.3.8 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.3.10 DC-NET** provides managed voice, data, and video wire-based and wireless service to all government constituents city-wide, over a secure, highly redundant, and high capacity fiber optic communications 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 Chief Technology Officer (OCTO).
- C.3.11 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.3.12 Office of Health Care Ombudsman and Bill of Rights (OHCOBR)** is the program established by the Council of the District of Columbia to provide assistance to uninsured consumers regarding matters pertaining to their health care coverage. The mission of the OHCOBR is to ensure the safety and well-being of District consumers through advocacy, education and community outreach.
- C.3.13 QUALIFIED Health Plan (QFP)** 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-pockets maximum amounts), and meets other requirements. A qualified health plan will have a certification by each Exchange in which it is sold.
- C.3.14 SHOP** refers to the Small Business Health Options Program. Under the ACA, small business owners will be able to shop for health insurance plans to offer to their employees, through the Exchange. Employees, whose employers have selected SHOP plans, will be able to perform enrollment through the Exchange. In the District, small employers will be required to purchase insurance through the Exchange.
- C.3.15 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.3.16 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.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 AND 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 can 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 health care 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 health care 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 Washington, D.C. Health Benefit Exchange Authority (DCHBX) 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 deliverables are timely met and that the Contractor is performing satisfactory with regards to the contract.

C.5 TECHINCAL 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 information technology (IT) portal for the Exchange and the eligibility portal for the District of Columbia Medicaid program. It is an, integrated, MITA-compliant, web-based computer system that 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

The Authority will be responsible for providing secure cloud-based infrastructure and storage, including backup solutions, and costs associated with management and monitoring the application and hardware in two environments: production and pre-production. The Contractor will be solely responsible for providing infrastructure and storage, and for all costs, associated with any other environments. The Authority will provide managed service support for the hosted production and pre-production environments. The District will provide contractor with all appropriate logical access to required by vendor to operate the Authority-provided hosted production and pre-production environments associated with the Financial Management System. The District will provide resources for and support of the following areas:

- C.5.2.1 General Technology Governance:** The District will align to industry best practices, adhere to applicable regulations and laws, and implement generally accepted standards for technology governance and service management as are expected in supporting mission critical and highly secure systems. The District will implement and periodically test these standards, using independent third-party examiners, to ensure the security, integrity and availability of environment(s) which host the financial management system. The District will be responsible for all costs associated with creating, maintaining and testing adherence to such best practices, guidelines, regulations and governing law.
- C.5.2.2 Human Resources/Vendor Management:** The District will also be responsible for effective human resources and/or vendor management of all staff, contractors and service providers, who deliver support and maintain services to the environment which supports the financial management system. All staff and contractors should undergo periodic assessment, including but not limited to yearly background checks (as deemed necessary by the Authority) and security awareness training. Vendors and service providers should provide independent third-party examinations (SSAE 16 or equivalent) to ensure fitness to support the environment which hosts the financial management system. The District will be responsible for all costs associated with creating and maintaining effective human resources and vendor management practices.
- C.5.2.3 Physical Security:** The Authority will utilize a cloud hosting provider which will be responsible for controlling physical access to the technology infrastructure supporting the Financial Management System. Contractor's resources will not have any physical access to any of Authority's technology infrastructure. The District will be responsible for all costs associated with creating and maintaining physical security.
- C.5.2.4 Logical Security:** The District will utilize the latest technology solutions to provide a secure perimeter around Contractor's environments. This will include security technologies that are standardly used by the District to ensure that all applicable areas of compliance are met and all external and internal threats are prevented from impacting Contractor's application, associated data, and underlying resources. The implementation of such security technologies will be at the Authority's sole discretion. The District will be responsible for configuring, supporting, testing and troubleshooting all areas of logical security associated with Contractor's environment, generally limiting access to only the services and entities required for successful operation of the financial management system and those formally requested by Contractor. The District will be responsible for all costs associated with logical security including but not limited to hardware procurement, licensing, maintenance, testing and support. In the event 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.
- C.5.2.5 Switching/Routing/Cabling:** The District will utilize the latest technology solutions to provide proper bandwidth and connectivity to Contractor's environments. This will include such networking technology solutions deemed necessary and appropriate at the Authority's sole discretion in order to provide highly-available production and pre-production environments for the financial management system. The District will be responsible for creating, configuring, supporting and troubleshooting all network related items associated with Contractor's environments. The District will be responsible for all costs associated

with switching, routing and cabling including but not limited to hardware procurement, connectivity & bandwidth, licensing, maintenance and support. In the event Contractor requests networking technology solutions beyond what the Authority deems necessary and appropriate, the Contractor will be responsible for all cost associated with such technology.

