

**California Health Benefit Exchange  
(Exchange)  
RFP 2016-08: Help On-Demand**

**August 18, 2016**  
**Addendum #2**

**Summary of Changes**

Attachment 2 – Model Contract – Exhibit A – Scope of Work (replaced in its entirety,  
Please refer to Exhibit A, Scope of Work, B, 24, m, located on Page 5 of 9)

## **Exhibit A (Standard Agreement)**

### **SCOPE OF WORK**

#### **A. Purpose**

The purpose of this Agreement is to secure a web-based solution that provides consumers a mechanism for accessing what the California Health Benefit Exchange (Exchange) calls “Help On-Demand”. Currently, on CoveredCA.com, a consumer does have the option to “Find Local Help”, however, this option allows a consumer to search for a Certified Insurance Agent or a Certified Enroller, then refine their search by name, or a combination of proximity to location and language.<sup>1</sup> The consumer can then either call or visit the storefront of an Agent or Certified Enroller, or they have an option, if they have already started an application for insurance, to “delegate” the application to the Agent or Enroller from within their on-line application. In either instance, the consumer may have to wait for a callback from the Agent or Enroller which could be hours or days later or find accommodating storefront hours of operation.

The Exchange envisions a solution that would enable a consumer who is browsing the Exchange website (CoveredCA.com) to request an immediate callback from a Certified Enrollment Representative<sup>2</sup> who can help answer questions, assist with applying for insurance coverage, and assist with enrollment in a health plan that is best suited for their specific needs.

The Exchange also envisions that solutions with the requisite features already exist in the marketplace, and the Exchange therefore desires to procure a service that provides all requisite solution features, can be configured (per desired features) and is fully-hosted, operated, and maintained by the selected vendor.

The Exchange is seeking to make this solution available to consumers **on or before November 30, 2016**.

#### **B. Solution Requirements:**

The solution sought by the Exchange must provide the following features:

1. The solution must have the ability for consumers to access (“link”) to the solution from within the CoveredCA.com website. No setup or configuration should be required of the Exchange to provide this capability other than ensuring an accurate hyperlink is available to the consumer.
2. The solution must be accessible to users of the Exchange website from within the Exchange website, and the user of the Exchange website must

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<sup>1</sup> The current “Find Local Help” functionality can be viewed at <http://www.coveredca.com/get-help/local/>

<sup>2</sup> A Certified Enrollment Representative can be a Certified Insurance Agent or a Certified Enroller

### **Exhibit A (Standard Agreement)**

remain active in the Exchange website during and after their use of the Help On-Demand application.

3. The solution must have the ability for consumers to complete a secure, public facing web form(s) accessible via one or more hyperlinks from the CoveredCA.com website. The form shall allow a consumer to submit basic information such as first name, last name, preferred contact method (phone, cell phone, and email), zip code, and preferred language to opt-in for a Certified Enrollment Representative to call back.
4. The solution must be fully Americans with Disabilities Act (ADA) compliant.
5. The solution must be available in English and Spanish at minimum.
6. The solution must be configurable to allow branding to the Exchange standards.
7. The solution must have configuration parameters to allow calls to be automatically assigned to a Certified Enrollment Representative in a round robin fashion based on multiple assignment criteria in the system that will produce a “ranking” to determine the order in which assignments will be made. Assignment criteria will include Certified Enrollment Representative enrollment performance based on enrollment reports supplied by the Exchange to the vendor, preferred language requested by the consumer, and Certified Enrollment Representative availability and proximity to the consumer.
8. The solution must have the ability to make assignment of “leads” beginning with Rank 1. Once a “lead” has been assigned to Rank 1, the next “lead” should go to Rank 2, and so forth (including reassignments). The assignments should continue through the entire list until the list of available Certified Enrollment Representatives has been exhausted or an established time horizon has been reached. The time horizon should be configurable (i.e. 24 hours). Once the list has been exhausted or the time horizon expires, all new lead assignments should begin with Rank 1. This process should repeat.
9. The solution must have the functionality to facilitate timer-based auto re-assignment for calls not accepted and followed up on within a specified and configurable time period to be specified by the Exchange.
10. The solution must have the ability to configure the time periods for accepting a lead before reassigning the lead based on a minimum of three (3) distinct time periods – weekday day, weekday evening, and weekend.
11. The solution must have the ability for rankings to be established and modified for Certified Enrollment Representatives within one (1) business day.

