



Request for Proposals

Maryland Medical Assistance: Managed Care Enrollment Broker Service

SOLICITATION NO. DHMH OPASS- 11-10606

Issue Date: September 16, 2011

Minority Business Enterprises are Encouraged to Respond to this Solicitation

NOTICE

Prospective Offerors who have received this document from the Department of Health and Mental Hygiene's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

**STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to respond on this Contract, please fax this completed form to: 410-333-5958 to the attention of the Procurement Officer.

Title: Maryland Medical Assistance Managed Care Enrollment Broker Service
Solicitation No: (11-10606)

1. If you have responded with a "no response", please indicate the reason(s) below:
 - Other commitments preclude our participation at this time.
 - The subject of the solicitation is not something we ordinarily provide.
 - We are inexperienced in the work/commodities required.
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - The scope of work is beyond our present capacity.
 - Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
 - We cannot be competitive. (Explain in REMARKS section.)
 - Time allotted for completion of the bid/proposals is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
 - Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - MBE requirements. (Explain in REMARKS section.)
 - Prior State of Maryland Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - Payment schedule too slow.
 - Other: _____

2. If you wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
KEY INFORMATION SUMMARY SHEET**

Request For Proposals: Maryland Medical Assistance Managed Care Enrollment Broker Service

Solicitation Number: DHMH OPASS 11-10606

Issue Date: September 16, 2011

RFP Issuing Office: Maryland Department of Health and Mental Hygiene
Office of Eligibility Services

Procurement Officer: Sharon Gambrill
Office of Procurement and Support Service
Maryland Department of Health and Mental Hygiene
201 W. Preston Street,
Baltimore, MD 21201
Office Phone: (410) 767-5117
Fax: (410) 333-5958
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Contract Manager: Elise Green-Watford, Div.Chief
Office of Eligibility Services
Maryland Department of Health and Mental Hygiene
201 West Preston Street, Room L-9
Baltimore, MD 21201
Office Phone: (410) 767-5454
Fax: (410) 333-4171
e-mail: egreen-watford@dhmh.state.md.us

Proposal are to be sent to: Sharon Gambrill
Office of Procurement and Support Service
Maryland Department of Health and Mental Hygiene
201 W. Preston Street, Room 416
Baltimore, MD 21201

Pre-Proposal Conference: September 23, 2011 at 10:00 a.m. local time
300 W. Preston Street
Baltimore, MD 21201

Closing Date and Time: November 7, 2011 at 3:00 p.m.

MBE Subcontracting Goal: 25 %

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SECTION 1 - GENERAL INFORMATION

1.1	Summary Statement
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- 1.1.1 The State of Maryland is committed to offering Medical Assistance recipients a choice of managed health care plans and Primary Care Providers. The Department, through the Enrollment Broker, looks to provide a comprehensive Managed Care environment for its beneficiaries that will provide necessary health coverage in an efficient and cost conscious manner. This Managed Care initiative, developed by the Department of Health and Mental Hygiene, Medical Care Program, seeks to: improve the health status of beneficiaries, reduce expenditures, improve budget predictability, and foster the growth of an organized HealthChoice/Primary Adult Care delivery system in Maryland's Medicaid program. This is based on principles of quality, efficiency, accessibility, competition, and accountability

To this end, the Maryland Department of Health and Mental Hygiene (Department), Office of Eligibility Services is issuing this Request for Proposals (RFP) to provide the Department with comprehensive Enrollment Broker services which will reach out to, educate, and enroll eligible recipients into Maryland's HealthChoice and Primary Adult Care Program (PAC) and assist them in choosing a Primary Care Provider (PCP). The Department is seeking proposals from qualified organizations in order to obtain a Contractor to perform Enrollment Broker Services for all Enrollments into the HealthChoice and PAC Program (including eligible Maryland Children's Health Program (MCHP) beneficiaries). The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting proposals to meet the Department's requirements.

- 1.1.2 It is the State's intention to obtain services, as specified in this RFP, through a Contract between the successful Offeror and the State.
- 1.1.3 The Department intends to make a single award to the Offeror whose proposal is deemed to be the most advantageous to the State.
- 1.1.4 Offerors, either directly or through their sub-contractor(s), must be able to provide all services And meet all of the requirements requested in this solicitation.

1.2 Contract History

- 1.2.1 On June 1, 1997, the Department implemented a 1115 Medicaid Managed Care Waiver program known as HealthChoice. This program was designed under the authority of Section 1115 of the Social Security Act, effective 1/2/97. Subsequently, the Enrollment Broker Services contract was awarded via the competitive sealed proposals procurement process in 1997. To date, approximately 3.2 million Enrollments have been completed.
- 1.2.2 On July 1, 2006 the Department instituted the PAC Program, a health care program administered by the Medicaid (MA) Program. This program resulted from a waiver granted to Maryland by the Centers for Medicare & Medicaid Services (CMS) to provide limited benefit health insurance coverage to adults 19 and over with very limited income and resources.
- 1.2.3 As of July 1, 2011, 51,586 Members were enrolled into one of the five (5) Managed Care Organizations (MCOs) participating in PAC. All PAC Voluntary Enrollments and essential Enrollment Broker Services have been performed by a contracted Enrollment Broker. As of July

30, 2011, 735,859 Members were enrolled in the seven (7) MCOs participating in Maryland's HealthChoice Program. All HealthChoice Voluntary Enrollments and essential Enrollment Broker services have been performed by a contracted Enrollment Broker.

- 1.2.4 Since its inception, the Department's Enrollment Broker Services Contract has been responsible for providing timely and adequate information and education concerning the HealthChoice and PAC Program and performing all functions directly related to the Enrollment of Managed Care Recipients into an MCO. The Contract provides for the marketing, education, outreach, and Enrollment activities for Managed Care recipients who voluntarily select an MCO, as well as those recipients who do not select an MCO and are automatically assigned by the Department.

1.3 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- 1.3.1 **Annual Right to Change (ARC)** - The one-year anniversary of a Member's Enrollment in the HealthChoice/PAC Program at which time the Member may elect to stay in his or her current MCO or change to another MCO.
- 1.3.2 **Auto-Assignment** - Automated process by which the Department enrolls an Enrollee into a MCO if he or she has not selected an MCO within a specified period of time.
- 1.3.3 **Automated Call Distribution System (ACD)** - An automated system that provides a record of all individual Enrollee and Member calls answered at the HealthChoice Enrollment Broker Customer Service Center, records call dispositions, and generates all related call activity reports required by the Department.
- 1.3.4 **Carved Out Services**-Medical services that are separated from an MCO contract and paid under a different arrangement.
- 1.3.5 **Case** - A household consisting of one or more HealthChoice Members.
- 1.3.6 **Case Management**-method by which a health plan attempts to control costs by directing all of the procedures for care of an individual through a nurse or other health care professional.
- 1.3.7 **Category of Assistance (COA)** also called **Coverage Group Code (CGC)** - The alpha/numerical designation identifying the basis for which Medical Assistance eligibility is determined by the Department.
- 1.3.8 **Closed**- resolution meets the satisfaction of Department and/or recipient.
- 1.3.9 **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- 1.3.10 **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.
- 1.3.11 **Contract Manager (CM)** – The State representative for this project that is primarily responsible for Contract administration functions, including issuing written direction, compliance with terms

and conditions, monitoring this project to ensure compliance with the terms and conditions of the Contract, and in achieving on budget/on time/on target (e.g., within scope) completion of the project.

- 1.3.12 **Contractor** - The entity that enters into a contract with the Department for the provision of services described in the Contract.
- 1.3.13 **Coverage Group**-a group of people who meet specific criteria to receive Medicaid or other benefits through Maryland Medical Care Program.
- 1.3.14 **Customer Care Associate (CCA)** - An employee, subcontractor, or other agent of the Contractor who is responsible for assisting Members as set forth in this RFP.
- 1.3.15 **Department** - The Department of Health and Mental Hygiene of Maryland.
- 1.3.16 **Department of Human Resources (DHR)** - The sister agency of the Department of Health and Mental Hygiene (DHMH), which is responsible for administration of the Family Investment Program, management of the Local Departments of Social Services, and, with oversight from the Department, is responsible for the determination of Medical Assistance eligibility through its Local Department of Social Services (LDSS).
- 1.3.17 **Disenrollment/Transfer** - The process of disenrolling a Member from one MCO and enrolling that same Member with another MCO with one system transaction.
- 1.3.18 **DRAFS** - Division of Recoveries and Financial Services of the Department.
- 1.3.19 **Eligibility Span**-the period of time in which a recipient has coverage in a particular Coverage Group.
- 1.3.20 **Eligibility Verification System (EVS)** - The Department's on-line Member eligibility verification system for use by Medicaid providers to validate recipient eligibility.
- 1.3.21 **Enrollee** - An individual determined by the Department to be eligible for Enrollment into the HealthChoice Program.
- 1.3.22 **Enrollment** - The process by which the Department or the Contractor enrolls a Member into a HealthChoice MCO.
- 1.3.23 **Enrollment Package** - A set of printed materials issued by the Enrollment Broker, either by mail or in person, to newly eligible HealthChoice Enrollees and Members or to whomever requests a packet.
- 1.3.24 **Fair Hearing** - An administrative appeal by a HealthChoice Member in response to an adverse action by the Department pursuant to COMAR 10.09.72.
- 1.3.25 **Field Enrollment Consultant**- a representative who educates and enroll members while working at off site locations.
- 1.3.26 **Fixed Price with Price Adjustment Contract** - A contract that establishes a fixed price that can be adjusted upward or downward upon the occurrence of certain contingencies specified in the contract, as described at COMAR 21.06.03.02.

- 1.3.27 **Focus Group**- There are informal and formal focus groups. An informal group randomly chooses people to give input on issues and concerns. A formal group review chooses subject matter experts for the focus area being reviewed.
- 1.3.28 **Head of Household (HOH)** - The head of a household consisting of one or more HealthChoice Members. The HOH is the only Member in that household who can choose a Managed Care Organization and Primary Care Provider for all household Members.
- 1.3.29 **HealthChoice (HC)** - The Medical Assistance Managed Care program administered by the Department pursuant to COMAR 10.09.62 - 10.09.73 and Title XIX of the Social Security Act and other applicable laws and waivers to furnish and to pay for medical services for eligible individuals.
- 1.3.30 **HealthChoice Provider Network Listing (HCPNL)** - A listing mailed or presented to HealthChoice Enrollees and Members which lists primary care physicians and selected specialists of all HealthChoice Managed Care Organizations (MCO).
- 1.3.31 **Local Access Area (LAA)** - A geographic grouping (based on zip codes) of cities and towns within which a Member resides.
- 1.3.32 **Local Departments of Social Services (LDSS)** - The 24 jurisdictional offices within DHR responsible for Medical Assistance eligibility determinations.
- 1.3.33 **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- 1.3.34 **Managed Care** - A system of primary care and other medical services that are provided and coordinated by HealthChoice providers in accordance with the provisions of COMAR 10.09.62 - 10.09.73 Maryland Medicaid Managed Care Program.
- 1.3.35 **Managed Care Eligible Member (MCEM)** - An individual who has been determined eligible for the HealthChoice Program and is required to enroll in an MCO.
- 1.3.36 **Managed Care Organization (MCO)** - Any entity with which the Department contracts to provide primary care and certain other medical services to HealthChoice Members on a capitated (per Member per month) basis.
- 1.3.37 **Medicaid** - The program administered by the State under Title XIX, which provides comprehensive medical and other health related care for eligible categorically and medically needy persons. Also referred to as Medical Assistance.
- 1.3.38 **Medicaid Management Information Systems (MMIS)** - The federally mandated management information system of software, hardware, and manual procedures used to process claims and to retrieve and produce service utilization and management information.
- 1.3.39 **Medical Assistance (MA)** -a joint Federal and State program, known as Medicaid, in which a state establishes its own eligibility standards, benefits package, provider requirements, payment rates, and program administration under broad federal guidelines.
- 1.3.40 **Medical Care Program (MCP)** –a program that provides healthcare to Marylanders who are indigent. The eligibility for this program is determined by citizenship, residency, income and

assets. The program provides health services to long term care, Managed Care, primary adult care, maternal and child health care, fee-for service care, mental health, substance abuse services, and durable medical equipment and supplies. Medical Care Programs administered by the Department also include solely state financed programs such as the Kidney Disease Program.

- 1.3.41 **Member** - An individual enrolled in a HealthChoice MCO.
- 1.3.42 **Minority Business Enterprise (MBE)** – a Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.3.43 **Normal Enrollment Broker Business Days**- Monday -Friday 7:00 a.m.-7:00 p.m.
- 1.3.44 **Normal State Business Hours** - Normal State business hours are 8:00 a.m.- 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov - keyword State Holidays, and certain other days when State offices are closed.
- 1.3.45 **Notice to Proceed (NTP)**– A written notice from the Procurement Officer that work under the Contract is to begin as of a specified date. The start date listed in the NTP is the official start date of the Contract.
- 1.3.46. **Offeror** – An entity that submits a proposal in response to this RFP.
- 1.3.47 **Ombudsman Program**- A program that works on behalf of constituents to represent their interest to the government.1.3.48. **Primary Adult Care (PAC)** - The Primary Adult Care or PAC program administered by the State under Title XIX provides health services to people 19 and over who make limited amounts of money each year.
- 1.3.48. **Primary Care Provider (PCP)** - A practitioner (listed in COMAR 10.09.66.05.) who is the primary coordinator of care for the Enrollee and whose responsibility is to provide accessible, continuous, comprehensive, and coordinated health care services covering the full range of benefits required by the Maryland Medicaid Managed Care Program.
- 1.3.49 **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative that can authorize changes to the Contract. DHMH may change the Procurement Officer at any time by written notice to the Contractor
- 1.3.50 **Provider**- A physician, hospital and other healthcare provider who contracts to provide health services to persons covered by a particular healthcare program
- 1.3.51 **Provider Listing** – An organized listing of providers by service area
- 1.3.52 **Request for Proposals (RFP)** – This Request for Proposals issued by the Maryland Department of Health and Mental Hygiene, Office of Eligibility Services, Solicitation Number OPASS 11-10606 dated September 7, 2011, including any amendments.
- 1.3.53 **Special Needs Population (SNP)** - A group of Enrollees and/or Members who share a special health care need as set forth in COMAR 10.09.65.04.
- 1.3.54 **State** – “State” means the State of Maryland.

- 1.3.55 **Steering-** Guiding or directing a recipient to make a choice about one MCO versus another.
- 1.3.56 **Steering Committee-** Chaired by the Department's Office of Eligibility Services (OES), it s a forum specifically geared towards addressing concerns of the MCOs with regards to Enrollment Broker concerns and or any systematic issues with DHMH.
- 1.3.57 **State Fiscal Year (SFY) -** The twelve month period commencing July 1 of one year and ending June 30 of the next year and designated by the calendar year in which the fiscal year ends (e.g., State Fiscal Year 2012 ends June 30, 2012).
- 1.3.58 **State Monitoring Unit-** Department staff that monitors the Contractors activities with regards to the Call Center, and Outreach Services.
- 1.3.59 **Third Party Liability (TPL) -** The obligation of an individual, entity, institution, corporation, or public or private agency to pay all or part of the medical costs of Members. This includes, but is not limited to, other health insurance coverage.
- 1.3.60 **TTY -** A telecommunication device that is used to communicate with a severely hearing impaired or speech impaired person by telephone through typewritten conversation.
- 1.3.61 **Voluntary Enrollment-** The option given to recipients to choose a MCO before the enrollment deadline.
- 1.3.62 **Voluntary Enrollment Rate-** A standard rate established by the Department and the Contractor that is to be maintained during the enrollment process of a recipient into the HealthChoice/Primary Adult Care program.

1.4 Contract Type

The Contract that results from this RFP shall be a fixed price contract as defined in COMAR 21.06.03.02.A(2)

1.5 Contract Duration

The Contract resulting from this RFP shall be for a period of 2 months and 2 years beginning on or about January 19, 2012 and ending March 31, 2014 with two one year option renewals, which may be unilaterally exercised by the Department. From the date of Contract Commencement in the Notice to Proceed issued by the Procurement Officer, the Contractor shall perform Transition Operations requirements as specified in this RFP (Section 3, 3.2). No compensation will be paid to the Contractor for any transition activities it performs until the Contractor is authorized to proceed with Full Operations Services on April 1, 2012.

1.6 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Sharon Gambrill
Maryland Department of Health and Mental Hygiene
Office of Procurement and Support Services
201 West Preston Street, Room 416
Baltimore, Maryland 21201
Phone Number: 410-767-5335
Fax Number: 410-333-5958
E-mail: gambrills@dhmh.state.md.us

DHMH may change the Procurement Officer at any time by written notice.

