

**Participating Addendum
for
Cloud and Software Solutions
between
District of Columbia Health Benefit Exchange Authority (DCHBX) – Contract
Number DCHBX-2027-TO-0003
and
Carahsoft Technology Corporation**

This Participating Addendum is entered into by the District of Columbia Health Benefit Exchange Authority (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number LS4983, executed by Contractor and Utah (“Lead State”) for Cloud and Software Solutions (“Master Agreement”):

Carahsoft Technology Corporation (“Contractor”)
11493 Sunset Hills Road, Suite 100
Reston, VA 20190

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Beth Drake
NASPO Contracts Team Lead
NASPO@carahsoft.com
703-889-9734

Participating Entity’s contact for this Participating Addendum is:

Kenneth Wallington
Contracting Officer
Kenneth.wallington@dc.gov
202-679-5952

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or **September 16, 2026**, whichever is later, and will terminate upon termination of the Master Agreement on **September 15, 2036**, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used only by the Participating Entity. This Participating Addendum may also be used by the District of Columbia Department of Health Care Finance and the Department of Health with prior approval by the District of Columbia’s Chief Procurement Officer (CPO).

If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

- IV. MASTER AGREEMENT MODIFICATIONS.** The following section shall change, modify, or supplement current provisions of the Master Agreement described herein.

- a.** The addition of a definition of “Metadata” in Sec. I titled “Definitions”, the text of which is included below.

- 1.32 Metadata** means any Data that is created from Purchasing Entity Data which results in an anonymized output that does not identify a Purchasing Entity or its individual Data in any manner. These outputs are generated only for lawful business purposes such as product/service improvement, training, developing algorithms for machine learning, industry benchmarking, and analytics.

- b. Section(s) 2 of Attachment A, B, and C respectively titled “Data Ownership” shall include an addition at the end each section, the text of which is bolded below.
- 2. **Data Ownership:** The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or

public jurisdiction data except (1) during data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction’s written request. For the avoidance of doubt, the service provider will retain all right, title, and interest in any Metadata.

V. Modifications and Additions to Master Agreement Terms and Conditions

1. Authorized Changes by the Contracting Officer (CO)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of the associated task order on behalf of the DCHBX. 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 Contracting Officer. In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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.

The address and telephone number of the CO is:

Kenneth Wallington
1225 I (Eye) Street, NW 4th Floor
Washington, DC 20005
Ph: 202-679-5952
Email: Kenneth.wallington@dc.gov

2. Contract Administrator

- 2.1.1** The Contract Administrator (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 contact information for the CA is:

Catherine Bennett
Information Technology Program Manager DC Health
Benefit Exchange Authority 1225 Eye Street, NW
Washington, DC 20005 catherine.bennett@dc.gov

- 2.1.2** 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:
- i. 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;

- ii. coordinating site entry for Contractor personnel, if applicable;
- iii. 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;
- iv. 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 (Section E.4); and
- v. maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices or vouchers.

2.1.3 The CA shall NOT have the authority to:

- i. award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
- ii. grant deviations from or waive any of the terms and conditions of the contract;
- iii. increase the dollar limit of the Contract or authorize work beyond the dollar limit of the Contract;
- iv. authorize the expenditure of funds by the Contractor;
- v. change the period of performance; or
- vi. authorize the use of HBX property, except as specified under the Contract.

2.1.4 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.

3. Task Order in Excess of One Million Dollars

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

4. Task Order Contracts That Cross Fiscal Years

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

5. Pricing

As provided in the NASPO Master Agreement, prices shall be and not exceed the current prices stated on the Contractor's website.

<https://www.naspovaluepoint.org/portfolio/cloud-and-software-solutions-2026-2036/carahsoft-technology-corporation/>

6. Invoice Payment

HBX will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

6.1 Invoice Submittal

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

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

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.

HBX will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in the contract (or task or delivery order), for supplies delivered and accepted or services performed and accepted, less any discounts, allowances, or adjustments provided for in the Contract.

7. The Quick Payment Act

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

8. Order of Precedence

A conflict in language shall be resolved by giving precedence to the document in the highest order or 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:

- A. Participating Addendum
- B. Master Agreement LS4983
- C. An applicable Court Order, if any
- D. Task Order Contract(s)
- E. Standard Contract Provisions
- F. RFP, as amended
- G. Proposal

VI. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

VII. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

- a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VIII. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable. Notwithstanding the foregoing, Purchasing Entities may modify or add any Participating Addendum and Master Agreement obligations in the Order issued to Contractor.
- IX. **FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- X. **Regulatory Compliance.** Notwithstanding anything to the contrary in this contract, Contractor shall comply with all applicable privacy, security, and data protection requirements, including 45 C.F.R. § 155.260 and all applicable CMS privacy and security requirements (including ARC AMPE), as amended or updated from time to time. Contractor shall ensure that all services under this contract, and all subcontractors or third-party providers performing such services, comply with the same requirements and are bound by written agreements imposing obligations no less protective than those in this contract.