**Exhibit A**  
**(Standard Agreement)**

12. The solution must have the ability to configure time horizons to accept holidays as weekend time horizons.
13. The solution must have the ability for new Certified Enrollment Representatives to be added individually or in batch (based on an agreed upon comma-separated values (csv) or Excel format) within one (1) business day.
14. The solution must have the ability to remove or deactivate a Certified Enrollment Representative by the Exchange within two (2) business hours.
15. The solution must have the ability for Certified Enrollment Representatives to access their own individual workspace using a secure login and password.
16. The solution must have the ability to provide Certified Enrollment Representatives workspaces that at minimum include all assigned leads, accepted leads, consumer information associated with each of the leads. The Certified Enrollment Representative should have the ability to either download in a csv or Excel format all of their accepted leads.
17. The solution must have the ability for a Certified Enrollment Representative, once added to the available queue by the Exchange to make themselves available or unavailable to take “leads” immediately through a desktop or mobile application available at minimum for Android and iOS.
18. The solution must have the ability for a Certified Enrollment Representative to receive push notifications of new call assignments, retrieve call information, accept calls, set Certified Enrollment Representative availability, and update call back status immediately through a desktop or mobile application available at minimum for Android and iOS.
19. The solution must have the ability for a Certified Enrollment Representative to maintain a history of activity relating to the “lead” (e.g. unable to contact, contacted, enrolled, etc.) directly into the solution through a desktop and mobile application.
20. The solution must have the ability for the Exchange to securely access on-demand reports to include a listing of all current Certified Enrollment Representatives and their current status and information, a listing of all “leads” including history of activity and assigned Certified Enrollment Representative, overall web activity including total number of visitors and total number of unique visitors, activity and service level tracking and reporting through a web-based interface. Information should be time-based and the solution must have the ability to break down information based on time periods such as by day, week, or month.
21. The solution must support a maximum of 10,000 concurrent consumers, 6,500 concurrent Certified Enrollment Representatives, and five (5) concurrent administrative users. The Vendor’s response should include that

## **Exhibit A (Standard Agreement)**

maximum number of concurrent consumers, enrollment representatives, and administrative users of the solution.

22. The solution must serve web pages for consumers and Certified Enrollment Representatives within an average page load time of five (5) seconds.
23. Desirable for the solution to be Google Analytics-friendly to allow for the tracking of desktop, mobile and tablet users.
24. The solution must be fully compatible with the Exchange's Information Security and Privacy Requirements, including but not limited to the following:
  - a. Account management must be automated. Those accounts with access to personally identifiable information (PII) must be strictly regulated and authorized. Accounts that are not in use must be immediately disabled. Accounts must be reviewed every 180 days. Any default accounts must be disabled or removed immediately.
  - b. The system must automatically audit account creation, modification, enabling, disabling, and removal actions for those accounts with access to PII.
  - c. The vendor must not release information outside of the established system boundary.
  - d. The vendor enforced approved authorizations for controlling the flow of information within the system and between interconnected systems.
  - e. The System must display an approved system use notification message or banner before granting access to the system that provides privacy and security notices consistent with applicable federal laws. The message must be retained until the user takes explicit action to log on.
  - f. There must be one (1) session. If more than one (1) concurrent session is required for the performance of job duties, it must be documented.
  - g. A session lock must be initiated after fifteen (15) minutes of inactivity or upon receiving a request by the user. Session lock must remain until the user unlocks the screen through authentication.
  - h. The system must conceal, via the session lock, information previously visible on the display with a publicly viewable image.
  - i. The System "must employ and document a plan to "deny all, allow-by-exception" policy for allowing defined information systems that receive, process, store, or transmit PII to connect to external information systems.
  - j. The vendor cloud must be whitelisted to receive the required data."
  - k. The System must not use live data or production data for testing