1.7 Contract Manager

The primary point of contact in the State for purposes of this RFP after the award of any Contract is the Contract Manager at the address listed below.

The Contract Manager is:

Elise Green-Watford
Maryland Department of Health and Mental Hygiene
Office of Eligibility Services
201 W. Preston, Baltimore, Maryland 21201 Street L-9
Phone Number: 410-767-5454
Fax Number: 410-333-7141
Email: egreen-watford@dhmh.state.md.us

DHMH may change the Contract Manager at any time by written notice.

1.8 Pre-Proposal Conference

A pre-proposal conference (Conference) will be in the auditorium on September 23, 2011 beginning at 10:00 a.m. at 300 W. Preston Street, Baltimore, Maryland 21201. All interested Offerors are encouraged to attend this conference in order to facilitate better preparation of their proposals.

The Pre-Proposal Conference will be summarized. As promptly as is feasible, subsequent to the Pre-Proposal Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. This summary will also be posted on eMaryland Marketplace.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please mail, e-mail, or fax the Pre-Proposal Conference Response Form to the attention of the Contract Manager (see sub-section 1.7) no later than September 21, 2011. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call no later than September 21, 2011. DHMH will make a reasonable effort to provide such special accommodation.

1.9 eMarylandMarketplace

Each Offeror must indicate their eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of their Technical Proposal submission to this RFP.

eMM is an electronic commerce portal administered by the Maryland Department of General Services. In addition to using the DHMH web site <http://www.dhmh.md.gov/procumnt/procopps.html> and possibly other means of transmission, the RFP, associated materials, summary of the pre-proposal conference, Offeror questions and Department responses, addenda, and other solicitation related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://ebidmarketplace.com/> and click on "Registration" to begin the process then follow the prompts.

1.10 Questions

Written questions from prospective Offerors may be submitted to the Procurement Officer prior to the pre-proposal conference. If possible and appropriate, such questions will be answered at the pre-proposal conference. Questions may be submitted by mail, facsimile, or preferably by e-mail. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted to the Procurement Officer in a timely manner prior to the proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.11 Proposals Due - Date and Time

An unbound original and 7 bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1, Part 1.6, **no later than 3:00 pm Local Time on November 7, 2011 in order to be considered.** An electronic version (CD) of the Technical Proposal in MS Word format must be enclosed with the original and copies of the technical proposal. An electronic version (CD) of the Financial Proposal in MS Word format must be enclosed with the original and copies of the financial proposal. Ensure that the CDs are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal - technical or financial. See Section 4, Part 4.2 for complete instructions.

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by Procurement Officer. **Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date, November 7, 2011 at 3:00 pm Local Time will not be considered.**

Proposals may not be submitted by e-mail or facsimile.

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offerors written agreement.

1.13 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, amendments to the RFP will be posted on the DHMH Current Procurements web page and issued through eMarylandMarketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offerors proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.14 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals (in whole or in part) received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.15 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offerors proposal and is binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

1.16 Incurred Expenses

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.17 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offerors proposals to meet the requirements of this RFP.

1.18 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies). Protests must be in writing and addressed to the Procurement Officer identified in this RFP. Electronic submissions (email) **will not** be accepted.

1.19 Multiple or Alternate Proposals

Multiple proposals and alternate proposals **will not** be accepted.

1.20 Access to Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. (See Section 4.4.3.2) This confidential and/or proprietary information should be identified by page and section number and placed after Title Page and before the Table of Contents in the Proposal.

1.21 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offerors proposal. Additional information regarding MBE subcontractors is provided under paragraph 1.25 below. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror such as, but not limited to, references and financial reports shall pertain exclusively to the Offeror unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offerors proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.22 Standard Contract – ATTACHMENT A

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract (Attachment A). Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected.

1.23 Proposal Affidavit – ATTACHMENT B

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.24 Contract Affidavit – ATTACHMENT C

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included as Attachment C of this RFP. This Affidavit must be provided within five business days of notification of proposed Contract award.

1.25 Minority Business Enterprises

A minimum overall MBE subcontractor participation goal of **25%** has been established for the services resulting from this contract.

1.25.1 Offeror must include with its offer a completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D1) whereby:

- (1) The bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- (2) The bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or Offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE D-I.

If the Offeror fails to submit Attachment D1 with the bid or offer as required, the Procurement Officer shall deem the offer to be not reasonably susceptible of being selected for award.

1.25.2 Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (1) Outreach Efforts Compliance Statement (Attachment D2)
- (2) Subcontractor Project Participation Certification (Attachment D3)
- (3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

1.25.3 Offerors are responsible for verifying that the MBE(s) selected to meet the subcontracting requirement and subsequently identified in Attachment D-1 are appropriately certified and have the correct NAICS codes allowing it to perform the intended work. The MDOT MBE Directory may be found on the Web at: <http://mbe.md.state.md.us/directory/>. See 1.25.4 below.

1.25.4 A current directory of certified Minority Business Enterprises is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, P.O. Box 548, Hanover, Maryland 21076. The phone numbers are 410-865-1269, 1-800-544-6056 or TTY 410-865-1342. The directory is also available at <http://www.md.state.md.us>. The most current and up-to-date information on Minority Business Enterprises is available via this website.

1.26 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee

benefits, and that it shall not become in arrears during the term of the Contract if selected for Contract award.

1.27 Procurement Method

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.28 Verification of Registration and Tax Payment

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation.

Address: State Office Building, Room 803
301 West Preston Street
Baltimore, Maryland 21201

Web Address: <http://www.dat.state.md.us/sdatweb/datanote.html>

It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.29 False Statements

Offerors are advised that the Md. Code Ann., State Finance and Procurement Article, §11-205.1 provides as follows:

- (a) In connection with a procurement contract a person may not willfully:
 - Falsify, conceal, or suppress a material fact by any scheme or device;
 - Make a false or fraudulent statement or representation of a material fact; or
 - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at:

1.31 Living Wage Requirements

A solicitation for services resulting in a State contract valued at \$100,000 or more may be subject to the Living Wage Law, Md. Code Ann., State Finance and Procurement Article, Title 18. Contractors and Subcontractors subject to this law shall pay each covered employee no less than the hourly wage established by the Maryland Department of Labor (DLLR), Licensing and Regulation's Division of Labor and Industry (DLI) (see <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>). Offerors should complete and submit the Maryland Living Wage Affidavit (Attachment G-1). If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.

THE CONTRACT RESULTING FROM THIS RFP WILL BE DEEMED A TIER 1 CONTRACT

Living Wage rates are adjusted annually, based on the Consumer Price Index, and published by DLI by September 30. Prospective Offerors are advised that the contract(s) resulting from this solicitation will not at any time be modified to increase payment to the contractor because of increases in the Living Wage rate.

Additional information regarding Maryland's Living Wage Law is contained in the Living Wage Requirements for Service Contracts (Attachment G) and by going to the Division of Labor and Industry's Website at <http://www.dllr.state.md.us/labor/> and clicking on Living Wage

1.32 Prompt Payment Policy

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3 and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror must comply with the prompt payment requirements as outlined in sub-section 31 of the contract resulting from this solicitation (see Attachment A). Additional information is available on the GOMA website at: http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf

1.33 Federal Funding Acknowledgement and Certifications

- 1.33.1 There (are) (are not) programmatic conditions that apply to this contract, regardless of the type of funding.
- 1.33.2 The total amount of Federal funds allocated for the Department of Health and Mental Hygiene, Office of Eligibility Services is \$3,588,795,453 in Maryland State fiscal year 2012. This represents 50.3% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or Invitation for Bids or Request for Proposals.
- 1.33.3 This solicitation (does) (does not) contain federal funds. If contained, the source of these federal funds is: Medical Assistance Program. The CFDA number is: #93.778. The conditions

that apply to all federal funds awarded by the Department are contained in Federal Funds Attachment H. Acceptance of this agreement indicates your intent to comply with all conditions, which are part of this agreement.

1.34 HIPAA - Business Associate Agreement

Based on the determination by DHMH that the functions to be performed by the Offeror in accordance with Section 3 of this RFP constitute Business Associate functions as defined in HIPAA, the Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in Appendix J. The fully executed business associate agreement must be submitted within 10 working days after notification of award or award of contract, whichever is earlier. Should the Business Associate Agreement not be submitted upon expiration of the ten-day period as required by this solicitation, the Procurement Officer, upon review by the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next ranked Offeror.

1.35 Conflict of Interest Affidavit and Disclosure

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel and each of the participating subcontractor personnel shall be required to complete agreements such as Appendix 2 Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.36 Electronic Procurements Authorized

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, DBM may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.
- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the bidder/offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the RFP or the Contract.
- C. "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this RFP (e.g. §1.30 related to electronic funds transfer (EFT)) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
 1. The Procurement Officer may conduct this procurement using eMarylandMarketplace, e-mail or facsimile to issue:
 - a. the solicitation (e.g. the RFP);

- b. any amendments;
- c. pre-proposal conference documents;
- d. questions and responses;
- e. communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offerors proposal deemed not acceptable;
- f. notice that a proposal is not reasonably susceptible for award or does not meet minimum qualifications and notices of award selection or non-selection; and
- g. the Procurement Officer's decision on any protest or Contract claim.

2. An Offeror or potential Offeror may use e-mail or facsimile to:

- a. ask questions regarding the solicitation;
- b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
- c. request a debriefing; or,
- d. submit a "No Bid Response" to the solicitation.

3. The Procurement Officer, the State's Contract Manager and the Contractor may conduct day-to-day Contract administration, except as outlined in section E of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or Contract Manager.

E. The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:

- 1. submission of initial bids or proposals;
- 2. filing of protests;
- 3. filing of Contract claims;
- 4. submission of documents determined by DBM to require original signatures (e.g. Contract execution, Contract modifications, etc); or
- 5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

F. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the RFP,

SECTION 2 – OFFEROR MINIMUM QUALIFICATIONS

The State has not established any minimum qualifications for Offerors

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SECTION 3 – SCOPE OF WORK

3.1 Purpose

3.1.1. The State is issuing this solicitation for the purposes outlined in sub-section 1.1 of this RFP.

3.2 Scope of Work - Requirements

3.2.1 Overview

The Contractor shall provide the Department with comprehensive Enrollment Broker services which shall outreach to and educate Medical Assistance Enrollees about his/her Managed Care options, assist HealthChoice and PAC Enrollees to enroll in MCOs, assist HealthChoice and PAC Enrollees to choose a Primary Care Provider, and work to increase the rate of Voluntary Enrollments rather than State initiated auto-assignments. The Contractor shall be operationally established and the Enrollment function will be monitored by the Department using an online call monitoring system which will be provided by the vendor and fully capable of performing Transition Operations requirements specified in this RFP on or about January 19, 2012 and Full Operations requirements effective April 1, 2012.

The Department is required to implement the Affordable Care Act (ACA) beginning January 2014. It is the responsibility of the Department to ensure that the Maryland Medicaid program is structured to meet the expansion of eligible Medicaid recipients. Under ACA, states are required to offer an operational exchange of qualified health insurance plans that provide the best options available for coverage. The Contractor will play a key role in the Department's efforts to ensure that business services comply with state and federal health care reform regulations that impact Medicaid Enrollment. As these regulations are released, the Enrollment Broker must monitor these changes and implement them into the scope of work in areas including, but not limited to, plan Enrollment, multilingual customer support, and Consumer Web Portal services.

3.2.2. Transition and Implementation

3.2.2.1 HealthChoice and Primary Adult Care Enrollment Program Data

The Department is providing the following data based on selected Enrollment data from July 2010 through June 2011 (some data is provided for other time frames as specified) and other Program information. Understanding and analysis of this data may be helpful to the Offerors response to this RFP. However, this historical data is not a guarantee of any minimum or maximum quantities under the contract.

A. Monthly New Voluntary Enrollments

1. An average of 29,140 new individual Enrollment requests per month, which includes:
 - a. About 4,800 new Maryland Children's Health Program (MCHP) eligible's;
 - b. About 20,740 other new HealthChoice;and
 - c. About 3,600 new Primary Adult Care.

2. The distribution of HealthChoice Enrollees by MCO and local access area as of 7/1/11 (See Attachment EE;)
3. The actual voluntary Enrollment rate for the last two years is 80%.
4. An average of approximately 78.17% of new HealthChoice Voluntary Enrollments per month conducted via telephone, 9.30% via mail, and 12.53% in the field (face-to-face).
5. An average of 76.17% of new Primary Adult Care Voluntary Enrollments per month conducted via telephone, 17.06% via mail, and 6.77% in the field (face-to-face).
6. An average of 79% of recipients select a PCP during the voluntary Enrollment process.

B. Monthly “For Cause” Disenrollment and Enrollment Transfers for the HealthChoice Program

1. Annual Right to Change (ARC) Requests (this is the time that the recipients can change their MCO for any reason)
 - a. An average of 45,400 [33,300 Head-of-Household (HOH)] individual ARC requests per month for HC;
 - b. An average of 15% telephone response rate to monthly ARC requests. (9 % of the recipients respond to the ARC by contacting the Enrollment Broker as opposed to mailing the form back);
 - c. An average of less than 7% of individual ARC requests per month result in a Disenrollment from one MCO and Enrollment into another MCO (transfer); and
 - d. An average of 9100 “For Cause” individual Enrollment Transfers per month for HC (See Attachment R).

C. Telephone Call Center

1. An average of 20,574 calls received per month for the HealthChoice program.
2. An average of 18,793 Health Choice calls are answered per month.
3. Average length of call is 5 minutes, 15 seconds for the HealthChoice Program.
4. An average of 22,100 calls completed are related to the HealthChoice program. Program related calls include, but are not limited to, Voluntary Enrollment outbound calls, third party calls (language line), returned calls, and follow-up calls due to incomplete Enrollment forms/demographic

discrepancies, Enrollee Action Hotline calls are not included in the monthly average calls received statistics.

D. Monthly “For Cause” Disenrollment and Enrollment Transfers for the Primary Adult Program

1. Annual Right to Change (ARC) Requests (this is the time that the recipients can change their MCO for any reason)
 - a. An average of 3600 Head-of-Household (HOH)] individual ARC requests per month for PAC;
 - b. An average of less than 5% of individual ARC requests per month result in a Disenrollment from one MCO and Enrollment into another MCO (transfer); and
 - c. . An average of 315 “For Cause” individual Enrollment Transfers per month for PAC (See Attachment R).

E. Telephone Call Center

1. An average of 10,244 calls received per month for the Primary Adult Care program.
- 2.. An average of 7,784 Primary Adult Care calls answered per month.
3. Average length of call 3 minutes, 20 seconds for the Primary Adult Care Program.
4. An average of 8,700 calls completed related to the Primary Adult Care (PAC) program. Program related calls include, but are not limited to, voluntary Enrollment outbound calls, third party calls (language line), returned calls and follow-up calls due to incomplete Enrollment forms/demographic discrepancies. Enrollee Action Hotline calls are not included in the monthly average calls received statistics.

F. Printed Enrollment Packet Materials

1. An average of 17,300 new HOH Enrollment Packets printed, mailed, and/or distributed per month for HealthChoice and PAC (See Attachment Q). The average cost of postage for sending a new Enrollment packet has been \$2.41.
2. An average of 33,000 ARC HOH for HC and 3600 for PAC Enrollment Packets printed, mailed and/or distributed per month (See Attachment T). The average cost of postage for sending an ARC packet has been \$2.24.
3. An average of 1.4 individuals per HOH for HealthChoice Enrollees and Members. All HealthChoice Enrollment materials are mailed to the HOH rather than to each individual enrollee or Member. A 3.2% returned mail rate

by the US Post Office per month for new Enrollment Packets and a 4.2% returned mail rate by the US Post Office per month for ARC Enrollment Packets has been the average.