- C.5.2.6 Load Balancing:** The District will utilize the latest technology solutions to provide redundant enterprise grade load balancing for all traffic associated with Contractor's applications. The District 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 District will be responsible for all costs associated with load balancing including but not limited to hardware procurement, licensing, SSL certificates, maintenance and support.
- C.5.2.7 Computer (CPU/Memory):** The District will utilize the latest technology solutions to provide 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. Contractor reserves the right to request and receive additional computer resources from the District in the event that an existing virtual machine, or new virtual machine, requires additional resources to operate effectively. The District will be responsible for providing, configuring, supporting and troubleshooting all items associated with virtual processors and memory. The District will be responsible for all costs associated with 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 Authority to add technology solutions at Contractor's sole expense.
- C.5.2.8 Storage:** The District will utilize the latest technology solutions to provide redundant storage for Contractor's production environment. Initial storage allocations will be equivalent to the Authority's current configuration for its financial management system. Contractor reserves the right to request and receive additional storage at its own expense from the District in the event that existing allocations are not sufficient in size or performance for Contractor's application platform. The District will be responsible for provisioning, configuring, supporting, and troubleshooting all items associated with the storage resources provided to Contractor. The District 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 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.5.2.9 Backup Solution:** The District will utilize the latest technology to provide backup solution and services to ensure proper retention, compliance, and business continuity for Contractor's application platform and associated environments. The District will be responsible for configuring, maintaining, supporting and troubleshooting all items related to its backup solution, backup schedule, data retention, and recovery of back-up data.

Contractor reserves the right to request one-off backups or virtual snapshots before any scheduled or unscheduled maintenances of systems managed by Contractor. The District 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. In the event Contractor requests additional one-off backups or virtual snapshots of the financial management solution environment(s), the cost of performing such backups will be carried by the Contractor.

- C.5.2.10 Anti-Virus Protection:** The District will provide Contractor with an enterprise grade anti-virus solution that is centrally managed on a Contractor Windows Server in each environment. The District will be responsible for all cost associated with the anti-virus solution including but not limited to licensing, maintenance and support.
- C.5.2.11 Disaster Recovery:** The District will provide all solutions and services associated with disaster recovery and business continuity. Contractor shall leverage the District's existing disaster recovery solution to ensure its services and applications are recovered in parallel with the District in a disaster recovery event. The solution will be built to meet SLA defined RTO/RPO. The District will involve Contractor in disaster recovery testing and planning. The District will be responsible for provisioning, configuring, supporting and troubleshooting all resources associated with the disaster recovery environment and solution. The District 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 Contractor will be responsible for its own costs related to testing.
- C.5.2.12 Monitoring:** The District will monitor all resources associated with Contractor's application platform. The District will provide 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 District 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.5.2.13.1** Authority will leverage New Relic's Application Performance Monitoring service for URL and APM purposes.
- C.5.2.13.2** Contractor retains the right to add and additional internal or external 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.5.2.13.3** Each Party will be responsible for all costs associated with its monitoring solutions, alerting, and tools.
- C.5.2.14 Connectivity:** The District will be responsible for providing and securing/encrypting all network connectivity including but not limited to the following:
1. Redundant connections between Authority's core network and 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.
4. Redundant Internet connections between Authority's core network and Contractor's production and pre-production environments.
5. Permanent VPN tunnel between Contractor's production and pre-production environments and Contractor's office.
6. Permanent VPN tunnels between Contractor's production and pre-production environments and Tricore's two monitoring NOCs in Chicago and Boston.
7. Remote VPN access for Contractor employees to Contractor's production and pre-production environments.

