



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

1. Contract Number DCHBX-2022-C-0004		2. Effective Date See Block 13C		3. Requisition/Purchase Request/Project No.	
4. Name and Address of Contractor: Whitman-Walker Clinic 1377 R St, NW STE 200 Washington, DC 20009 Attn: Kellan Baker		5. Delivery Address: DC Health Benefit Exchange Authority 1225 "I" Street, NW, 4th Floor Washington, DC 20005			
		6. Contractor shall submit all invoices to: Via electronic format through the DC Vendor Portal, https://vendorportal.dc.gov			
7. Reserved for future use		8. Accounting and Appropriation Data			
9A. Item	9B. Supplies/Services	9C. Quantity	9D. Unit	9E. Unit Price	9F. Total
	Consulting Services- Clinical Support and Research Services- SEE SECTION B- PRICE SCHEDULE				Not to Exceed (NTE) \$97,660.00
Contracting Officer will Complete Item 10 or 11 as Applicable: Item 10 is Applicable					
<input checked="" type="checkbox"/> 10. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			<input type="checkbox"/> 11. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) The Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
12A. Name and Title of Signer (Type or print) Naseema Shafi, Chief Executive Officer			13A. Name of Contracting Officer Kenneth Wallington		
12B.  (Authorized Representative's Signature)		12C. Date 8/18/2022	13B. District of Columbia  (Contracting Officer's Signature)		13C. Date 8/19/2022



SECTION B

SUPPLIES OR SERVICE AND PRICE/COST

B.1 The District of Columbia Health Benefit Exchange Authority (HBX) is seeking a contractor to provide clinical support to implement the HBX Social Justice and Health Disparities (Working Group) final recommendations. HBX is seeking a contractor to (1) conduct research on prevalence of specified conditions amongst communities of color within the District of Columbia (District); (2) identify and review clinical treatment guidelines for specified conditions; (3) Provide clinical support to identify medical care, prescription drugs, supplies and related services to prevent and manage diseases and health conditions that disproportionately affect patients of color in the District; and (4) create treatment scenarios, including provider type, frequency, dosage, diagnostic codes, and other details as appropriate.

B.2 HBX contemplates award of a Requirement contract based on fixed hourly rates.

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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B.3 PRICE SCHEDULE

B.3.1 BASE YEAR (Date of Award through September 30, 2022)

Contract Line Item No. (CLIN)	Labor Category	*Price Per Hour	Estimated Hours	Total Estimated Price
0001	EMR Data Specialist	\$ 265	40	\$10,600.00
0002	Legal Director	\$ 284	10	\$2,840.00
0003	Legal Analyst	\$ 264	10	\$2,640.00
0004	Mental Health Provider	\$ 702	20	\$14,040.00
0005	Medical Provider	\$ 1,160	20	\$23,200.00
0006	Senior Policy Analyst	\$ 180	100	\$18,000.00
0007	Data Analyst	\$ 192	40	\$7,680.00
0008	Research Scientist	\$ 255	20	\$5,100.00
0009	Senior Manager of Research	\$ 186	20	\$3,720.00
0010	Senior Research Specialist	\$ 115	20	\$2,300.00
0011	Institute Executive Director	\$ 377	20	\$7,540.00
Estimated Grand Total for B.3.1				NTE \$97,660.00

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

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B.3.2 OPTION YEAR ONE (October 1, 2022 through September 30, 2023)

Contract Line Item No. (CLIN)	Labor Category	*Price Per Hour	Estimated Hours	Total Estimated Price
1001	EMR Data Specialist	\$ 265	80	\$21,200.00
1002	Legal Director	\$ 284	60	\$17,040.00
1003	Legal Analyst	\$ 264	60	\$15,840.00
1004	Mental Health Provider	\$ 702	30	\$21,060.00
1005	Medical Provider	\$ 1,160	30	\$34,800.00
1006	Senior Policy Analyst	\$ 180	200	\$36,000.00
1007	Data Analyst	\$ 192	80	\$15,360.00
1008	Research Scientist	\$ 255	60	\$15,300.00
1009	Senior Manager of Research	\$ 186	60	\$11,160.00
1010	Senior Research Specialist	\$ 115	60	\$6,900.00
1011	Institute Executive Director	\$ 377	80	\$30,160.00
Estimated Grand Total for B.3.1				NTE \$224,820.00

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit.