4. An average of 1 individual per HOH for PAC Enrollees and Members. All PAC Enrollment materials are mailed to the HOH rather than to each individual enrollee or Member. A 3.7% returned mail rate by the US Post Office per month for new Enrollment Packets and a 5.0% returned mail rate by the US Post Office per month for ARC Enrollment Packets has been the average.
5. An average of 114 pages (range from 25 pages in Region 6, Upper Eastern Shore, to 200 pages in Region 3, Baltimore City) per month for the seven regional Provider Network listings (See Attachment N). The Provider Network listings included in the above referenced Enrollment materials are not required to be printed or mailed with new Enrollment Packets or the monthly ARC packet, but the Contractor shall make Provider Network listings available to any HealthChoice enrollee or Member who requests one.
6. The current rate of return for Member satisfaction surveys is 2.60%. The current level of Member satisfaction is:
 - 58.9. % - Excellent
 - 32.0% - Good
 - 5.0% - Fair
 - 2.0% - Poor
 - 2.1% No Answer

3.2.2.2 The Contractor shall conduct the following reviews during the Transition Operations period January 19, 2012-March 31, 2012 (See Attachment L):

A. Review of the Contractor's Proposed Work Plan

During the Transition Operations period, the Contractor shall conduct a review of its proposed work plan that was submitted as part of their technical proposal as described in Section 4, Part 4.4.3.5 of the RFP. No later than February 2, 2012, the Contractor shall submit to the Department for approval its finalized work plan which shall outline overall management concepts, project management plans, project control mechanisms and timelines. No later than February 13, 2012, the Department will meet with the Contractor to review its finalized work plan.

B. Review of the Contractor's Enrollment Information System

During the Transition Operations period, the Contractor shall conduct a review of its Enrollment Information System, hardware and software to determine the overall adequacy of its system to successfully meet all Enrollment information system requirements described in Section 3, Part 3.2.21 of the RFP/Contract. No later than January 30, 2012, the Contractor shall provide to the Department for approval a detailed report of its review of its available system. In this report, the Contractor shall demonstrate its understanding of what the system should provide and their ability to transition, operate, maintain and support the system to meet all Enrollment information systems requirements specified in the RFP/Contract. The

Contractor shall explain in its system's reports any concerns it has about the adequacy of the system to meet the above referenced requirements. If the Contractor intends to modify its system, it shall explain its intentions in detail, including the rationale for any proposed changes, and provide a work plan, and schedule associated with the changes. No later than February 13, 2012 the Department will meet with the Contractor to review its Enrollment information system reports. The Contractor shall be responsible for the costs of any system modification.

C. Review of Avaya S8500 System

During the Transition Operations period, the Contractor shall conduct a review of the Avaya S8500 telephone system hardware and software (See Appendix 3 and Attachment M) to determine its intent to incorporate/use all or any components of the Avaya S8500 Telephone System in its proposed fully operational telephone system specified in Section 3, Part 3.2.25 of the RFP/Contract. No later than January 26, 2012, the Contractor shall provide to the Department for approval a report of its review of the Avaya telephone system hardware and software. In this report, the Contractor shall indicate if it intends to incorporate and use all or any components of the Avaya S8500 system hardware or software, described in Appendix 3 and Attachment M, in its proposed fully operational telephone system. If the Contractor intends to use all or any components of the system, it shall describe its intentions, including the rationale/benefit for this project, a work plan and schedule, and assurance that there will be no disruption or degradation to telephone systems requirements specified in the RFP/Contract. The physical equipment is owned by the Department and is available for use at no cost. However the maintenance and the ongoing support of the Avaya S8500 will be the responsibility of the Contractor. Any and all costs associated with this project shall be the responsibility of the Contractor and within the Fixed Price with Price Adjustment Contract resulting from this RFP. No later than February 2, 2012, the Department will meet with the Contractor to review its Telephone System report

D. Review of Targeted Monthly Voluntary Enrollment Goal

During the Transition Operations period, the Contractor shall conduct a review of all voluntary Enrollment requirements and the Targeted Voluntary Enrollment Goal of 80% specified in the RFP (See Appendix 4). No later than January 25, 2012,, the Contractor shall submit to the Department for approval a comprehensive Voluntary Enrollment Plan outlining a reasonable and attainable targeted voluntary Enrollment goal for new HealthChoice/PAC eligibles effective April 1, 2012 – March 31, 2014, which meets all voluntary Enrollment requirements as specified in the RFP. No later than February 7, 2012 the Department will meet with the Contractor to review its Voluntary Enrollment Plan. While the Department has established an 80% voluntary Enrollment goal for this RFP, damages will not be imposed on the Contractor if the 80% voluntary Enrollment goal is not achieved by the Contractor from April 1, 2012- June 30, 2012.

E. Review of Provider Network Directory (PND) Process

During the Transition Operations period, the Contractor shall conduct a review of the PND Process to determine the overall adequacy of the process to meet all PND

requirements specified in the RFP Section 3.2.8. No later than February 2, 2012, the Contractor shall submit to the Department for approval a detailed report of its review of the PND Process. In this report, the Contractor shall demonstrate its understanding of the process and its ability to transition, operate, maintain, and support the process to meet all PND requirements specified in the RFP/Contract. The Contractor shall explain in its PND Process report any concerns it has about the adequacy of the process to meet the above referenced requirements. If the Contractor intends to modify the PND Process, it shall explain its intentions in detail to the Department. No later than February 13, 2012, the Department will meet with the Contractor to review its PND Process report. (See Attachment N)

F. Review of Health Risk Assessment (HRA) Process

During the Transition Operations period, the Contractor shall conduct a review of the Health Risk Assessment (HRA) process requirements to determine the overall adequacy of the HRA process to successfully meet all HRA requirements specified in the RFP in Section 3.2.9. No later than February 13, 2012, the Contractor shall submit to the Department for approval a detailed report of its review of the HRA process. In this report, the Contractor shall demonstrate its understanding of the HRA process and its ability to transition, operate, maintain, and support the process to meet all HRA requirements specified in the RFP/Contract. The Contractor shall explain in its HRA Process report any concerns it has about the adequacy of the process to meet the above referenced requirements. If the Contractor intends to modify the HRA process, it shall explain its intentions in detail to the Department. No later than February 17, 2012, the Department will meet with the Contractor to review its HRA Process report.

G. Review of Printed Enrollment and Outreach Materials

During the Transition Operations period, the Contractor shall conduct a review of the printed Enrollment, satisfaction surveys and outreach materials to determine the overall adequacy of the printed materials to successfully meet all Enrollment/Outreach Materials requirements specified in this RFP Section 3.2.14. No later than January 25, 2012, the Contractor shall submit to the Department for approval a detailed report of its review of printed Enrollment and outreach materials. In this report, the Contractor shall demonstrate its understanding of the printed materials and its ability to transition, maintain, produce, and distribute the materials to meet all Enrollment/outreach materials requirements specified in the RFP/Contract. The Contractor shall explain in its Printed Enrollment and Outreach Materials report concerns it has about the adequacy of the materials to meet the above referenced requirements. If the Contractor intends to modify any of the printed Enrollment/Outreach Materials, it shall explain its intentions in detail to the Department. No later than February 3, 2012, the Department will meet with the Contractor to review and approve its Printed Enrollment and Outreach Materials report.

- 3.2.2.3 The Contractor shall have in place and fully operational no later than April 1, 2012 as required in the RFP/Contract, staff, office space, Post Office Box, telephones and equipment, systems and software, and all other requirements, as deemed necessary by the Department.

A. Logistical Resources (Will Be Transferable To Contractor)

The Department anticipates the following resources will be available to the Contractor through the incumbent: All of the equipment listed in Attachment M is owned by the Department and will be available to the Contractor at no cost. The Contractor shall be responsible for the replacement of any equipment, supplies or furniture if such replacement becomes necessary, as directed or approved by the Department Contract Manager.

1. The Avaya S8500 hardware and software (see Appendix 3, Attachment M) is being used by the current Contractor to process telephone Enrollment transactions, telephone Help Line general inquiries, and language translation services. The new Contractor shall supply a telephone system that will allow the Department's Monitoring Unit the capability to do off site monitoring in the event the Contractor's Call Center is not located within five (5) miles of the Departments Headquarters (201 W. Preston Street, Baltimore, Maryland) and with direct access to the MTA (bus line, subway or light rail system).
2. Office equipment (including PCs, video display terminals, telephones, fax machines, copiers, etc.) and furniture to accommodate approximately forty-six (46) administrative, clerical, and technical staff (See Attachment M). The Contractor must inventory this equipment and any subsequent equipment and the inventory list must be made available to the Department for review upon request. The Contract Manager may direct repair or maintenance of equipment at the Contractor's expense if equipment is found in disrepair or is not appropriately maintained.
3. Work with the incumbent vendor to retain as many staff Members as possible from the current Enrollment Broker Program. The Contractor shall have full responsibility for transitioning and retaining staff currently employed at the Enrollment Broker Program. Regardless of its ability to retain staff, the Contractor shall meet all staffing requirements specified in its proposal by March 2, 2012.
4. Work with the incumbent vendor, to transfer HealthChoice/PAC program telephone lines and numbers and the Post Office Box. The Contractor shall transfer the telephone lines and numbers and Post Office Box if possible, or establish the requisite telephone lines and numbers and Post Office Box for the sole purpose of providing the required Enrollment services referenced in Section 3.2.36 of the RFP.

B. The Contractor shall:

1. Provide to the Department, no later than January 13, 2012 a detailed Transition and Implementation Work Plan with time lines, Gantt charts, resource requirements, staffing classifications and levels, dependencies, and critical paths of all transition and implementation tasks and activities, and all ongoing operating responsibilities of the RFP/Contract;

2. Work with the Department and the current Contractor to relocate and utilize furniture and/or equipment, Avaya S8500 telephone system, and other logistical resources.
3. Work with the Department and the current Contractor to transfer or renew the lease at the current Enrollment Broker location;
4. Work with the Department and the current Contractor to transfer existing HealthChoice/PAC Enrollment Broker Program toll free telephone numbers, local telephone numbers and lines, and Post Office Box;
5. Work with the Department and the current Contractor to acquire and utilize any existing stock of outreach and Enrollment materials;
6. Obtain and maintain from the current Contractor all HealthChoice/PAC Enrollment records and related data specified by the Department;
7. Have in place and operational for testing/readiness review purposes and no later than February 13, 2012, the Contractor's Enrollment Information System (EIS), telephone system, staff, and all other Full Operations requirements specified in Section 3 of the RFP. The Contractor shall participate in a readiness review of all full operations requirements specified in Section 3 of the RFP/Contract, which will be conducted by the Department February 13 – 15, 2012. In the event that the Contractor is not capable of meeting all full operations requirements to the Department's satisfaction, the Contractor shall develop, provide, and execute a Corrective Action Plan (CAP), to be approved by the Department, which shall assure full operations requirements are met no later than February 24, 2012.

3.2.3 HealthChoice Eligibility

Eligibility for the HealthChoice Program is determined by the DHR through its Local Departments of Social Services (LDSS) and the Department through its Local Departments of Health (LHD). On a daily basis, eligibility information is passed from the LDSS and LHD to the Department via an interface between the Client Automated Resource and Eligibility System (CARES) and the Medicaid Management Information System (MMIS), and then processed on MMIS by the Department (See Appendix 5). Enrollment transactions will be transmitted from the Department to the Contractor within 24 hours after the Eligibility Span is populated in MMIS. The Contractor shall not have access to MMIS.

3.2.4 Primary Adult Care Eligibility

Eligibility for PAC Program of DHMH is determined by the PAC staff at DHMH's Division of Eligibility Waiver Services (DEWS). Enrollment transactions will be transmitted from the Department to the Contractor within 24 hours after the Eligibility Span is populated in MMIS. The Contractor shall not have access to MMIS.

3.2.5 MCO Enrollment

- 3.2.5.1 The Contractor shall outreach, educate, and enroll eligible HealthChoice/ PAC Enrollees, which includes new HealthChoice Enrollees, new PAC Enrollees and

existing MA recipients who have become eligible for the Programs. These recipients are eligible because of a change from a non-HealthChoice to a HealthChoice Coverage Group code, or became eligible for the PAC Program, as well as Enrollees who have lost Medical Assistance eligibility and who regain HealthChoice/PAC eligibility after 120 days. All of these shall be considered Enrollees for purposes of the Contractor's responsibilities specified in the RFP/Contract.

- 3.2.5.2 Beginning April 1, 2012, the Contractor shall be responsible for all MCO Enrollment functions specified in the RFP.
- 3.2.5.3 The Contractor shall inform Enrollees that they will be excluded from Enrollment into the HealthChoice or PAC Program if they become Medicare eligible.
- 3.2.5.4 The Contractor shall provide assistance to recipients when selecting a MCO and Primary Care Provider, giving specific information about each MCO, such as whether or not a practice is accepting new Members, names of available locations, a list of the MCOs' network of providers including physicians, hospitals, pharmacies, home health agencies and when providing other services.
- 3.2.5.5 The Contractor shall explain HealthChoice and PAC program eligibility and Enrollment requirements to all recipients.
- 3.2.5.6 The Contractor shall explain how specialized health care services can be accessed by HealthChoice and PAC Members.
- 3.2.5.7 The Contractor and the Department are the only two entities responsible for and authorized to enroll eligible recipients into the HealthChoice and PAC programs.
- 3.2.5.8 The Contractor shall explain that two health care identification cards will be issued to HealthChoice and PAC Members (See Attachment O). One will be a plastic red and white Medical Care Program/HealthChoice and the other a yellow and white card for PAC. The Department is in the process of selecting a vendor to produce and distribute Medical Care Program cards. The name and color of the card/cards may change. There will be an identification card issued by the Department to be used by Enrollees to access approved fee-for-service procedures until the recipient has been enrolled into a MCO and thereafter for carve out services. The second card will be issued by the MCO. The Contractor shall explain to Enrollees the need to take both identification cards when requesting and accessing health care services. The Contractor shall explain the use of each of the two cards to Members at the time of their Enrollment, and at any other time the question arises as defined in Section 1.3.
- 3.2.5.9 The Contractor shall enroll Department designated HealthChoice and PAC eligibles as follows:
 - A. New Enrollment
 - 1. Each new HealthChoice and PAC Enrollee's record is marked by the Department with a date flag twenty-eight (28) days in the future (67 days for Foster Care) by which time Enrollment in a MCO is required, or the Enrollee will be Auto Assigned to an MCO by the Department. For example, those Enrollees who are determined eligible for HealthChoice or

PAC Enrollment by the Department on July 1, 2011 will be given a marker of July 29, 2011 (September 6, 2011 for Foster Care) on the Departments files, by which time they shall be voluntarily enrolled by the Contractor or they will be Auto-Assigned to a MCO by the Department.

2. On a daily basis, the Department will transmit HealthChoice and PAC Enrollment transactions, by Program, to the Contractor (See Appendix 6). Routinely, Enrollment transactions are transmitted to the Enrollment Broker within 24 hours after the Eligibility Span goes into the Department's MMIS system. These transactions include any type of Enrollment. Upon receipt of new HealthChoice/PAC Enrollment transactions from the Department, the Contractor shall mail Enrollment Packets to Department designated Head-of-Household Enrollees within five business days, Monday-Friday except Holidays to ensure that Enrollees have a minimum of 21 (or 60 for foster care) days to decide on and voluntarily choose a MCO.
3. If the enrollee has not responded within ten (10) days following the mailing of the new Enrollment packet, the Contractor shall mail a reminder notice (See Attachment P) explaining that the enrollee must choose an MCO within a specified time or be Auto-Assigned by the Department. The Contractor shall conduct periodic follow-up mailings and/or telephone calls to non-respondents, as necessary, to meet the targeted Voluntary Enrollment goal and minimize State initiated Auto Assignments.
4. The new HealthChoice or PAC Enrollment packet (see Attachment Q) shall contain:
 - a. A cover letter explaining the HealthChoice/PAC program and how to enroll with an MCO and choose a Primary Care Provider (PCP). The cover letter shall include the date the Enrollees must choose an MCO or risk Auto Assignment. The letter shall be written in English and Spanish.
 - b. A HealthChoice/PAC information booklet (In both English and Spanish) containing:
 - c. Information regarding the clinical expertise and experience of providers serving individuals with special needs;
 - d. Information concerning the MCO selection process, including a statement that the Enrollee must choose a MCO in which his/her Primary Care Provider or specialist participates if he/she wishes to continue to obtain services from that provider;
 - e. Information concerning the impact and the Enrollee's recourse if an MCO selection is not made (i.e., Auto-Assignment by the State);
 - f. Information regarding the Enrollee's right to change MCOs and the frequency at which a change can be made;

- g. Information regarding the Enrollees right to self-refer for special medical services (such as family planning and diagnostic services);
- h. Information regarding the MCO Special Needs Coordinators for Special Needs Populations;
- i. A statement that informs Enrollees about additional information that is available (and how it can be obtained) and special assistance that is available such as how to request a face-to-face Enrollment encounter;
- j. A statement that informs Enrollees that any attempt by an MCO, provider or other person acting on behalf of an MCO or Provider to influence their selection of an MCO, is prohibited, and should be reported immediately to the Contractor via the HealthChoice Enrollment Help Line.
- k. An MCO Comparison Chart in both English and Spanish comparing all of the MCOs benefits/services available in the programs. The information in this comparison chart is to be updated quarterly.
- l. An MCO Performance Card in both English and Spanish that demonstrates how the participating MCOs compare to each other in key areas. This information is to be updated annually.
- m. A Doctor/Clinic Listing Request Card which allows the Member to request a Provider Listing. This card is postage-paid addressed to the HealthChoice/PAC Enrollment Program. The Provider Listing is a regional HealthChoice/PAC Provider Network Listing of all HealthChoice MCOs and affiliated Providers such as PCP and selected specialists, hospitals, Federally Qualified Health Centers and Regional Health Centers, in a recipient's regional Local Access Area.
- n. A brochure from each MCO providing detailed information regarding health care covered services, affiliated provider networks and access information.
- o. An MCO Enrollment form in both English and Spanish used to enroll the HOH and at least three other Members of the household and their choices of a PCP.
- p. A Health Risk Assessment (HRA) form in both English and Spanish to gather health risk information about Enrollees and used by the MCOs to determine a Member's need for contact or an appointment with a Provider.
- q. An Enrollment Broker addressed and postage-paid Satisfaction Survey Card in both English and Spanish used to ask recipients about their satisfaction with Enrollment Broker services.