### **Exhibit A (Standard Agreement)**

- i. Any improper disclosures of PII or spillage of PII must be reported immediately to the Exchange's Privacy Officer.
  - ~~m. PII must not be stored on any type of digital or non-digital media.~~ PII shall be stored in accordance with the Privacy and Security Requirements as set forth in the Agreement.
  - n. Access to areas containing PII must be restricted. Those individuals required access must be authorized, credentials must be issued, and access lists must be reviewed every 180 days.
  - o. Services may not be performed and storage of PII may not be accomplished outside the continental U.S.
  - p. All mechanisms used to encrypt PII at rest must be FIPS 140-2 compliant and operate using the FIPS 140-2 compliant module. This requirement must also be included in the service level agreement, if applicable.
  - q. PII, as well as software and services that receive, process, store, or transmit PII must be isolated within the service provider environment to the maximum extent possible so that other service provider customers sharing physical or virtual space cannot gain access to such data or applications.
  - r. Sending PII by e-mail is prohibited.
  - s. Using a FAX to transmit PII is prohibited.
25. The solution must have the solution must provide the ability to report on-demand all data related to an individual consumer, as well as all access (who and when) to that data in a report.
26. All data within the Help On-Demand solution shall be owned by the Exchange, and the system shall allow the Exchange to access and download all data through an automated process on demand.

#### **C. Background Clearance**

If the Contractor must access any confidential information, this provision must be completed prior to implementing any portion of this scope of work.

Prior to accessing any confidential information, personal identifying information, personal health information, federal tax information, or financial information contained in the information systems and devices of the Exchange, or any other information as required by federal and State law or guidance, all staff, including employees, contract or subcontract personnel, vendors or volunteers who perform services under this Agreement must comply with the criminal background check requirements set forth in Government Code section 1043, and

## **Exhibit A (Standard Agreement)**

its implementing regulations set forth in California Code of Regulations, Title 10, section 6456. Contractor shall bear all costs associated with obtaining clearance for each said employee.

### **D. General Scope or Tasks**

The Contractor general scope and tasks include:

1. Review key documents and interview the Exchange Outreach and Sales Division and Information Technology (IT) Division to confirm the target objectives for the Help On-Demand project.
2. Confirm timelines, goals, priorities, risks and expectations for the Help On-Demand project with review and approval of the Exchange Outreach and Sales Division and IT Division.
3. Provide documentation of agreed upon requirements, business rules, configurations, workflow, administrative manual, and a user manual.
4. Provide weekly and as needed updates on the progress of development/configuration, testing, training, and implementation including status on any system fixes, while confirming and building the processes, procedures and technology to meet the project requirements and operational objectives.
5. Provide weekly written and monthly oral and written updates on the effectiveness of the solution once in production. The reports should be geared to an Executive audience.
6. Configure the solution to meet the minimum Solution Features in Section B.
7. Support User Acceptance Testing
  - a. Contractor shall assist and support three (3) Exchange staff designated to conduct the User Acceptance Testing. The Contractor and the Exchange Team will develop test scenarios that test business functionality as well as System capabilities.
  - b. The Exchange Team, in conjunction with specified users, will execute the test scenarios with the Contractor's assistance using a test environment and test database which is anticipated for no longer than a two-week period.
  - c. Defects identified and documented by the Exchange Team shall be corrected by Contractor in a reasonable time, to be specified by the Exchange Team based on the circumstances.
  - d. After all problems and deficiencies are corrected, as determined by the Exchange Team Lead and the Contractor Project Lead, the Exchange

### **Exhibit A (Standard Agreement)**

shall certify in writing that the User Acceptance Test has been completed, the System is acceptable and the Baseline Application is ready for implementation.