DC Health Benefit Exchange Authority (HBX)**Contract No.: DCHBX-2022-C-0004****Clinical Support and Research Services****B.3.3 OPTION YEAR TWO (October 1, 2023 through September 20, 2024)**

Contract Line Item No. (CLIN)	Labor Category	*Price Per Hour	Estimated Hours	Total Estimated Price
2001	EMR Data Specialist	\$ 265	80	\$21,200.00
2002	Legal Director	\$ 284	60	\$17,040.00
2003	Legal Analyst	\$ 264	60	\$15,840.00
2004	Mental Health Provider	\$ 702	30	\$21,060.00
2005	Medical Provider	\$ 1,160	30	\$34,800.00
2006	Senior Policy Analyst	\$ 180	200	\$36,000.00
2007	Data Analyst	\$ 192	80	\$15,360.00
2008	Research Scientist	\$ 255	60	\$15,300.00
2009	Senior Manager of Research	\$ 186	60	\$11,160.00
2010	Senior Research Specialist	\$ 115	60	\$6,900.00
2011	Institute Executive Director	\$ 377	80	\$30,160.00
Estimated Grand Total for B.3.1				NTE \$224,820.00

* The fixed hourly rates shall be fully loaded and include wages, benefits, overhead, general and administrative expenses and profit. Additionally, option year two rates may change based on the negotiated scope of work/requirements.

SECTION C

STATEMENT OF WORK

C.1 SCOPE

The District of Columbia Health Benefit Exchange Authority (HBX) is seeking a contractor to provide clinical support to implement the HBX Social Justice and Health Disparities (Working Group) final recommendations. HBX is seeking a contractor to (1) conduct research on prevalence of specified conditions amongst communities of color within the District of Columbia (District); (2) identify and review clinical treatment guidelines for specified conditions; (3) Provide clinical support to identify medical care, prescription drugs, supplies and related services to prevent and manage diseases and health conditions that disproportionately affect patients of color in the District; and (4) create treatment scenarios, including provider type, frequency, dosage, diagnostic codes, and other details as appropriate.

C.2 BACKGROUND

The Health Benefit Exchange Authority (HBX) is a quasi-governmental, independent agency established by the District of Columbia Government to implement a state-based health insurance marketplace in the District, in accordance with the Patient Protection and Affordable Care Act of 2010 (ACA), as amended, and the Health Benefit Exchange Authority Establishment Act of 2011 (D.C. Official Code §§ 31-3171-01 and 31-3171-07). HBX provides access to quality and affordable health care to all District residents and small businesses and their employees through Qualified Health Plan (QHPs) sold on the online health insurance marketplace, DCHealthLink.com. HBX is responsible for certifying QHPs that: meet certain qualifications (including the provision of essential health benefits (EHB)); follow established limits on cost sharing; and meet other requirements.

C.3 KEY TERMS AND ACRONYMS

C.3.1 ACA – Affordable Care Act

C.3.2 Health Benefit Plan – As defined in D.C. Official Code 31-3101.01(20).

C.3.3 HBX Working Group – DC Health Benefit Exchange Authority Social Justice and Health Disparities Working Group.

C.3.4 Sex – has the meaning consistent with the Civil Rights Act of 1964 (42 U.S.C. 2000e et. seq.) and Executive Order on Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation, January 20, 2021.

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C.4 REQUIREMENTS

The Contractor shall provide clinical support to implement the Working Group final recommendations under Focus Area 2:

- Focus Area 2 – Modify insurance design for DC Health Link Standard plans to eliminate cost-sharing, including deductibles, co-insurance, and co-payment, for medical care, prescription drugs, supplies and related services that prevent and manage disease and health conditions that disproportionately affect patients of color in the District of Columbia.

C.4.1 The Contractor shall review clinical treatment guidelines and standards of care for each condition and develop a list of items, services, including medical coding information, and prescription medications for the treatment of each condition. Year 1 shall focus on pediatric mental and behavioral conditions that disproportionately impact communities of color in the District.

C.4.2 The Contractor shall focus on other conditions identified in the Working Group recommendations in collaboration with HBX. The Contractor shall provide detailed information including provider type or types that provide necessary care, frequency for each item and service, and information on prescription medications, including frequency of refills, dosing information, and whether a generic equivalent is available. The items and services will be limited to the primary diagnosis for each condition and shall not include care for comorbidities. For prescription medications, identify where medications are used to treat conditions other than the primary diagnose.

C.4.3 The Contractor shall conduct research on the prevalence of mental and behavioral health conditions that disproportionately impact children of color in the District and shall provide recommendations to HBX on specific conditions, including diagnostic codes, that are disproportionately impacting these communities. The contractor will focus on other conditions identified in the Working Group recommendations in collaboration with HBX.