- r. A brochure that outlines services available for Special Needs Children enrolled in HealthChoice.
- s. A postage-paid envelope addressed to the HealthChoice Enrollment Program will be used by recipients to send back their Enrollment information for processing.

B. For Cause Disenrollment/Enrollment/Transfers (See Attachment R)

- 1. An eligible HealthChoice/PAC enrollee may be permitted to disenroll for cause from one MCO and reenroll in another MCO outside of their annual right to change (ARC) period only if he/she is not currently hospitalized and as defined in COMAR 10.09.63 A (1-3).
- 2. The Contractor shall develop and implement procedures, and assign adequate staff to allow Members' expedient Disenrollment from an MCO and Enrollment into another MCO (transfer) as follows:
 - a. A Member may disenroll from a MCO and enroll in another MCO (transfer) if the Member moves to a county that is not served by the Member's present MCO.
 - b. The Members of a Head-Of-Households (HOH) family, who are enrolled in different MCOs, may, at the request of an adult enrollee, be disenrolled from one MCO and enrolled in another MCO so that all family Members are assigned to one MCO (COMAR 10.09.63.06A). In the case of a newborn, the mother is allowed to enroll her newborn into the MCO in which her other children are enrolled and still maintain her eligibility in a different MCO. To do so, she must contact the Enrollment Broker after she receives the newborn's Medical Assistance number.
 - c. A Member who moves or becomes homeless, creating a transportation hardship that may be resolved by Enrollment into another MCO serving the Member's new Local Access Area (See Definitions), may request to be disenrolled from the current MCO and Enrolled into another MCO.
 - d. Children who move to a Foster Care placement where family Members or other Foster Care children are served by a different MCO may be transferred to that MCO.
 - e. In cases of an Auto Assignment, a one-time change can be made by the enrollee to another MCO if the affected Enrollee has maintained Membership in HealthChoice for less than 12 months and, if the enrollee is NOT currently hospitalized. (Note: If the Enrollee loses eligibility and is reenrolled by the Department, the Enrollee is still eligible for the one-time change as long as the Enrollee has been Auto-Assigned for less than 12 months.)

3. Requests for changing MCOs “For Cause” shall be reviewed and either approved or denied by the Contractor based on the criteria listed above. If the Contractor encounters a situation where an Enrollee is requesting an MCO change based solely on urgent medical need, it shall be referred to the HealthChoice Enrollee Action Line to be considered for exception. Such changes shall not be authorized by the Contractor. If a Member’s request to change MCOs for cause is denied, he or she may exercise appeal rights as defined by the Regulations COMAR 10.09.72.05 (See Attachment S). With respect to Members who belong to a Special Needs Population, the Contractor shall apply a liberal interpretation of “For Cause” to transfer requests.

C. Annual Right to Change (ARC) Disenrollment/Enrollment (Transfer)

1. Upon the annual anniversary of the month of Enrollment in a HealthChoice/PAC MCO, the Contractor shall give the Member an opportunity to disenroll from his/her current MCO and enroll in another MCO (transfer) or to remain with his/her current MCO.
 - a. The Department will transmit separate monthly ARC transaction files (See Appendix 7) via CONNECT: DIRECT (See Appendix 8) to the Contractor. These files will contain information for the respective Members who are scheduled for their ARC for the following month.
 - b. The Contractor shall transmit to each MCO its specific monthly ARC transaction data by the 28th of the month. This data shall be for recipients who were eligible to disenroll from their current MCO and Enroll in another MCO (transfer) the preceding month.
 - c. Within five (5) business days after receipt of the monthly ARC file from the Department, the Contractor shall mail or provide to the respective ARC Member’s HOH, the ARC packet.
2. The ARC Packet shall contain (See Attachment T)
 - a. A Cover Letter explaining what the Member needs to do;
 - b. A brochure for each HealthChoice/PAC MCO;
 - c. A MCO Comparison Chart listing the services provided by each MCO;
 - d. An Annual Right to Change Enrollment Form.
 - e. A Health Risk Assessment Form;
 - f. A notice telling the Member what to do if an MCO is steering them to select a certain MCO.

- g. A Provider Listing Request Card which allows the Member to request a Provider Listing;
 - h. A brochure and wallet card in both English and Spanish containing information concerning the availability of the Department's Enrollment hotline and the grievance and appeals process;
 - i. A Postage Paid envelope addressed to the HealthChoice Enrollment Program to be used by the Member to mail information to the Enrollment Program.
3. The Contractor shall ensure that Enrollees have 21 days (60 days Foster Care) in which to choose another MCO or they will automatically remain in their current MCO.
 4. The Contractor shall process ARC Disenrollment/Enrollment requests (i.e., transfers) and appropriate HRA data as specified in the RFP/Contract and forward each transaction to the respective MCOs.
 5. The Contractor shall perform follow-up procedures for mail-in ARC Enrollment forms received with incomplete or unclear information. The follow-up procedures may include, but not be limited to, telephone calls and letters to the enrollee to request clarification and additional information necessary to assure that the ARC request is processed based on the Enrollee's choice of an MCO and PCP.
 6. The Contractor shall perform follow-up procedures on bad addresses. The addresses should be reviewed and confirmed and then reported to the State.

3.2.6 Department Initiated Auto-Assignment and Administrative Enrollment

3.2.6.1 Department Initiated Auto-Assignment

- A. For those Enrollees who do not voluntarily enroll with the Contractor within 21, or 60 days for foster care, the Department, not the Contractor, will automatically assign (See Appendix 9) the enrollee to a MCO. The Department will transmit the auto-assignment transaction via the daily file of Enrollment transactions to the Contractor as specified in Section 3, Part 3.2.21 and Part 3.2.22.
- B. The Contractor shall process the Auto-Assignment (Enrollment) on its Enrollment information system, attempt to complete the HRA, and transmit the Enrollment, and an HRA if complete, to the respective MCO within five (5) business days from the date of receipt from the Department. (See Appendix 12)

3.2.6.2 Department Initiated Administrative Enrollment (See Appendix 6)

- A. The Department will initiate and transmit administrative Enrollments to the Contractor. These Enrollments are initiated by the Department due to administrative and processing issues that require Department intervention. Administrative Disenrollment's by the Department are undertaken when the following may occur: a systems error, the provider directory is inaccurate, the

Enrollment Broker has enrolled or disenrolled a Member in error, the Member has multiple medical assistance numbers, foster care children need a 60-day window, or the Department of Juvenile Services is placing a client in a facility which may accept a certain MCO.

- B. The Contractor shall process Department initiated administrative Enrollments on its Enrollment information system, attempt to complete the HRA, and transmit the Enrollment and HRA, if completed, to the respective MCO within five (5) business days from the date of receipt from the Department.

3.2.7 Primary Care Provider (PCP) Selection

- 3.2.7.1 The Contractor shall assist HealthChoice/PAC HOH Enrollees in the selection of a PCP for each Member of the family enrolled in an MCO.
- 3.2.7.2 The Contractor shall explain to the HOH the importance of and the need for selecting a Primary Care Provider
- 3.2.7.3 The Contractor shall explain and encourage the enrollee to maintain existing PCP relationships, whenever possible.
- 3.2.7.4 In cases when a HOH wishes to select a MCO based on his or her existing relationship with a PCP, and that PCP participates in more than one HealthChoice/PAC MCO, and the HOH, after being assisted by the Contractor, still does not select a particular MCO, DHMH shall ensure that the Enrollment Broker Default Assignment of the MCO in these cases is unbiased and based on the algorithm approved by the Department (See Appendix 9)

3.2.8 Provider Network Directory (PND)

- 3.2.8.1 The Department will provide the Contractor with a weekly update file (additions, deletions and changes) and a monthly full-file replacement of the Participating Provider Network file of all PCPs, pharmacies, hospitals, and other providers participating in the HealthChoice program (See Appendix 11). The Contractor shall develop and maintain an automated directory of the above information.
- 3.2.8.2 The Contractor shall use this information as a source for HealthChoice/PAC eligibles seeking to determine which specific HealthChoice providers participate in which MCO networks, so that HOH Enrollees can make the most informed PCP selection possible.
- 3.2.8.3 The Contractor shall use the monthly full-file replacement to print and mail/distribute the printed regional provider listings referenced in this RFP in Section 3.2.23.3. The Contractor shall provide each HealthChoice MCO with a monthly electronic file of each MCOs' participating providers published in the Provider Network Listing for that month. (See Attachment N)

3.2.9 Health Risk Assessment (HRA)

The HRA is designed to establish the Enrollee's basic health status and identify individuals in need of expedited contact or services from their selected MCO. The Contractor shall:

- 3.2.9.1 Administer the HRA form (See Appendix 12) after the Head-of-Household has selected an MCO, through telephone, mail, or face-to-face Enrollment.
 - 3.2.9.2 Obtain the HRA information if an enrollee completes an Enrollment via mail and does not include the HRA.
 - 3.2.9.3 Administer the HRA and provide the HRA information to the new MCO each time a HealthChoice Member transfers to another MCO.
 - 3.2.9.4 After the Department confirms the Enrollment, transmit the completed HRA to the respective MCO within five (5) business days from the day the Health Risk Assessment is completed by the Contractor.
 - 3.2.9.5 Attempt to administer an HRA on each and every State initiated Auto-Assignment and State initiated administrative Enrollment and, if completed, forward the HRA to the respective MCO within five (5) business days of completion. If the Contractor cannot complete an HRA for a Department initiated Auto-Assignment or Enrollment, the Contractor shall mail the HRA to the HOH with instructions for the completion of it and a postage paid envelope addressed to the Contractor and request the HOH to return it within five (5) business days.
 - 3.2.9.6 Maintain the original or electronic copy of the original HRA for monitoring and audit purposes by the Department.
 - 3.2.9.7 If the Contractor and/or the HOH cannot complete the HRA, it will be the MCOs responsibility to complete it. This HRA information is not transmitted back to the Contractor.
 - 3.2.9.8 In order to assure compliance with the HRA process, the Contractor shall submit a monthly report to the Department of all processed HRAs (See Appendix 13), including the number of positive HRAs by MCO, the total number of HRAs by MCO, and the number of uncompleted HRAs by MCO.
 - 3.2.9.9 To assist the Department's Division of Quality Assurance with auditing positive HRA indicators sent to the MCOs, the Contractor will provide the Department with an HRA Positive Output File on CD by the 15th of the following month. (Attachment U).
- 3.2.10 Third Party Liability (TPL)
- 3.2.10.1 The Contractor shall review Third-Party Liability (TPL) coverage with all Enrollees.
 - 3.2.10.2 The Contractor shall send the Department a daily electronic transaction that indicates updated TPL information. The TPL information is compiled into a report, which is sent to the Department. The Department will furnish the Contractor with a form to fill out (Notice of Potential Medical Assistance Insurance/ Liability Recovery). The Contractor shall send this form directly to the Department's Division of Recoveries and Financial Services (DRAFS) Unit once completed (Appendix 14).
 - 3.2.10.3 The Contractor shall report any information to the Department's DRAFS Unit that is inconsistent with the information on the Department's TPL system.

- 3.2.10.4 The Contractor will not have to report information that is identical to that on the Department's TPL system.
- 3.2.10.5 The Contractor shall send to the Department's DRAFS Unit, with Enrollment data, any indication of TPL coverage to ensure that Medical Assistance is the payor of last resort.
- 3.2.10.6 If coverage is indicated on the Department's MMIS eligibility file, but the enrollee indicates that there is no longer any active coverage, the Contractor shall notify the Department of this discrepancy.
- 3.2.10.7 The Contractor will not be responsible for verification of TPL information, but shall transmit copies of verification if provided by the Enrollee. The Department will perform the actual verification.

3.2.11 Member Satisfaction Survey

A pre-paid, pre-addressed Member Satisfaction Survey card shall be included with all new Enrollment Packets to ensure Member satisfaction with the Enrollment process. The Contractor shall:

- 3.2.11.1 Use a brief Member Satisfaction Survey card (See Attachment V) to be approved by the Department, and mail or present it to all new Enrollment HOH Members.
- 3.2.11.2 Tabulate the responses monthly and provide the Department with a detailed report of its findings, as well as recommendations to improve Member satisfaction based on the survey findings.
- 3.2.11.3 Furnish a 5% sample of returned survey cards to the Department along with the above referenced report.

3.2.12 Enrollment Options

The Contractor shall provide the following telephone, web based, U.S. mail and face-to-face Enrollment options to all HealthChoice/PAC Enrollees.

3.2.12.1 Telephone Enrollments:

- A. The Contractor shall provide a Medical Assistance Help Line to outreach, educate, and enroll eligible recipients into the HealthChoice/PAC Program.
- B. The Contractor, with Department approval, shall develop criteria for call handling, and produce a written manual of procedures, scripts, and responses for staff training and operations.
- C. The Medical Assistance Help Line shall be staffed at a minimum of 12 hours a day from 7 AM-7 PM EST, Monday through Friday, except for State and Federal holidays (See Attachment W).
- D. The Contractor shall provide, at all other times, an after-hours message approved by the Department that will give callback information to callers.

- E. The Contractor shall develop and implement administrative policies, procedures and scripts, with Department approval, for its telephone representatives. The procedures shall assure that MCOs are represented fairly and that Enrollment staff do not favor, or appear to favor, one MCO over another. The Contractor shall develop and implement procedures to ensure against fraudulent Enrollment of persons not eligible for Medical Assistance.

3.2.12.2 Web- Based Enrollments

The Contractor shall:

- A. Provide a secure web portal to enroll eligible recipients into the HealthChoice/PAC Program.
- B. Provide to recipients the ability to electronically select an MCO/PCP using criteria as referenced in the RFP.
- C. Provide recipient access to all currently available MCO providers in a searchable format. Searching must minimally be available by provider name, provider type, provider group, provider address, zip code, county and MCO. Provider information must contain at a minimum: name, specialty, address, phone number and MCO affiliation.
- D. Confirm selection via an e-mail response or a phone call to the recipient and;
- E. Obtain all information necessary to complete the Enrollment form.
- F. Any unscheduled down time shall also be documented and explained in writing to DHMH within 24 hours.

3.2.12.3 U.S. Mail Enrollments

- A. The Contractor shall produce, provide, and/or mail a HealthChoice/PAC Enrollment Packet (See Attachment Q) to new HealthChoice/PAC Enrollees, and to any enrollee or Member who requests one.
- B. The Contractor shall ensure that Enrollees may enroll via the mail by completing the required Enrollment materials referenced in the RFP and mailing them to the HealthChoice/PAC Enrollment Broker Program.
- C. The Contractor shall have appropriate staff, resources, and equipment to receive, process, and complete mail-in Enrollment requests.

3.2.12.4 Face-To-Face Enrollments

- A. The preferred method of Enrollment for Special Needs Populations is Face-to-Face Enrollment, which affords Enrollees the most effective means of personal and direct assistance in making informed and unbiased selections, as well as achieving the educational goals outlined in this RFP.

- B. The Contractor shall provide sufficient staff and resources to ensure adequate access for Special Needs Populations who require special face-to-face Enrollments. Special Needs Populations are defined in the HealthChoice Waiver Regulations at COMAR 10.09.65.05.11.04-11(See Attachment S).
- C. The Contractor shall provide a face-to-face Enrollment opportunity for any HealthChoice/PAC enrollee who requests one. Face-to-face presentations may be conducted one-on-one or in group sessions depending upon the need and requests by Enrollees and the overall objective of the Department to facilitate face-to-face encounters.