The privacy and security obligations under this contract are further defined in HBX's Exchange Privacy and Security Addendum (Attachment A), which controls and shall not be limited or reduced by any other privacy or security framework referenced herein.
- XI. **INFORMATION TECHNOLOGY STANDARDS.** See "Cloud PA GovRAMP Guidance Document" embedded below.



Cloud PA GovRAMP
Guidance.pdf

- a. **GovRAMP Requirements.** Only the “Authorized” GovRAMP status may be selected for Products and Services provided to the Participating Entity. Selection of any other GovRamp status requires prior approval from the Participating Entity Chief Information Officer. GovRAMP statuses include:
- ☐ **Authorized Status:** Authorized, also referred to as full authorization, is the highest verification level which shows that a product has a proven and complete security package that has been reviewed by a Third-Party Assessing Organization (“3PAO”) to ensure compliance with the NIST 800-53 required controls by impact level. The GovRAMP Project Management Office (“PMO”) provides independent validation and verification of the security package which is then reviewed by the Sponsoring body before full approval is granted. These products participate in monthly continuous monitoring. Contractor must provide proof of current GovRAMP Authorized Status for the applicable Product(s) and Service(s) in the form of a GovRAMP Letter. Participating Entity or a Purchasing Entity may also require supplementation of this status with an overlay (e.g., CJIS overlay). If an overlay is required herein or in an Order, Contractor must provide proof of its compliance with the applicable requirements in the form of a GovRAMP Letter.
 - ☐ **Provisionally Authorized Status:** A product meets the Authorization requirements, but one or more of the following is true: one of the product’s interconnected technologies is not GovRAMP or FedRAMP Authorized and/or during the PMO review, it is identified that one or more deficiencies exists that the PMO and Sponsoring Body agree could reasonably be remediated through the issuance of a Plan of Action and Milestone entry and that those deficiencies do not materially affect the overall security posture of the product. These products also participate in monthly continuous monitoring. Contractor must provide proof of current GovRAMP Provisionally Authorized Status for the applicable Product(s) and Service(s) in the form of a GovRAMP Letter.
 - ☐ **Ready Status:** A Ready status indicates that the product meets GovRAMP’s Minimum Mandatory Requirements and most critical controls, with an annual readiness assessment completed by a 3PAO, along with monthly continuous monitoring requirements. Contractor must provide proof of current GovRAMP Ready Status for the applicable Product(s) and Service(s) in the form of a GovRAMP Letter.
 - ☐ **Core Status:** The GovRAMP Core security status provides an early step in verified GovRAMP statuses to demonstrate the maturity of a cloud product’s security program. This early step demonstrates achievement of baseline NIST 800-53 Rev. 5 controls and documentation requirements as assessed and validated by the GovRAMP PMO, along with quarterly continuous monitoring. Contractor must provide proof of current GovRAMP Core Status for the applicable Product(s) and Service(s) in the form of a GovRAMP Letter.
 - ☐ **Progressing Snapshot Program:** The GovRAMP Progressing Security Snapshot Program is an ongoing security maturity assessment for cloud products based on the

40 most impactful NIST 800-53 Rev. 5 controls as determined by the MITRE ATT&CK® Framework. The Progressing Security Snapshot Program helps service providers begin their cybersecurity journey while offering governments an initial level of insight into the risk maturity of suppliers' cloud products on an ongoing basis. Snapshots are completed on a quarterly basis to show governments and Providers where the product is on its cyber maturity journey. Contractor must provide proof of enrollment in the form of a GovRAMP letter and the most recent Snapshot score letter for the applicable Product(s) and Service(s) and must submit ongoing verification of progress until a verified status is achieved.

- b. **Application of GovRAMP Requirements.** Regardless of the status(es) selected, Contractor must provision access to Continuous Monitoring or Quarterly Progress Reports to the Participating Entity or Purchasing Entity, as applicable, for the duration of the Participating Addendum or Order, respectively.

XII. ATTACHMENTS. This Participating Addendum includes the following attachments:

- a. Attachment A: Exchange Privacy and Security Compliance Addendum, 2024

XIII. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Beth Drake
NASPO Contracts Team Lead
NASPO@carahsoft.com
703-889-9734

For Participating Entity:

Kenneth Wallington
Contracting Officer
Kenneth.wallington@dc.gov
202-679-5952

- XIV. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Madeline Hall
Signature

Madeline Hall
Printed Name

PARTICIPATING ENTITY:

Kenneth Wallington
Signature

Kenneth Wallington
Printed Name

Digitally signed by
Kenneth Wallington
Date: 2026.07.13
10:26:49 -04'00'

Senior Contracts Administrator

Title

7/10/2026

Date

Contracting Officer

Title

7/13/2026

Date