C.4.4 The Contractor shall provide support for the Standard Plan Advisory Working Group as required by HBX. Support shall include attending meetings and presenting on the Contractor’s research on prevalence of specific conditions amongst communities of color in the District and the items and services identified for each condition.

C.4.5 HBX VACCINATION POLICY

C.4.5.1 The Contractor shall ensure their employees, agents, or subcontractors who are funded in whole or in part by HBX are fully vaccinated against COVID-19 or have been granted a medical or religious exemption by the Contractor. (Attachment D)

C.4.5.2 The Contractor shall ensure all new employees, agents, or subcontractors who are funded in whole or in part by DCHBX have received a full course of vaccine or have been granted a valid medical or religious exemption by the Contractor prior to commencing services or activities under the contract.

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C.4.5.3 The Contractor may exempt their employees, agents, or subcontractors only for medical or religious reasons. No other exemptions are allowed including but not limited to the option to undergo weekly COVID-19 testing in lieu of being vaccinated.

C.4.5.4 The Contractor shall manage, track, and document compliance with this Policy, including properly collecting and retaining adequate proof of vaccination status and documentation of valid medical or religious exemptions administered by the Contractor.

C.4.5.5 The Contractor shall provide documentation of compliance with this Policy to HBX when requested in writing by the HBX Contracting Officer. Such requests will be made by HBX periodically.

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SECTION D

PERIOD OF PERFORMANCE AND DELIVERABLES

D.1 TERM OF CONTRACT

The term of the contract shall be from date of award through September 30, 2022.

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 two (2) 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 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 three (3) years.

D.3 DELIVERABLES

The Contractor shall provide the deliverables described in the chart below:

Section	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.4.1	Provide a list of items, and services, including medical coding information, and prescription medications for the treatment of at least one pediatric mental and behavioral health condition that disproportionately impacts communities of color in the District.	1	Electronic/ Word Document	September 7, 2022
C.4.3	Provide a report on prevalence of pediatric mental and behavioral health conditions amongst communities of color in the District. The contractor will provide reports on other	1	Electronic/ Word or Excel Document	Ongoing

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	conditions identified in the Working Group recommendations in collaboration with HBX.			
C.4.2	Provide a list of items, and services, including medical coding information, and prescription medications (clinical care scenario) for the treatment of each pediatric mental and behavioral health condition identified by HBX. The contractor will provide clinical care scenarios for other conditions identified in the Working Group recommendations in collaboration with HBX.	1	Electronic/ Word or Excel Document	Ongoing

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 a part of the deliverables, final payment to the Contractor shall not be paid pursuant to Section 14 (j) of HBX Standard Contract Provisions 2016.

SECTION E
CONTRACTING OFFICER AND CONTRACT ADMINISTRATOR

E.1 CONTRACTING OFFICER (CO)

The contract will be entered into and signed on behalf of HBX only by Contracting Officers. The contract information for the Contracting Officer is:

Kenneth Wallington
Contracting Officer
DC Health Benefit Exchange Authority
1225 "I" Street, NW, 4th Floor
Washington, DC 20005
Kenneth.Wallington@dc.gov

E.2. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- E.2.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- E.2.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- E.2.3** In the event the Contractor effects any changes 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 the Contractor's compliance or non-compliance 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

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

E.3.2 The address and telephone number of the CA is

Jennifer Libster
Chief Equity Advisor & Associate General Counsel
DC Health Benefit Exchange Authority
1225 I Street, NW 4th Floor
Washington, DC 20005
jennifer.libster@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. Authorized 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.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.5 INVOICE SUBMITTAL AND PAYMENT

E.5.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov> .

E.5.2 The Contractor shall submit proper invoice (s) on a monthly basis or as otherwise specified in the Contract or task or delivery order.

E.5.3 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.5.4 HBX will make payment 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.6 ORDERING CLAUSE

E.6.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders, task orders, or purchase orders by the CO. Such orders may be issued during the term of this contract.

E.6.2 All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and this contract, the contract shall control.

E.6.3 Orders may be issued by facsimile or by electronic commerce methods.