3.2.12.5 The Contractor shall:

- A. Process all telephone and web-based Enrollments on the same day they are received. Other Enrollments obtained through the mail or in face-to-face encounters shall be processed within 24 hours of the Enrollment or by the end of the next business day if 24 hours doesn't fall on a work day.
- B. Forward to the Department any information on suspected coercive influence(s) on an enrollee in the selection of a MCO or PCP.

3.2.13 Development of Educational Materials

3.2.13.1 The Contractor shall use concise, understandable, and culturally-sensitive educational pamphlets and Enrollment materials at or below a sixth grade reading level, to be approved by the Department, which shall:

- A. Compare the benefits offered by participating MCOs;
- B. Explain the importance of maintaining an existing PCP and coordinated health care;
- C. Encourage Enrollees to maintain existing PCP relationships, and make their own choice of a participating provider;
- D. Describe health care services covered through the MCO Program;
- E. Inform Enrollees of the circumstances under which they may transfer from one MCO to another, and the procedures for doing so;
- F. Educate Enrollees and Members regarding services that may be furnished without referral from the MCO, such as family planning, and ways to access such services;
- G. Educate Enrollees and Members regarding the access to and use of medical services that are excluded from the MCO Program and can be obtained from fee-for-service providers;
- H. Inform Enrollees and Members about how they may access specialty mental health services (Attachment Q);

- I. Inform Enrollees and Members of the appeal and grievance process;
- J. Explain the exclusive nature of the Member's relationship with the MCO;
- K. Explain how to access transportation services.

3.2.13.2 The Contractor shall provide educational materials, as described in 3.2.13.1 above, which address special health care needs such as:

- A. Information stressing the importance of well-child care for children under 21, including the importance of immunizations.
- B. When appropriate, information about the Women, Infants, and Children (WIC) Program for pregnant women and children under five (5) years.
- C. Information on prenatal care for babies in utero and pregnant women.

3.2.13.3 The Contractor shall be fully responsible for the development, printing, fulfillment, and postage requirements, including postal rate increases, and all costs associated with all outreach, education, and Enrollment materials specified in the RFP and Contract.

3.2.14 Enrollment Education and Outreach Materials

3.2.14.1 The Contractor shall provide, at a minimum, the following printed outreach education and Enrollment materials:

- A. New Enrollment Packet as detailed in Section 3, Part 3.2.5.9 A. (See Attachment Q)
- B. Annual Right to Change (ARC) Packet as detailed in Section 3, Part 3.2.5.9 C. (See Attachment T)
- C. Reminder Notice as detailed in Section 3.2.5.9 number 3 (See Attachment P).
- D. Posters and Flyers -- Providing general HealthChoice/PAC Enrollment Program information (See Attachment X).

3.2.14.2 All MCOs are required to submit to the Contractor their Department-approved HealthChoice/PAC pamphlet explaining their organization (See Attachment Q). The Contractor shall work with the respective MCOs to maintain a sufficient stock of these materials for distribution to all new HealthChoice Enrollees and Members.

3.2.15 Enrollment Education and Outreach - Services

3.2.15.1 The Contractor shall make outreach and education services available to every enrollee at initial Enrollment and all Members throughout their Enrollment in HealthChoice.

3.2.15.2 The Contractor shall take a proactive role in performing outreach to eligibles to assure that each enrollee has the information needed to make an informed and educated choice of an MCO and Primary Care Provider, as well as an awareness of what is expected after the Enrollment has taken place.

3.2.15.3 In order to provide effective outreach and education services the Contractor shall, at a minimum:

- A. Become familiar with the organization and goals of the Department and HealthChoice/PAC MCOs as they relate to HealthChoice/PAC education, outreach, and Enrollment.
- B. Meet with each HealthChoice/PAC MCO to obtain detailed information about the MCOs' individual operations (See Attachment Y).
- C. Identify staff within its organization to liaison with MCOs' to promote ongoing discussions regarding outreach and education activities:
- D. Be alert to possible discrepancies between the MCOs' approved materials and actual practices as they are reported by Enrollees and Members. Document and forward any discrepancies or a report of discrepancies to the Department for investigation by the end of two (2) business days from the date the discrepancy is discovered.

3.2.16 Community Presentations and Materials

3.2.16.1 The Contractor shall be proactive in working with the community to generate interest in HealthChoice/PAC Enrollment activities; therefore it shall develop outreach presentations and materials for the community. The Contractor shall:

- A. Develop community presentations and materials that support the Department's Enrollment goals.
- B. Evaluate its own community presentations and materials by the use of written surveys or through verbal feedback from audiences or from organizations in attendance.
- C. Conduct Focus-Group Reviews with HealthChoice/PAC Enrollees when determined by the Department and/or the Contractor, to assess community presentations and/or outreach and Enrollment materials.
- D. Conduct informal focus-group reviews regarding community presentations/materials and participate in Departmental conducted formal focus-group reviews, if required by the Department.
- E. Provide additional presentations in areas where scheduled coverage is inadequate as determined by the Department and/or the Contractor, or where Voluntary Enrollments are below the agreed upon voluntary Enrollment goal. The Contractor shall ensure adequate coverage in all service areas.
- F. Provide the Department with a monthly outreach listing of all community meetings/presentations scheduled, the Field Enrollment Consultant assigned to the location and a contact number for the Field Enrollment Consultants. This listing shall be forwarded to the Department within three (3) working days of the start of the month for which it is valid.

- G. Provide to the Department, for its approval, with a minimum three (3) working day advance notice of any events or community meetings/presentations not included in the monthly listing.

3.2.17 Relationships with the Department, MCOs and Other Agencies

- 3.2.17.1 The Contractor shall work cooperatively with the Department, HealthChoice/PAC MCOs, The Centers for Medicare and Medicaid Services (CMS) and other agencies or organizations involved in the administration of the HealthChoice program.
- 3.2.17.2 The Contractor shall maintain open communications and good working relationships with LDSSs, which determine MA eligibility and Local Health Departments, which perform outreach to non-compliant and hard-to-reach recipients, assist in Enrollments of Foster Care children and operate the Ombudsman Programs for recipients in each county and Baltimore City to facilitate Enrollment activities
- 3.2.17.3 The Contractor shall conduct meetings with, and presentations for, the above groups, which are designed to promote the HealthChoice Enrollment Broker Program and facilitate Voluntary Enrollments.

3.2.18 Medical Assistance Help Line

The Department, through its Office of Health Services Administration (OHS), operates a Medical Assistance Help Action Line for solving problems Members experience with their MCOs. This hotline is in operation from 7:30 a.m. to 5:30 p.m., Monday – Friday, including holidays and closed days. If the Contractor has a problem between 5:30 p.m. and 7:30 a.m., it shall leave a message on the Medical Assistance Help Action Line's voice mail. The Contractor shall:

- 3.2.18.1 Participate in cross-training with OHS's Medical Assistance Help Line's staff in order to understand the staff's duties and responsibilities and to understand the Medical Assistance Help Action Line's "script" that is used when an enrollee or Member calls about a complaint related to the Member's Enrollment services.
- 3.2.18.2 Understand the functions of OHS's Medical Assistance Help Line so it knows which complaints to forward to the unit.
- 3.2.18.3 Refer to OHS's Medical Assistance Help Line any Enrollment complaint or inquiry which cannot be resolved. Facilitate the resolution of unresolved MCO and/or provider service disputes, by referring Members to the Office of Health Services Administration.
- 3.2.18.4 Transfer calls to the OHS's Medical Assistance Help Line without requiring the enrollee or Member to make another call.
- 3.2.18.5 Develop and maintain procedures for triaging calls for complaints, which are determined to be outside the scope of the Medical Assistance Help Line's expertise, to the MCOs' Member service representatives, the correct local Department of Social Services for Medical Assistance eligibility questions, or to appropriate Department personnel.

3.2.19 Meetings and Status Reports

3.2.19.1 The Contractor shall participate in meetings with the Department, the MCOs and any other agencies or groups as necessary to meet its obligations under the Contract. Such meetings include, but are not limited to, bi-weekly meetings with the Department to discuss daily operations, file reconciliation, and call center monitoring, outreach services, field visits and the number of presentations completed. The Contractor shall provide to the Department minutes from the bi-weekly meeting no later than two (2) business days after a meeting occurs with the Department. The Contractor shall attend quarterly Steering Committee Meetings with the Department and MCOs to discuss operational and systematic issues.

3.2.19.2 The Contractor shall submit a weekly status report to the Department's Contract Manager, by close of business each Monday (Tuesday, if Monday is a holiday) for the preceding week, outlining the activities and progress for that period. The format and requirements of the Weekly Status Report shall be developed by the Contractor and approved by the Department.

3.2.20 Language and Disability Requirements

3.2.20.1 The Contractor shall print all Enrollment materials in prose easily understood by Enrollees and Members. At a minimum, materials shall be written at or below a sixth-grade reading level and be approved by the Department before distribution.

3.2.20.2 The Contractor shall follow COMAR 10.09.65.02 H and Standard 10.8 of the MCO Performance Guidelines (See Attachment Z) in the development of outreach, education, and Enrollment materials.

3.2.20.3 If there is 5% or more of non-English speaking populations in a Local Access Area as determined by analysis from the HRA, then Enrollment Materials, staffing, etc., shall be provided in the indicated language. The Contractor shall develop bilingual materials and make them available as needed and upon request by Enrollees and Members.

3.2.20.4 The Contractor shall ensure sufficient bilingual staff is available to process Enrollment requests for non-English speaking Enrollees or use sub-contractor such as interpretation service.

3.2.20.5 The Contractor shall provide access to telephone-based language translation services for the twelve languages referenced on the back of the Provider Network Listing (See Attachment AA) and assist Enrollees and Members with accessing such services. If there is a language not spoken by the Customer Care Associate the Contractor will be responsible for providing a language line for recipients that speaks a language not available via Customer Care Associate.

3.2.20.6 The Contractor shall address the special communication needs of all aged or disabled clients including but not limited to access to Teletype (TTY) service.

3.2.21 Enrollment Information System

3.2.21.1 The Contractor shall provide, implement, operate, maintain, enhance, and support an Enrollment Information System (EIS) to meet all EIS requirements.

- 3.2.21.2 The Contractor shall accept from the Department a daily file (See Appendix 6) of requested confirmed and Auto-Assigned Enrollments, rejected Enrollments, cancellations, demographic changes, and related Enrollment Broker transactions and provide the Department with a daily file (Appendix 15) of Enrollments and Disenrollments, and related Enrollment Broker transactions and provide the MCOs with a daily file (Appendix 17) of all required Enrollment transactions
- 3.2.21.3 The Contractor's EIS shall be able to process future Enrollment end dates and report Enrollees and Members as currently eligible as reflected on the Department's file. When the Department transmits an Enrollment transaction with a future end date to the Contractor, the Contractor shall be responsible for transmitting this future end date information to the MCOs along with the Enrollment information. Only the Department can generate an Enrollment or Disenrollment transaction.
- 3.2.21.4 The Contractor shall have adequate personnel and resources in place to meet the following requirements regarding receipt, processing, and transmission of all HealthChoice Enrollment information to and from the Department and to the MCOs. (Appendix 6)
- A. Sufficient supply of all hardware, software, communication and other equipment necessary to perform the duties specified in this RFP.
 - B. Sufficient access to equipment, software and training necessary to accomplish its stated systems duties in a timely and efficient manner.

3.2.22 Enrollment File Transmission Requirements

The Contractor shall adhere to the following Enrollment file transmission requirements:

- 3.2.22.1 Transmit to the Department via CONNECT: Direct (See Appendix 8) a file containing all Enrollment, Disenrollment, and related Enrollment transactions at the close of each business day or, in an emergency, by no later than 10 a.m. the next business day. The Department will process these transactions nightly and transmit the results to the Contractor the following business day (See Appendix 6).
- 3.2.22.2 The Contractor shall review rejected Enrollments returned by the Department, and, if appropriate, correct and resubmit them to the Department via the daily Enrollment transaction file process described in 3.2.24.
- 3.2.22.3 The Contractor shall provide the MCOs with a HIPAA 834 compliant daily file (per National Electronic Data Exchange- Transaction Set Implementation Guide/Benefit Enrollment and Management-834 Specifications) of confirmed Enrollments and related transactions, via electronic media, by close of business the same day that the file was processed by the Contractor. The Contractor shall maintain the same connectivity and standard file transmission protocol and schedule that is currently in place (see Appendix 17) for daily Enrollment transaction file transmissions to the MCOs in order to ensure continuity with, and no disruption or changes to, the MCOs current daily Enrollment file transmission/acceptance procedures and processing requirements originating from the Contractor. The file transfer process used by the Contractor to

transmit Enrollment data to the MCOs shall be encrypted in accordance with HIPAA regulations.

- 3.2.22.4 The Contractor shall include Disenrollment Reason Codes established by the Department when transmitting Disenrollment transactions to the Department (See Appendix 10).
- 3.2.22.5 The Contractor shall provide the MCOs with an electronic daily ID Link File. The MCO ID Link File shall provide the MCOs with those Enrollment records from the ID Link file which correspond to the eligibility dates as issued by the Department. Currently, the Department will issue an eligibility record for a recipient using a Medical Assistance number, a number the MCO might not have on file. The ID Link process shall bridge the gap between those eligibility records for a given recipient (See Attachment BB).

3.2.23 HealthChoice/PAC Provider Network Data Base

One of the primary responsibilities of the Contractor is assisting HealthChoice/PAC Enrollees in the selection of a MCO, the Contractor shall design, develop, implement, and support, through its EIS, a HealthChoice/PAC Participating Provider data base (See Appendix 11) which includes, at a minimum, information on maximum Enrollment in participating physicians' panels, an on-line edit to disallow Enrollments into filled panels, office locations, schedules, phone numbers of participating offices, and special requirements or services of the participating physicians (hospital and specialist referrals, languages, populations served). The Contractor shall:

- 3.2.23.1 Access the network information from the Department's HealthChoice/PAC Participating Provider Network file, which will be submitted to the Contractor electronically on a weekly and monthly basis as specified in Section 3, Part 3.2.8.
- 3.2.23.2 Use this database to produce an on-line Provider Network Directory file for Contractor staff to use when assisting Enrollees in the selection of a Primary Care Provider (PCP).
- 3.2.23.3 Use this database to produce and mail the paper Provider Network listings to Enrollees upon request.

3.2.24. Enrollment Data Reconciliation

3.2.24.1 Daily Enrollment Transaction Reconciliation

- A. The Contractor shall perform a Daily Enrollment Transaction Reconciliation of all Enrollment, Disenrollment, and related transactions that it receives from the Department and that it forwards to the respective MCOs. The daily reconciliation will be used to determine if the Contractor received and fully processed on its files, all appropriate transactions forwarded by the Department if it forwarded the appropriate transactions to the respective MCOs, and if the MCOs received and were able to process the appropriate transactions on their respective files. Validation of the daily reconciliation process will be based on the Department's Number of Records Transmitted by Transaction Type Report (See Attachment CC).

- B. The Contractor shall complete the Daily Enrollment Transaction Reconciliation by the close of the next business day, unless the Department approves an extension to that date.
- C. The Contractor shall report to the Contract Manager and correct any Enrollment data transmission discrepancies to the Contract Manager within two (2) business days from the time the discrepancies are known to the Contractor.
- D. The Contractor shall submit a Corrective Action Plan to the Department within five (5) business days after the discrepancies are known to the Contractor outlining the steps the Contractor will implement to ensure that the discrepancies will not continue to occur or advise the Department and/or the respective MCO of other appropriate corrective action.
- E. The Contractor shall provide the Department and each HealthChoice/PAC MCO with a weekly summary report of the Daily Paper Enrollment Transaction Reconciliation, noting all discrepancies, the corrective action taken by the Contractor to resolve any problems, and a chart by MCO reflecting:
 - 1. All transactions sent from the Department to the Contractor;
 - 2. All transactions processed on the Contractor's Enrollment system; and
 - 3. All transactions sent by the Contractor to each MCO.