8. Conduct System Performance Testing
  - a. Contractor shall conduct the System Performance Test to confirm that the Exchange's System performance requirements will be met by the Application Software.
  - b. Contractor shall submit its intended approach for performing the test to the Exchange for approval and, following the Exchange approval, shall conduct the System Performance Test and present the test results to the Exchange for approval.
9. Develop or provide training guides for Certified Enrollment Representatives and administrative users.
  - a. Training guides must cover how to install or access the software for each user group, how to use all features of the software, broken down by user group.
  - b. Training guides should include sufficient visual aids / screen shots to ensure ease of use.
10. Provide a minimum of one (1) walkthrough session for administrative users to go through the features of the solution and how to use the training guides.
11. Provide a minimum of four (4) web-based walkthrough sessions for Certified Enrollment Representatives to go through the features of the solution and how to use the training guides.
12. All design, development/configuration, testing, training, and implementation phases of the Help On-Demand project must be completed and in production by **November 30, 2016**.
13. The Contractor shall gather feedback for future enhancements.

#### **E. Contract Amendment**

The Exchange may, at its sole discretion, extend the term of the contract for hosting and maintenance of the Help On-Demand solution for two (2) years or in six (6) month intervals for a maximum of twenty-four (24) months. If mutually agreed upon by the State and the Contractor, this contract shall be amended to include additional funding at the rates identified in the Bidder's proposal.



**Exhibit A  
(Standard Agreement)**

**F. Reporting Headquarters Location**

The Contractor is required to perform all services under this Agreement on site at the Exchange, unless directed otherwise by the project representative listed in this Exhibit. The Exchange office is located at 1601 Exposition Boulevard, Sacramento, California, 95815. Travel and expenses for reporting to this headquarters location shall not be reimbursed.

**G. Roles and Responsibilities:**

The Contractor Shall:

1. Provide appropriate subject matter experts and technical staff for designing, developing/configuring, installing, testing, and implementing the application within the solution environment; and
2. Correct all identified errors and results that are not in compliance with the requirements.

The Exchange Shall:

1. Ensure necessary equipment is available for testing (i.e. workstations with internet access, mobile phones with both iOS and Android version of mobile application, etc.) are available for the entire testing duration;
2. Provide subject matter experts and technical staff;
3. Provide sample data and appropriate scenarios for testing; and
4. Conduct User Acceptance Test, recording results and conducting re-test of the User Acceptance Test, as needed, until the test is successfully completed.

**H. Contract Deliverables**

1. The Contractor understands that all recommendations and contract deliverables **must** comply with the Patient Protection and Affordable Care Act of 2010, as well as sections 15438, 15439, and 100501 through 100521 of the Government Code; 1346.2 and 1366.6 of the Health and Safety Code; 10112.3 and 10112.4 of the Insurance Code.
2. The Contractor shall provide all deliverables within the timeframe specified and required by the State.
3. The Contractor understands and acknowledges that all deliverables must be reviewed, approved and accepted by the State.

**Exhibit A  
(Standard Agreement)**

4. The Contractor understands that any State-requested revisions to any deliverable shall be incorporated by the Contractor within seven (7) calendar days from the date in which the State provided its feedback, unless a different timeframe is required and specified by the State.
5. In the event the State requires additional refinements and modifications for any deliverable which occurs after that deliverable has been previously accepted by the State, the Contractor shall be required to make the additional revisions until the revised deliverable is accepted and approved by the State.
6. The Contractor shall be paid for services rendered under this Agreement in accordance with Exhibit B, Budget Detail and Payment Provisions.

**I. Project Representatives**

The representatives for this project, during the term of this Agreement, shall be:

<b>State Program Representative</b>	<b>Contractor Representative:</b>
(Representative's Name) California Health Benefit Exchange 1601 Exposition Blvd. Sacramento, CA 95815 (916) XXX-XXXX T (916) XXX-XXXX F (Email Address)	(Representative's Name) (Contractor's Name) (Address) (City, State and Zip) (916) XXX-XXXX T (916) XXX-XXXX F (Email Address)