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E.7 HOURLY RATE CEILING

- E.7.1** The ceilings for specified hourly rate items are set forth in Sections B.3.1, B.3.2, and B.3.3.
- E.7.2** The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in Sections B.3.1, B.3.2, and B.3.2
- E.7.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceilings.
- E.7.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.
- E.7.5** As part of the notification, the Contractor must provide the CO with a revised estimate of the total cost of the hourly rate items of this contract.
- E. 7.6** The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Sections B.3.1, B.3.2, and B.3.3, and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section B.3.1 and B..2_, and B.3.3 until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- E. 7.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- E. 7.8** If any hourly rate ceiling specified in Sections B.3 is increased, any costs the Contractor incurs before the increase that is in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- E. 7.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Sections B.3.1, B.3.2, and B.3.3 unless the change order specifically increases the hourly rate ceilings.

SECTION F

ATTACHMENTS AND OTHER TERMS AND CONDITIONS

F.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

F.1.1 HBX Standard Contract Provisions 2016 (ATTACHMENT A) are incorporated in and made a part of this Contract in relevant part. Provisions in ATTACHMENT A- that have been superseded are stricken (denoted using strikethrough) and incorporated in the current form in relevant sections of the Contract.

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

F.1.3 FAMILIARIZATION WITH CONDITIONS

The contractor shall fully review this agreement and all attachments **including the HBX Standard Contract Provisions 2016 (See F.1.2)**, becoming acquainted with all available information regarding this contracting including the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

F.1.4 CONTRACTS THAT CROSS FISCAL YEARS

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

F.2 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

F.2.1 For all new employment resulting from this Contract or subcontracts hereto, as defined in Mayor’s Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project’s labor force:

F.2.2 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

F.2.3 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor’s first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

F.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS

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The Contractor shall be bound by the Wage Determination No. **2015-4281, Revision 24 dated 6/27/2022**, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351, *et seq.* The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

F.4 PREGNANT WORKERS FAIRNESS

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

F.4.2 The Contractor shall not:

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

F.4.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable

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accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act, to:

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

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

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

F.5 UNEMPLOYED ANTI-DISCRIMINATION

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

F.5.2 The Contractor shall not:

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

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

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

F.6.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* (First Source Act).

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

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

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- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- F.6.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- F.6.4** The Contractor agrees that at least 51% of the new employees hired to perform the Contract shall be District residents.
- F.6.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the Contract.
- F.6.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- F.6.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the Contract for each percentage by which the Contractor fails to meet its hiring requirements.
- F.6.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- F.6.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in in Section 36 (Disputes) of HBX Standard Contract Provisions 2016 (Attachment G.2.1).
- F.6.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

REMOVED

F.8 FAIR CRIMINAL RECORD SCREENING

- F.8.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this Section F.8). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- F.8.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- F.8.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

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F.8.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

F.8.5 This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

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

F.9 EXCHANGE PRIVACY AND SECURITY COMPLIANCE

The Contractor shall comply in all respects with the Exchange Privacy and Security Compliance Addendum (ATTACHMENT C) to this Contract.

F10. MANDATORY VACCINATION REQUIREMENT

The following DCHBX mandatory vaccination policy is incorporated into this contract by reference as ATTACHMENT B, to include Frequently Asked Question (FAQs): District of Columbia Health Benefit Exchange Authority COVID-19 Vaccination Policy for Contracts, Purchase Orders, and Grants, October 13, 2021; (and FAQs). Available at: <https://hbx.dc.gov/publication/dchbx-policies-and-procedures>.

F.11 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement

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Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to

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

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed

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in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$10,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
5. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of contractor or against third

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parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Contractor will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.

6. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

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

- D. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- E. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.
- F. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and

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equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- G. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- H. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate.

The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- I. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

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

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

- J. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- K. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

SECTION G – ATTACHMENTS

G.1 ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions

G.2 ATTACHMENTS

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

Attachment	Description
G.2.1	HBX Standard Contract Provisions
G.2.2	District of Columbia Health Benefit Exchange Authority COVID-19 Vaccination Policy for Contracts, Purchase Orders, and Grants, October 13, 2021; (and FAQs). Available at: https://hbx.dc.gov/publication/dchbx-policies-and-procedures
G.2.3	EXCHANGE PRIVACY AND SECURITY COMPLIANCE
G.2.4	HIPPA Compliance Requirement
G.2.5	U.S Department of Labor Wage Determination No.: 2015-4281, Revision 24 dated 6/27/2022
G.2.6	Way to Work Amendment Act of 2022 Way to Work Amendment Act of 2022 -Living Wage Fact Sheet Agreement
G.2.7	First Source Employment Agreement
G.2.8	EEO Compliance
G.2.9	Bidder-Offeror Certification
G.2.10	HBX Social Justice and Health Disparities Working Group Final Recommendations- Policy dated July 14, 2021
G.2.11	Negotiated Indirect Cost Rate Agreement (NICRA)