3.2.24.2 Weekly Electronic Reconciliation

- A. As a component of its EIS, the Contractor shall design, develop, and implement a comprehensive weekly electronic reconciliation of all Enrollment, Disenrollment, and related transactions that it receives from the Department, and that it forwards to the respective MCO. The weekly electronic reconciliation will be used to determine if the Contractor received and fully processed on their files all appropriate transactions forwarded by the Department, if it forwarded all appropriate transactions to the respective MCOs, and if the MCOs received and were able to process the appropriate transactions.
- B. Any discrepancies identified by the Contractor in the weekly electronic reconciliation shall be reported to the Department and the respective MCO(s) upon discovery of the discrepancy. Discrepancies caused by the Contractor shall be corrected within three (3) business days. The Contractor shall submit a corrective action plan to the Department to ensure that all appropriate Enrollment transactions are consistent on the Departments files, the Contractor's files, and the respective MCOs' files.
- C. The weekly electronic reconciliation shall be submitted to MCOs by 12 noon each Monday for the prior week. The Contractor shall provide DHMH and each MCO with a summary and detailed report of the weekly electronic reconciliation, as well as information concerning the correction of discrepancies and/or any other details relating to the reconciliation.

- D. The Contractor shall coordinate the requirements of the weekly reconciliation with all HealthChoice MCOs. The weekly electronic reconciliation will be a standing item in the Department's bi-weekly status meetings with the Contractor as required in Section 3.2.24.2.

3.2.24.3 Monthly Electronic Reconciliation

- A. As a component of its EIS, the Contractor shall design, develop, and implement a comprehensive monthly electronic reconciliation of all Enrollment, Disenrollment, and related transactions that it receives and processes from the Department, and that it forwards to the respective MCOs. The monthly electronic reconciliation will be used to determine if the Contractor received and fully processed on its files all appropriate transactions forwarded by the Department, if it forwarded all appropriate transactions to the respective MCOs, and if the MCOs received and were able to process the appropriate transactions (Attachment DD).

3.2.25 Telephone System and Call Center

The Contractor's telephone system and call center operations will serve as one of be the primary points of contact with HealthChoice/PAC Enrollees and Members. Consequently, the Contractor shall ensure compliance with all telephone system and call center operations requirements specified in the RFP/Contract.

3.2.25.1 The Contractor shall provide, operate, monitor, maintain, and support a telephone system that meets all telephone system and call center requirements.

The Contractor's telephone system shall:

- A. Maintain, monitor, and support an Automated Call Distribution (ACD) system to process, monitor, and report all Enrollment related telephone activities;
- B. Always provide the option of a live person response for all callers during the days and times of operation;
- C. Have the capability of monitoring all calls;
- D. Handle 100 calls simultaneously and have the upgrade capability to simultaneously handle 150 calls as required;
- E. Manage all calls received by an Automated Call Distribution System and assign incoming calls to available staff in an efficient manner, provide detailed analysis of the quantity, length, and types of calls received, the amount of time it takes to answer them initially, and the number of calls transferred or referred to the Department;
- F. Accurately measure the number of callers encountering busy signals, line access, or hanging up while on hold;
- G. Accurately measure the number of calls in the queue at peak times;

- H. Accurately measure the amount of time callers spend on hold;
- I. Accurately measure the total number of calls and average calls handled per day/week/month; measure the average hours of use per day;
- J. Accurately report and assess the busiest area codes (410, 301,443, and 240);
- K. Accurately report and assess the busiest day by number of calls;
- L. Provide greeting message when necessary, and educational messages approved by the Department, while callers are on hold;
- M. Allow calls to be real time monitored by the Contractor’s supervisory level staff and Department staff for the purposes of evaluating the Contractor’s performance, with a message which shall inform callers that such recording and monitoring is occurring;
- N. Within one (1) hour of discovery of an impediment to access to the Enrollment Telephone Help Line, the Contractor must provide an automatic process that will route calls to back up site which will operate in the event of line trouble or other problems so that access to the Enrollment Telephone Help Line will not be disrupted.
- O. Allow calls to be “warm transferred” (person to person) to a language line service (telephone translation service) without requiring the caller to make another telephone call;
- P. Provide detailed daily reports of abandonment rate, wait time, service levels, and other information;
- Q. Allow calls to be “warm transferred” by Contractor staff to Department staff without requiring the caller to make another telephone call.

3.2.26 Enrollment Medical Assistance Help Line

- 3.2.26.1 The Contractor shall staff the Enrollment Help Line only with personnel who have received adequate customer service telephone training.
- 3.2.26.2 The Contractor’s Enrollment Help Line shall meet the following daily required performance standards of promptness and quality as follows:
 - A. The Enrollment Help Line shall be staffed to answer at least ninety-five percent (95%) of all incoming calls within three rings or fifteen (15) seconds (a call pick-up system which places the call in queue may be used).
 - B. Telephone calls shall be of sufficient length to assure adequate information is imparted to the caller.
 - C. The wait/hold time for callers to receive a live voice response shall be no longer than 3 minutes for 95% of all incoming calls. The On Hold Time shall be

defined as the time elapsed between a call being initially answered including answered by an ACD and a response by a live operator to a caller's inquiry.

- D. The abandonment call rate shall not exceed five percent (5%).
- E. Only calls which meet criteria specified by the Department (e.g. Non ARC, non "for cause" calls, medical necessity, prescription, access to services, etc.) may be transferred or referred to the Department. Telephone responses shall be continually audited for customer services skills as well as correctness of responses.

3.2.26.3 Problems with the Enrollment Help Line shall be documented, corrected, and reported to DHMH within 24 hours.

3.2.27. Printed Correspondence System

The Contractor shall develop, print, and mail all Enrollment materials and all other required Enrollment correspondence as specified in the RFP and contract at no additional cost to the Department.

3.2.28 Administrative Reports and Record Retention

The Contractor shall submit the following reports to:
The Department of Health and Mental Hygiene
201 W.Preston Street L-9
Baltimore, Maryland 21201
Attn: Elise Green-Watford

3.2.29.1. The Contractor shall provide the Contract Manager with an Annual Service Information Report with the following details:

- A. Enrollment Activity, including at a minimum, number of completed Enrollments and Disenrollment's, number of new Enrollment requests from the Department, number of accepted Enrollments, rejected Enrollments, demographic changes, cancellations, ARC mailings and transfers by MCO, PCP Selections, HRAs and MBE expenditure information.
- B. Highlights and Accomplishments.
- C. Contract Performance Enrollment activities to be reported include the amount of calls received, mail returned to mailroom and the number of outreach and training sessions done annually.

3.2.29.2 Monthly Service Information Reports with the following details:

- A. HRA, including total number of Enrollees who completed an assessment through the Contractor, and number of Enrollees with positive HRA indicator(s) by MCO, information concerning the length of time it takes to complete the HRA, and problems/recommendations regarding the HRA.

- B. Transfer and Disenrollment Report, identifying recipients who have been transferred or disenrolled broken out by HC/PAC Coverage Group, as specified in Section 1.3 of the RFP
- C. Transfer For Cause Reason Code Report, identifying recipients who have transferred For Cause, broken out by MCO and code.
- D. Voluntary Enrollment Rate by County Report, total number of Voluntary Enrollments, broken out by county and transaction type.
- E. MCO Voluntary Enrollment Counts Report, total Voluntary Enrollments, broken out by MCO.
- F. PCP Selection Report, identifying number of Enrollees who selected a provider and/or valid PCP and those recipients who did not.
- G. MCO Default Assignment Report, identifying number of Enrollees who did not select an MCO and were assigned to an MCO by the Department, broken out by MCO, County, and type of Enrollment (phone, mail, field).
- H. Number of group outreach, education, and Enrollment sessions held, attendance and duration, in aggregate for the month and by day; number of face-to-face Enrollment interviews conducted in aggregate for the month and by day.
- I. Number of Enrollment Packets and related materials mailed and/or distributed, including a breakdown of new Enrollment Packets mailed to individual Enrollees and Members by HOH.
- J. Community outreach activities, including the dates, number of attendees, purpose, issues, and outcomes of meetings.
- K. Enrollee education and outreach activities, including the dates, attendees, purpose, issues, and outcomes of meetings.
- L. Summary data for each recipient listed on the Pregnancy Report (Attachment I) the total number of pregnant women outreached, the total number enrolled and the total number that were already enrolled.
- M. Summary report of discrepancies in eligibility information discovered during the preceding month (e.g. date of birth, sex, name);
- N. Report of Enrollment Satisfaction Survey Results;
- O. Enrollment Broker Staffing Report, identifying positions, full-time or part-time, filled or vacant, offers made, hire date, and status for key staff, date of approval by Department Contract Manager.
- P. Monthly reports shall contain information for each respective month, cumulative year-to-date information, and quarterly and annual summaries. The Contractor may suggest changes to or additional reports for the Department's consideration, review, and approval.

3.2.29.3 Weekly Service Information Reports with the following details:

- A. Daily (12-Hour) Enrollment Help line Activity Report, including:
number of telephone calls answered per day/per week by operator; total number of telephone calls received by all operators per day/per week; number of calls in queue at peak times/wait times for calls in queue; average length of call; number of calls abandoned per operator; active and inactive times per operator; and overall service levels;
- B. Enrollment Activity Report, including, at a minimum, completed Enrollments and Disenrollments, daily new Enrollment requests from the Department, accepted Enrollments, rejected Enrollments, demographic changes, cancellations, and ARC mailings and transfers by MCO as referenced in Appendix 16;
- C. Disenrollment Report, identifying the number of recipients who have been disenrolled;
- D. Outreach and Education Report, including the number of Enrollees receiving outreach materials;
- E. Incidence of Enrollees who choose MCOs vs. auto-assignment report, breakdown of elapsed time between notification and Enrollment and method of communication that led to Voluntary Enrollment (phone, mail or in-person);
- F. Number and type of requests for Disenrollment/Enrollment (MCO transfer) report and time elapsed since initial Enrollment, broken down by method of communication that led to initial and second Enrollment (phone, mail or in-person); and
- G. Status Report that identifies any problems that may affect the successful operation of the program, including suggestions and/or corrective action plan(s) to resolve problems.
- I. Weekly reports shall be due by 12 noon each Monday for the prior week and on the next business day if Monday falls on a holiday. Monthly reports shall be due by the fifteenth (15) working day of the following month, and quarterly reports shall be due by the fifteenth (15) working day of the month following the end of each quarter beginning after the onset of full operations. Annual reports are due the fifteenth (15) working day of the second month following the end of the year.

3.2.29.4 Daily Service Information Reports with the following details:

- A. Enrollment Help Line Activity Report, including: number of telephone calls answered per day by operator; total number of telephone calls received by all operators per day number of calls in queue at peak times/wait times for calls in queue; average length of call; number of calls abandoned per operator; active and inactive times per operator; and overall service levels.

- B. The Department reserves the right to change daily reporting details in the event of changes in State and/or Federal reporting requirements. The Contractor will be given sufficient notice and time to effect required changes.

3.2.29.5 Audit and Record Retention

- A. The Contractor shall design procedures for producing and maintaining reports documenting HealthChoice/PAC Enrollment activities performed by the Contractor and make the record available for review by the Department.
- B. All records shall be available for monitoring/audit by the Department for the full contract period beginning on "Full Operations" April 1, 2012 of the contract in accordance with State and Federal laws, regulations and procedures established by the Department.
- C. The Department must approve destruction of any data, material and/or work papers that have been developed in the performance of the contract resulting from this RFP. Work papers are defined as memorandums, letters, correspondence, reports and related documentation developed for and/or used in the administration of the HealthChoice/PAC Enrollment Broker program.

3.2.30 Staffing and Training Requirements

Unless substitution is approved per section 3.2.30.1 of this section, key personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract as described in the RFP or the Contractor's Technical Proposal without prior written concurrence of the Contract Manager.

- 3.2.30.1 The Contractor shall designate Key Personnel identified in its Technical Proposal to meet all Enrollment Broker requirements of this RFP. Changes in Key Personnel staff shall be pre-authorized by the Department. Key Staff shall not remain vacant for more than 30 calendar days

Key Staff shall include:

1. Program Director-oversees the HealthChoice Enrollment Service Center. oversees all customer care service functions and enrollment staff on a daily basis, including supervising technical staff that supports the Center's telecommunications and systems functions. The Program Director will continually monitor the quality assurance staff, training, and performance to ensure appropriate staffing meets customer service standards.
2. Assistant Program Director- oversees all call center operations, Customer Care Associates, and mail room staff. He or she will oversee the document handling and the production process and will serve as the back up to the Program Director.

3. Manager of Operations-oversees the technical operation of the HealthChoice Enrollment Broker Service Center and supervise technical staff that supports the Center's telecommunications systems functions. The Manager of Operations reports to the Program Director.
 4. Manager of Outreach and Education-oversees all outreach and education functions. He or she supervises the Field Enrollment Consultants. The Outreach and Education Manager reports to the Program Director.
 5. Quality Assurance Training Manager- oversees all HealthChoice Enrollment Service Center training; interfaces with supervisors, managers, and the Department to develop targeted training that will better serve the HealthChoice program. Conducts Quality Assurance audits on to enable the Contractor to meet corporate and contractual quality objectives.
- 3.2.30.2 The Contractor shall have in place sufficient professional and technical staff and organizational components to comply with all Enrollment Broker functional requirements of the RFP. The Contractor shall, at a minimum, hire or place individuals in accordance with its proposal.
- 3.2.30.3 The Contractor shall provide CCAs who have customer service experience and an understanding of the HealthChoice/PAC Enrollment Broker Program as defined in Section 1, Part 1.1. A portion of the CCAs shall have multi-lingual capabilities to be able to communicate effectively with the diverse HealthChoice/PAC population. The number of such personnel shall be sufficient to effectively conduct telephone and face-to-face encounters and meet the Enrollment performance standards specified in the RFP.
- 3.2.30.4 One week after January 19, 2012 the Contractor shall develop for DHMH approval, a training program for CCAs. The training program shall include specific provisions for regular refresher training to periodically address program, process, and policy changes. The Contractor shall have seven (7) days to do revisions and resubmit to DHMH. All CCAs shall successfully complete the training program prior to assuming their duties and responsibilities. All CCAs shall be provided with an Enrollment Desk Reference Guide (See Attachment K) and refresher training as needed. The content of the training program shall include, but not be limited to, the following components:
- A. General orientation regarding the role of CCAs;
 - B. Orientation to Maryland's HealthChoice/PAC Program and HealthChoice/PAC MCOs;
 - C. The needs and concerns of homeless and homebound individuals and persons with physical, sensory and/or cognitive disabilities;
 - D. Health care needs of individuals with disabilities and chronic illnesses as they relate to the choice of a HealthChoice/PAC and Primary Care Provider;
 - E. The HealthChoice/PAC Enrollment materials and process;

- F. The vendor's Enrollment information system;
- G. The Contractor's telephone system and call-center capabilities;
- H. The consumer advocacy agencies and community resources involved in the HealthChoice/PAC Program;
- I. Cultural sensitivity/diversity;
- J. Customer service standards and phone etiquette;
- K. Overview of HealthChoice/PAC Programs;
- L. Confidentiality requirements;
- M. Enrollment related complaints, grievances, policies, and procedures, and remedies;
- N. The completion of the Health Risk Assessment form;
- O. The Recipient Enrollment Satisfaction Survey;
- P. The Telephone referral process; and
- Q. Other training as required by the Department

3.2.30.5 Within the first month of employment each Customer Care Associates shall demonstrate, at a minimum, the following characteristics:

- A. Ability to establish and maintain an effective working relationship with the Contractor staff, Departmental personnel, HealthChoice/PAC MCOs, HealthChoice/PAC providers, Local Department of Social Services staff, Advocacy Groups, and Medical Assistance/HealthChoice Enrollees, including persons with disabilities;
- B. Ability to assist recipients in MCO and PCP selection in a compassionate, sensitive, efficient, and unbiased manner with dignity and respect;
- C. Ability to conduct interviews and to efficiently communicate with clients to optimize the recipient's MCO and Primary Care Provider selection;
- D. Ability to communicate effectively with persons having visual impairments, hearing/speech impairments, or other limitations;
- E. Ability to present information on all MCOs in an objective and unbiased manner;
- F. Knowledge of Federal and State rules and regulations governing policies and procedures relating to MCOs and the services they provide to HealthChoice/PAC;

- G. Knowledge of key health care issues, behavioral health care issues, specialty mental health issues, and the HealthChoice/PAC Managed Care delivery system;
- H. Knowledge of the information sources available on participating health care service providers and the availability of various preventive and prenatal health care services;
- I. Ability to work with the Medical Assistance population and its socio-economic, cultural, linguistic, medical, disability, and demographic characteristics;
- J. Knowledge of the principles and practices of conducting interviews to acquire and verify information;
- K. Knowledge of the types of MCO-participating providers such as physicians, hospitals, clinics, pharmacies, and laboratories;
- L. Ability to exercise sound judgment in differing circumstances and to act in a responsible and professional manner in stressful or unpleasant situations.