C.5.2.14.1 The District will be responsible for establishing, supporting, and maintaining all connectivity to Contractor's environments. The District will be responsible for all costs associated with all connectivity to Contractor's demarc (defined as the termination point at Contractor's office-based equipment or devices.) Contractor will be responsible for all costs from its demarc inside its network.

C.5.2.15 **General Support:** The District will provide timely support and communication to assist with troubleshooting, changes, capacity planning, maintenance, etc. for all infrastructure and systems that are provided to Contractor. The District will be responsible for all costs associated with supporting the infrastructure and systems leveraged by Contractor during normal business hours. In the event Contractor requires additional support outside of normal business hours the Parties will agree on a cost the Contractor will bear for such support.

C.5.2.16 **Compliance:** The District will be responsible for all areas of compliance that are applicable to 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:** Contractor shall manage and maintain all operating systems/virtual servers associated with its application platform in all associated environments. To perform routine or out of scope maintenance, the District must formally request access to the operating system(s)/virtual server(s) in question. The District will provide Contractor with server operating system licensing to cover all server instances; all of Contractor's servers will run Windows Server 2008 R2 Standard. Licensing will be equivalent that maintained for the existing financial management application. Contractor will be responsible for the cost of any licensing requested beyond the existing configuration.

C.5.3.2 Applications: Contractor shall be responsible for managing and maintaining all items associated with its financial management application. Contractor shall be responsible for managing software development tools, code deployment automation, troubleshooting, and other tools that will be used to provide the District with a quality product. The District will be responsible for all cost associated with tools and applications used to support the software development process.

C.5.3.3 Database: Contractor shall manage and maintain all SQL database instances associated with its application platform in all associated environments. Contractor shall leverage third part managed services to manage, monitor and maintain all SQL instance. The third -party vendor, Tricore, an agent of Contractor shall perform the managed services. Contractor assumes full responsibility for Tricore as its agent. The production environment will consist of three node active/passive/passive availability group linking active/passive nodes in primary and single passive node in the DR environment. All lower environments (QA/DEV) will consist of a single active node. Microsoft SQL Server 2012 Enterprise and Standard will be used; edition/version will be determined by the number for nodes in each environment. The District will provide Contractor with licensing to cover all SQL nodes leverage by its application platform.

C.5.3.4 Splunk: Contractor shall leverage Splunk as an internal log aggregator to assist with log retention compliance, alerting, and other administrative tasks, at its own expense.

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 Data Security

The Contractor shall provide an applicable Data Security Plan to the Authority for approval as noted in Contractor’s Operation Work Plan.

C.6 OPERATIONAL REQUIREMENTS

C.6.1 OPERATIONAL OVERVIEW

This section describes the operational requirement 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 specified in the already-established DC Health Link Financial Management Functional Design document. The Contractor shall support the Authority transition from the existing premium billing system

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
12. Generate Human Readable 820s
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
 - e. Monthly new group binder payment discrepancy report
 - f. 25 days and 55 days late notice reports for IT
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 the DC Health Link Financial Management Functional Design documents.

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 vial 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 applicable to the performance of activities under this Contract and to ensure an appropriate information exchange between the Authority and it 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. 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. 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.

SECTION D PERIOD OF PERFORMANCE AND DELIVERABLES

D.1 TERM OF CONTRACT

The term of the contract shall be from October 1, 2018 through September 30, 2019.

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

N/A

D.3.1 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 HBX Standard Contract Provisions 2016.

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:

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

E.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 address and telephone number of the CA is:

Jason Sparks
Director of Information Technology
DC Health Benefit Exchange Authority
1225 Eye Street, NW
Washington, DC 20005
jason.sparks@dc.gov

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

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.4.1.2 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

**SECTION F
ATTACHMENTS**

F. 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) Health Benefit Exchange Authority (HBX) Standard Contract Provisions 2016
- (3) Contract

F.2 ATTACHMENTS

The following attachment is incorporated into the Contract by reference.

Attachment Number	Document
1.	HBX Standard Contract Provision 2016