3.2.30.6 The Contractor shall develop and maintain a training program for all new employees. Training shall emphasize the importance of objectivity toward all MCOs. The Contractor's staff shall not recommend one MCO over another. Training shall emphasize that all callers be treated with dignity, and that the Contractor's staff respect the caller's need for privacy. The training program and any updates shall be reviewed and approved by DHMH two (2) weeks before the Contractor's implementation of the program or any updates. The training program shall at a minimum:

- A. Provide new and ongoing staff with the knowledge and skills they require to be efficient and effective in the Contractor's duties and responsibilities;
- B. Be written, and include at least two components: 1) educational objectives and 2) training modules, which include at a minimum, a Customer Service training module and a schedule that details each training element;
- C. Enable the staff to understand and effectively act on the following:
 - 1. Key health care issues and health care systems;
 - 2. The mission, goals, and structure of Maryland's HealthChoice/PAC Managed Care program;
 - 3. Maryland's Medical Assistance recipient population, including eligibility guidelines for the HealthChoice Managed Care program;
 - 4. Third-party liability resources;
 - 5. Recipient health care needs;
 - 6. Requirements for client confidentiality;
 - 7. Use of telephone and computer systems and systems operations;

8. Proper procedures to document and forward complaints;
 9. Sufficient services information about the Maryland Medical Assistance Program (e.g., abortions and other services) to allow for appropriate referral to experts within the Department;
 10. Possible barriers for recipients to access health care services, providing sufficient information to give referrals to other private or public social and human service agencies;
 11. Special Needs Populations and special services to which they can be referred.
- 3.2.30.7 Enrollment functions shall be performed by a sufficient number of staff, appropriate to perform requirements set forth in this RFP, and who have been trained and have demonstrated an understanding of, the specific functions of the HealthChoice/PAC Program requirements and standards in the RFP.
- 3.2.30.8 Review and approval describing the use of temporary employees in the event there is a need for additional staff. Temporary employees should, at a minimum, be available for outreach to Special Needs Populations (including homeless and homebound individuals), to work at such locations as mental health and drug and alcohol agencies, group homes for the developmentally disabled, hospitals, and various other community locations as needed, and to provide coverage for Contractor employees not at work due to illness, vacation, or holidays.
- 3.2.30.9 No later than January 13, 2012 the Contractor shall provide the Contract Manager with a recruitment and training plan showing how and when the proposed staff, included as part of the proposal, will be recruited, hired, trained, and placed. The plan shall include a description of the type(s) of manager(s) who possess the professional and technical skills required in order for the proposed staff to successfully complete the training program and to ensure timely implementation and efficient operation of the HealthChoice/PAC Enrollment program.
- 3.2.31 Fraud and Abuse, The Contractor shall:
- 3.2.31.1 Establish written policies and procedures for the detection and prevention of fraud and abuse, which may be committed by Members or by its employees. The Contractor shall designate appropriate staff to be responsible for the proactive detection, prevention, and elimination of instances or patterns of fraud or abuse involving its services to MA recipients. The Contractor shall submit statistical and narrative reports, which detail its fraud and abuse detection activities.
 - 3.2.31.2 Cooperate fully with centralized oversight agencies responsible for fraud and abuse detection and prosecution activities. Such agencies include the Office of the Attorney General's Medicaid Fraud Control Unit, the Centers for Medicare and Medicaid Services, the United States Office of Inspector General, the Department's Office of Inspector General, and the United States Justice Department. Internal enforcement policies and procedures adopted by the Contractor will be subject to review by the

Department to ensure consistency with the overall State and Federal civil and criminal enforcement process, and its sanctioning processes.

- 3.2.31.3 Take affirmative action to refer information of suspected or confirmed fraud or abuse to relevant oversight agencies. Standardized referral processes shall be issued by the Department so that information can be expedited for appropriate disposition.
- 3.2.31.4 Require a written provision in all subcontracts, in which the sub-contractor acknowledges that payments made to the sub-contractor are derived from Federal and State funds.
- 3.2.31.5 Notify all sub-contractors of the prohibition against submission of false claims and statements and shall require, as a written provision in all subcontracts for services rendered to MA recipients, that sub-contractors shall be held civilly and/or criminally liable to the Department for misrepresentation, fraud or abuse.
- 3.2.31.6 Immediately notify the Department, in writing, if the business relationship between the Contractor and sub-contractor terminates.

3.2.32 Removal and Re-Assignment of Staff

The Contractor shall agree to remove or reassign (at the Department's option) any HealthChoice/PAC Enrollment Program employee. Any proposed changes to the Contractor's minimum personnel qualifications and/or anticipated responsibilities of personnel shall be reviewed and approved by the Department, in writing, prior to implementation by the Contractor.

3.2.33 Physical Site Requirements for Departmental Contract Monitoring Staff

The Contractor shall provide office space and support for two (2) Members of the State's Contract Monitoring staff to work at the Contractor's physical location. Office space and support shall include at a minimum for each of the two (2) staff Members:

- 3.2.33.1 Computer access with sufficient software support to allow the Departmental staff to perform monitoring functions. Software support shall include at a minimum, word processing, email, access to the Contractor's Enrollment information system and access to the Contractor's monitoring program.
- 3.2.33.2 Standard secure desks.
- 3.2.33.3 Telecommunications equipment capable of providing monitoring functions to the Department staff to monitor the telephone Enrollment process.
- 3.2.33.4 Access to fax and copy machines.
- 3.2.33.5 Other requirements necessary to complete comprehensive monitoring functions.

3.2.34. Disaster Recovery

The Contractor shall perform an annual DR simulation per mutually agreed Contractor and Department requirements. A report of DR simulation and the back-up site review shall be submitted within 15 calendar days of the simulation exercise

Within 30 days of the start of the contract, The Contractor shall submit a detailed description of its disaster contingency and recovery plan for all requirements specified in this RFP. The Contractor will demonstrate how it will restore call center operations within 24 hours and resume all remaining operations within three (3) working days following a natural or manmade disaster. The plan shall meet recognized industry standards for security and disaster recovery requirements. The plan shall identify the disaster situations (e.g., fire, flood, terrorist event, hurricanes/tornadoes), which could result in a major failure. For each identified situation, the Offeror shall explain in detail the:

- 3.2.34.1 Preventive measures that would be instituted to minimize the likelihood of its occurrence;
- 3.2.34.2 Back-up, off-site storage, and other pre-disaster safeguards that would be implemented to minimize any disruption;
- 3.2.34.3 Tasks that would be involved, and identify by job description or title the vendor staff and Department staff involvement;
- 3.2.34.4. Recovery procedures that would be instituted to achieve normal operation, including any remote access relocation plans;
- 3.2.34.5 Time frame required to accomplish full recovery from the point of interruption;
- 3.2.34.6 Procedures for coordinating with the Department in the event of a disaster; and
- 3.2.34.7 Procedures for notifying the Department, MCOs, HealthChoice eligible's, and other relevant parties detailing the status of the system and any alternative phone numbers and/or business plans.

3.2. 35 Systems Documentation

Within 30 days of the start of the contract, the Contractor shall provide the Department with all Enrollment related systems documentation, including, but not limited to, flow charts, file formats, processing logic, data element dictionary, valid values for all Enrollment related information transaction processing, provider directory and hard-copy print file directories, and telecommunications systems. The Contractor shall also provide the Department with Department approved updates/changes to this documentation within five business days after the Department's approval.

3.2.36. Compliance with Contract Requirements

The Department's Contract Manager and/or staff may identify an issue resulting from the Contractor's non-compliance with the contract through routine monitoring or through other sources. If this occurs, the Department shall notify the Contractor, in writing, of the contractual non-compliance. The Department will designate a period of time in which the Contractor shall provide a written response, including a corrective action plan, and will recommend, when appropriate, a reasonable period of time in which the Contractor shall remedy the non-compliance. Non-compliance issues include, but are not limited to, the following provisions:

- 3.2.36.1 Complete Enrollment information system-wide failure and/or extensive downtime;
 - 3.2.36.2 Inadequate systems capability and/or support;
 - 3.2.36.3 Failure to transmit complete, accurate, and reliable Enrollment transactions to the Department and/or the MCOs in a timely manner;
 - 3.2.36.4 Failure to produce, print, and mail Provider Network Directories in accordance with the Department's requirements outlined in this RFP;
 - 3.2.36.5 Failure to provide HealthChoice/PAC eligible's with appropriate and timely Enrollment information;
 - 3.2.36.6 Failure to advise and receive approval from the Department for systems and/or Procedural changes;
 - 3.2.36.7 Failure to comply with Daily and Weekly Data Reconciliation Requirements;
 - 3.2.36.8 Inadequate telephone system service levels or telephone system-wide failure or down time;
 - 3.2.36.9 Pattern of bias with respect to one or more MCOs on the part of the Contractor or its staff;
 - 3.2.36.10 Inadequate deployment of staff and Enrollment Help Line support;
 - 3.2.36.11 Inadequate or erroneous preparation of educational and Enrollment materials for mailings;
 - 3.2.36.12 Inadequate telecommunications systems support;
 - 3.2.36.13 Inadequate reports or failure to submit reports;
 - 3.2.36.14 Failure to provide and/or failure to adhere to corrective action plans;
 - 3.2.36.15 Failure to assist Enrollees in the selection of a PCP and/or failure to submit accurate PCP information to MCOs;
 - 3.2.36.16 Inaccurate and/or incomplete Enrollment packet information;
 - 3.2.36.17 Failure to complete appropriate HRA forms for new Voluntary Enrollments;
 - 3.2.36.18 Failure to have a Disaster Recovery plan to restore call center operations within 24 hours and resume all remaining operations within three (3) business days following a natural or manmade disaster.
 - 3.2.36.19 Failure to perform an annual Disaster Recovery simulation per mutually agreed upon requirements. A report of and annual DR simulation and a back-up site review shall be submitted to the Department within 15 calendar days of the simulation exercise
- 3.2.37 Withdrawal From HealthChoice/PAC Program

In the event that an MCO withdraws from the HealthChoice/PAC Program, the Contractor shall provide outreach, education and Enrollment services to facilitate a seamless transition process for the affected Enrollees. The Contractor will provide services to enable uninterrupted service to newly eligible Enrollees while simultaneously providing timely Enrollment services to transferring MCO Members as required by the RFP/Contract. To that end, the Contractor shall:

- 3.2.37.1 Secure new Enrollment choices for the affected Members and process transfers for Enrollees wishing to transfer during the first 90 days of Enrollment into the new MCO. The Contractor shall process Enrollments via telephone, mail, or during face-to-face meetings;
- 3.2.37.2 Provide mail, fulfillment and printing services. The Contractor shall send all affected Members an Enrollment/transfer packet that provides educational information. The information will instruct Members to contact the Contractor to make a new MCO selection. The packet will contain a customized letter, a form letter from the Department, and brochures from participating MCOs, an MCO comparison chart, Enrollment forms, Health Risk Assessment form, Provider Directory request card, community Enrollment site listings and a business reply envelope;
 - 3.2.37.3 Provide call center services with the primary responsibility of educating Enrollees and enrolling them into the new MCO of their choice
- 3.2.37.4 Accommodate the projected increased call volume resulting from implementation of federal health care reform by expanding capacity at their office location. The Contractor shall hire and train temporary staff and existing call center staff to accommodate the increased workload.
- 3.2.37.5 Continue to provide comprehensive outreach, education and Enrollment services to new and currently enrolled HealthChoice/PAC Members during the process.
- 3.2.37.6 Provide to the Department and maintain a Problem Escalation Procedure for both routine and emergency situations. This Procedure must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- 3.2.37.7 Provide contact information to the Contract Manager as well as other Department personnel should the Contract Manager not be available.
- 3.2.37.8 Provide to the Department a Problem Escalation Procedure no less than 10 days prior to the beginning of the contract, and within 10 days after the start of each contract year (and within 10 days after any change in circumstance which changes the Procedure). The Problem Escalation Procedure shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Details shall include:
 - The process for establishing the existence of a problem,
 - The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution,

- Circumstances in which the escalation will occur in less than the normal timeframe,
- The nature of feedback on resolution progress, including the frequency of feedback,
- Identification of and contact information for progressively higher levels that would become involved in resolving a problem,
- Contact information for persons responsible for resolving issues after normal business hours (*i.e.*, evenings, weekends, holidays, etc.) and on an emergency basis, and
- A process for updating and notifying the Contract Manager of any changes to the Problem Escalation Procedure.

3.2.38 Exit Transition Responsibilities

The Contractor shall work cooperatively with the Department and a new contractor at the end of this Contract to transition appropriate Enrollment Broker staff, furniture, office space/lease, equipment hardware and software, and all other requirements specified in this RFP/Contract to a new contractor.

3.2.38.1 At least one year prior to the scheduled expiration of the Contract, including any renewal options, the Contractor shall develop and provide DHMH a detailed Full Operations Resources report describing which resource (*i.e.*, systems, software, furniture and equipment, materials, staffing, etc.) would be required by DHMH and/or another contractor to take over full operations and support of the requirements specified in the RFP/Contract. The Contractor's report shall include a staffing matrix with the estimated number, type, and salary of staff to carry out all full operations requirements described in the RFP/Contract. The Contractor shall base this report on its experience in the operations of the contract.

3.2.38.2 An exit transition period shall begin at least sixty (60) days and no more than 80 days prior to the last day the Contractor is responsible for operating the HealthChoice/PAC Enrollment Broker Program under the contract resulting from this RFP. During the exit transition period, the Contractor shall work cooperatively with the Department and the new contractor and provide program information and details specified by the Department. Both the program information and the working relationship between the Contractor and the new contractor will be defined by the Contract Manager.

3.2.38.3 The Contractor shall prepare and submit an Exit Transition Plan and Schedule of Activities to facilitate the transfer of responsibilities, information, equipment and furniture, computer systems, software and documentation, materials, etc., to a new contractor and/or the Department. The Exit Transition Plan shall be submitted by the Contractor twenty (20) days prior to the end of the contract to the Contract Manager. The Exit Transition Plan shall include, at a minimum:

- A. The Contractor's proposed approach to the transition;
- B. The Contractor's tasks, subtasks, and schedule for all transition activities;

- C. An organizational chart and staffing matrix of the Contractor's staff (titles, phone, e-mail, fax) responsible for transition activities;
- D. Enrollment Broker Program documentation update procedures during the transition period; and
- E. A detailed explanation of how the Contractor will begin work with a new vendor and/or the Department within ten (10) days of receipt of notice from DHMH that another contractor has been selected to provide Enrollment Broker services.
- F. The Contract Manager will review the Exit Transition Plan, and the Plan must be approved by DHMH before it can be implemented.

3.2.38.4 The Contract Manager and the new contractor will define the information required during this transition period and time frames for submission. The Department will have the final authority for determining the information required.

3.2.38.5 The Contractor shall work closely and cooperatively with the Department and the new contractor to transfer appropriate staff, office space, furniture and equipment, software, records, printed Enrollment materials, telephone numbers and lines, equipment, Post Office Box, and other requirements deemed necessary by the Department.

3.2.38.6 The Contractor shall work closely and cooperatively with the Department and the new contractor to ensure uninterrupted and efficient services to HealthChoice Enrollees and Members, the Department, and the HealthChoice MCOs during the transition period.

3.2.38.7 The Department will meet with the Contractor and the new contractor to finalize and approve a detailed exit transition plan to be implemented by the Department, the Contractor, and the new contractor.

3.2.39 Future Initiatives

3.2.39.1 As described in the RFP, the current Managed Care Program is limited to the delivery of health care services to HealthChoice and PAC eligible's. Throughout the life of the resulting contract, DHMH may increase Membership opportunities to other Medicaid eligible categories, reduce Membership opportunities in the current or future eligible categories or reduce the number of counties/regions served. Enrollment Services for new populations would remain the responsibility of the Offeror. Future Enrollment activities will include transitioning to a new MMIS (Medicaid Management Information System), which is anticipated for Sept. 2013.

3.2.39.2 Throughout the life of the resulting contract, any State and/or federally mandated changes to rules, regulations, policies and procedures or care management initiatives that become effective during the contract would be within the scope of the work for the Enrollment Broker.

3.3 Security Requirements

3.3.1 Physical Security

- 3.3.1.1 Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.
- 3.3.1.2 At all times at any State facility, the Contractor's personnel shall cooperate with State site requirements, that include but are not limited to, being prepared to be escorted at all times, providing information for badging, and wearing the badge in a visible location at all times.

3.3.2 Information Technology

- 3.3.2.1 The Contractor shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available on-line at:
<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>
- 3.3.2.2 The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The contractor shall fill-out any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.3.3 Criminal Background Check

The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall obtain (at his own expense) and provide the Contract Manager with a Maryland State Police and/or FBI background check on all new employees prior to assignment. The Contractor may not hire an employee who has a criminal record that consists of a felony or misdemeanor unless prior written approval is obtained from the Contract Manager.

3.4 MBE Reports

3.4.1 The Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports:

- 3.4.1.1 MBE Report D-4 (Attachment D), the Contractor's Invoice Report by the 10th of the month following the reporting period to the Contract Manager and the MBE Liaison Officer, and
- 3.4.1.2 MBE Report D-5 (Attachment D), the MBE Subcontractor's Invoice Report by the 10th of the month following the reporting period to the Contract Manager and the MBE Liaison Officer.

3.5 Invoicing and Payment Type

3.5.1 Invoicing

3.5.1.1 All invoices for services shall be submitted to the Contract Manager, identified in Section 1, Part 1.7 of this RFP: Elise Green-Watford, Contract Manager, DHMH, 201 W. Preston Street, Room L-9, Baltimore, MD 21201.

3.5.1.2 One copy of the invoice marked “copy”, shall be submitted to Accounts Receivable, General Accounting Division, 201 W. Preston Street, 5th Floor, Baltimore, MD 21201.

3.5.1.3 The contractor shall submit invoices to the Department by the 15th business day of the month following provision of services.

3.5.1.4 All invoices must be signed and dated.

3.5.1.5 Invoices shall include:

- Contractor name,
- Remittance address,
- Federal taxpayer identification (or if owned by an individual his/her social security number),
- Invoice period,
- Invoice date,
- Invoice number,
- Amount due,
- Contract number(s) being billed,(M00Bxxxxxxx)
- Transition Amount,
- Operations Amount,
- Maryland Children’s Health Program Costs.

Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

3.5.2 Contractor shall have a process for resolving billing errors.

3.5.3 Payment

3.5.3.1 Payments will be made as partial payments as set forth herein.

3.5.3.2 The Contractor shall be paid monthly for invoices submitted in compliance with Part 3.5.1.

3.5.3.3 The Department may decrease the Contractor’s monthly payments if the HealthChoice/PAC Voluntary Enrollment Rate falls below 80%. projected number of HealthChoice/PAC eligible’s to be enrolled or transferred by the Contractor, as referenced in Part I of this RFP, increases or decrease by 20% or more during any month of the contract. The process for any potential adjustments due to fluctuations in the projected number of HealthChoice/PAC eligible’s to be enrolled by the Contractor as referenced in Section 1.5 of the RFP.

3.5.3.4 If the Contractor exceeds reasonable estimations of work to be done, it does so at its own risk since the Department will not reimburse the Contractor more than the amount agreed to in the contract. The Contractor shall be paid for invoices submitted in compliance with 3.5.1 for work performed to the Department's satisfaction, plus any approved modifications, minus any liquidated damages, or other adjustments.

3.5.5 Damages

3.5.5.1 During the first three (3) months of the contract payment period (April 1-June 30, 2012), the Department will not seek damages if the monthly Voluntary Enrollment rate falls below the 80% goal initially established by the Department.

3.5.5.2 During the remaining months and years of the Contract (July 1, 2012- March 31, 2014), the Department will seek damages if the monthly Voluntary Enrollment goal falls below 80%.

3.5.6 Liquidated Damages rounded down

3.5.6.1 Damages shall be calculated by the Department using the monthly report of HealthChoice/PAC Voluntary Enrollment Rate report approved by the Contract Manager (See Appendix 4).

3.5.6.2 When calculating the Voluntary Enrollment goal, Sections 3.5.6.3 to 3.5.6.5 shall not apply:

- A. To Members during their Annual Right to Change (ARC) period.
- B. To the Enrollment of newborns.
- C. To Enrollees for whom the Department is not able to provide the Contractor with a current and accurate mailing address or any other information that is essential to the Voluntary Enrollment process.

3.5.6.3 Damages shall be assessed according to the following formula:

Up to 3% of monthly invoice as follows:
No less than 80% -76 % VER 1 % deduction
Not greater or equal to 75% and less than 66% VER 2% deduction
65% or less VER.....3% deduction.

3.5.6.4 The Department may waive damages in instances where the Contractor can clearly demonstrate that extraordinary efforts were made to Voluntarily Enroll Recipients who were nevertheless Auto-Assigned by the Department.

3.5.6.5 Apart from other contract breaches, which may result in default, if damages assessed at the 65% level or below exceed two (2) consecutive months the Department may institute default proceedings.

3.5.8 Service Level Metrics (SLM):

During the course of the contract, DHMH shall measure and review Contractor performance using a Performance Monitoring System. The Contractor must have in place processes to monitor, and must report against, all performance standards. The Contract Manager and other designated state personnel shall actively participate with the Contractor to approve the results, request corrective actions, and assess damages as necessary. Payments, withholdings and damages shall be administered in accordance with the process outlined in Section 3 (3.5.2 through 3.5.6) of this RFP.

The SLMs the Contractor is expected to meet are:

Maryland Service Level Metrics Table		
#	Service Level Metric	Deduction
FUNDAMENTAL		
1.	Customer Service Support – Call Center (CC) <ul style="list-style-type: none"> CC Standard 1: Call Center Availability: All operators shall be available to answer calls from 7:00 a.m. to 7:00 p.m., Eastern Time, Monday through Friday and other closed days except for State holidays. 	
2.	Customer Service Support – Call Center (CC) <ul style="list-style-type: none"> CC Standard 2: Average Speed of Answer: Ninety-five percent (95%) of all calls shall be answered within three (3) rings or fifteen (15) seconds. The performance standard shall be measured monthly and shall be reviewed with DHMH in detail as part of the monthly audit. A call pick-up system which places the call in queue may be used. 	1% of monthly invoice
3.	Customer Service Support – Call Center (CC) <ul style="list-style-type: none"> CC Standard 3: One-hundred percent (100%) of call center open inquiries shall be resolved within 24 hours. Timely response to Call Center phone inquiries with regards to the selection of HC/PAC MCOs and availability of providers shall be measured monthly and shall be reviewed with DHMH as part of the monthly audit. 	1% of monthly invoice
4.	Customer Service Support – Call Center (CC) <ul style="list-style-type: none"> CC Standard 4: Call Abandonment Rate: Abandoned calls shall be 5% or less. The performance standard shall be measured monthly and shall be reviewed by DHMH as part of the monthly audit. A call shall be considered “abandoned” if the caller elects an option and is either not permitted access to that option or disconnects from the system as referenced in Section 3.2.26.2 D 	1% of monthly invoice
5.	Customer Service Support – Call Center (CC) <ul style="list-style-type: none"> CC Standard 5: On Hold Time: On Hold Time rate shall be less than three (3) minutes 95% of the time. The performance standard shall be measured monthly and shall be reviewed with DHMH as part of the monthly audit. The On Hold Time shall be defined as the time elapsed before response by a human operator to a caller’s inquiry. 	1% of monthly invoice

Maryland Service Level Metrics Table		
#	Service Level Metric	Deduction
6.	<p>Customer Service Support – Correspondence Response (CR)</p> <ul style="list-style-type: none"> CR Standard 2: Timely Response to Electronic Correspondence: One-hundred percent (100%) of all electronic correspondence including e-mail, faxes, web Enrollments, and other electronic responses shall be sent to the correct MCO or Member within three (3) working days from when the electronic correspondence is received. The email date stamp shall determine the response date. The performance standard shall be measured monthly and shall be reviewed by DHMH as part of the monthly audit. 	<p>Up to 3% of monthly invoice as follows:</p> <p>Less than 100%-95% 1% deduction</p> <p>Less than 95%-85% 2% deduction</p> <p>Less than 85% 3% deduction</p>
6.cont.	<p>The system Web Portal Response Time shall be within four (4) seconds for 99% of the time. Web Portal Response Time is the elapsed time from the command to view a response until the response appears or loads to completion on the monitor.</p>	

#	Service Level Metric	Withholding
KEY		
1.	<p>Key Staff Requirements:</p> <p>Positions that are designated as Key Staff shall not remain vacant for more than 30 calendar days. Key Staff positions shall not be filled with employees who shall fulfill the roles and responsibilities of the position in a temporary capacity and/or maintain responsibilities for another position as referenced in Section 3.2.30.1</p>	0.5% of monthly invoice
2.	<p>Correction of Deficiencies:</p> <p>Correction of deficiencies shall be made pursuant to a timely submitted corrective action plan, which shall be approved by the Department.</p>	0.5% of monthly invoice
3.	<p>Customer Service Support – Call Center (CC)</p> <p>CC Standard 7: Accurate Response to Call Center Phone Inquiries: Customer Care Associate Accuracy rate shall be 90% or higher based on a sampling of all calls monitored by DHMH on-site staff. Accuracy of answers is based on the CCA providing correct information about the HC/PAC programs, the MCOs, and MCO placement</p> <p>The performance standard shall be measured monthly and shall be reviewed with DHMH in detail as part of the monthly audit</p>	0.5% of monthly invoice

4.	Web Portal and Ancillary System Availability: The Enrollment Web Portal and other client focused ancillary system components as developed under this contract shall be available 24-hours-a-day, seven-days-a-week except for DHMH approved time for system maintenance. Any unscheduled down time shall also be documented and explained in writing to DHMH within 24 hours as referenced in Section 3.2.12.2 F	0.5% of monthly invoice
5.	Disaster Recovery: The Contractor shall restore call center operations within one (1) hour and resume all remaining critical operations within one (1) work day following a natural or manmade disaster as referenced in Section 3.2.34.18	0.5% of monthly invoice
6.	Disaster Recovery Simulation : The Contractor shall perform an annual DR simulation per mutually agreed Contractor and DHMH requirements. A report of DR simulation and the back-up site review shall be submitted within 15 calendar days of the simulation exercise as referenced in Section 3.2.34.19	0.5% of monthly invoice On day 16 .5% will be deducted from monthly invoice and one hundred dollars (\$100.00) for everyday thereafter DR Simulation is not received

#	Service Level Metric	Withholding
7.	<p>Delivery Schedule: DHMH shall approve the Contractor interface file and reporting schedule, distribution, and frequency and the Contractor shall provide alerts for interface file creation and report production and distribution.</p> <ul style="list-style-type: none"> • Electronic daily reports shall be delivered daily. • Daily reports shall be delivered by the next business day. • Weekly reports and cycle processing reports shall be delivered by noon of the next business day after the scheduled run. • Monthly reports shall be delivered by noon within five (5) business days following the end of the month. • Quarterly reports shall be delivered by noon within five (5) business days following the end of the quarter. • Annual reports shall be delivered by noon within 20 business days following the end of the year (Federal fiscal, State fiscal, or other annual cycle). • Interface data shall be generated and transmitted on the business day following the scheduled creation of the interface data. 	0.5% of monthly invoice per item listed in this section.

3.6 Insurance Requirement

3.6.1 The Contractor shall maintain property and casualty insurance with minimum limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees or subcontractors.

- 3.6.2 The Contractor shall maintain a policy of general liability insurance that is of the proper type and limits specified below.
- 3.6.3 The Contractor shall provide a copy of the Contractor's current certificate of insurance to DHMH within five (5) days of recommended award, which, at a minimum, shall contain the following:
- 3.6.3.1 Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - 3.6.3.2 General Liability - The Contractor shall purchase and maintain the following insurance protection for liability claims arising as a result of the Contractor's operations under this agreement.
 - \$3,000,000 - General Aggregate Limit (other than products/completed operations)
 - \$2,000,000 - Products/completed operations aggregate limit
 - \$1,000,000 - Each Occurrence Limit
 - \$ 50,000 - Fire Damage Limit
 - \$ 5,000 - Medical Expense
- 3.6.4 The certificate of insurance shall acknowledge a requirement for the insurer to provide 45 days notice to the Department in the event the Contractor's insurance will lapse due to non-payment of premiums, or will not be renewed by the insurer. In this event the Contractor must provide the Department Contract Manager with evidence of replacement insurance within 30 days. At no time may the Contractor provide services under this contract without appropriate insurance coverage.
- 3.6.5 The State shall be named as an additional named insured on the policies of all property, casualty, liability, and other types of insurance evidencing this coverage (Worker's Compensation expected). All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Manager, by certified mail, not less than 45 days advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Manager receives a notice of non-renewal, the Contractor shall provide the Contract Manager with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
- 3.6.6 The Contractor shall require that any subcontractors obtain and maintain agreed upon levels of insurance.

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SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall submit proposals in separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

4.2 Proposals

4.2.1 Volume I-Technical Proposal and Volume II-Financial Proposal shall be sealed separately from one another. Each Volume shall contain two (2) originals (to be so labeled) and seven (7) copies (one unbound and marked “PIA” Copy”). The two sealed Volumes shall be submitted together under one label bearing:

- The RFP title and number,
- Name and address of the Offeror,
- The volume number (I or II), and
- Closing date and time for receipt of proposals

This information should be sent to the Procurement Officer (see Part 1.6) prior to the date and time for receipt of proposals (see Part 1.11).

4.2.2 An electronic version of Volume I- Technical Proposal and Volume II- Financial Proposal, both in searchable pdf format, shall also be submitted as separate files for each "Volume", labeled Volume I-Technical Proposal and Volume II-Financial Proposal with the unbound originals, technical or financial volumes, as appropriate. Electronic media is to be submitted on CD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror and the volume number.

4.2.3 A second electronic version of Volume I and Volume II in searchable pdf format shall be submitted on CD for Public Information Act requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Part 1.20).

4.2.4 All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

4.2.5 Proposals and modifications will be shown only to State employees, Members of the Evaluation Committee, or other person deemed by the Department to have a legitimate interest in them.

4.3 Delivery

Offerors may either mail or hand-deliver proposals.

4.3.1 For U.S. Postal Service deliveries and commercial carriers, any proposal that has been received at the appropriate mailroom or typical place of mail receipt for the Procurement Officer, by October 31, 2011 at 3:00 p.m. local time will be deemed timely. If a vendor chooses to use the United States Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. A vendor using first class mail will not be able to

prove a timely delivery at the mailroom and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.

4.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

4.3.3 After receipt, a Register of Proposals will be prepared that identifies each Offeror. The register of proposals will be open to inspection only after the procurement officer makes a determination recommending the award of the contract.

4.4 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume 1). Pricing is only to include in the Financial Proposal (Volume II).

4.4.1 Format of Technical Proposal

Inside a sealed package described in Section 4.2, above, the two unbound originals, 7 copies and the electronic version shall be provided. In addition to the instructions below, the Offerors Technical Proposal should be organized in the same manner as Part 4.4.3 below using a technical specifications template. This proposal organization will allow State officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements.

4.4.2 Additional Required Technical Submissions

The following documents shall be included in the Technical Proposal; each in its own Section.

4.4.2.1 Completed Bid/Proposal Affidavit – Attachment B

4.4.2.3 Completed Minority Business Participation Form – Attachment D-1

4.4.2.4 Living Wage Affidavit (Attachment G-1)

4.4.2.5 Federal Funds Certifications (Attachment H)

4.4.2.6 Conflict of Interest Affidavit and Disclosure (Attachment I)

4.4.2.7 Business Associate Agreement (Attachment J)

4.4.3 Offeror Technical Response to RFP Requirements

The State is seeking Offeror agreement to a requirement(s); Offerors shall state agreement or disagreement. Offerors shall address each major section in their technical proposals and describe how their proposed services will meet the requirement(s). Any paragraph in the technical proposal that responds to a work requirement shall include an explanation of how the work will be done. Offerors must bear in mind that any exception to a requirement, term or condition may result in having their proposal

deemed unacceptable or classified as not reasonably susceptible of being selected for award.

The Technical Proposal shall include the following in this order:

4.4.3.1 Title and Table of Contents

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal organized by Section and page number of RFP.

4.4.3.2 Claim of Confidentiality

Information which is claimed to be confidential is to be noted by reference and included after the Title page and before the Table of Contents, and if applicable, also in the Offerors Financial Proposal. An explanation for each claim of confidentiality shall be included (see Part 1.20).

4.4.3.3 Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

4.4.3.4 Executive Summary

Offerors shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary." Offerors shall clearly demonstrate an understanding of the objectives and goals of the Department as well as an understanding of the Scope of Work. This section should also include an analysis of the effort and resources which will be needed to realize the Department's objectives.

The Summary shall also identify any exceptions Offerors have taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If no exceptions to terms and conditions are made, the Summary shall so state.

4.4.3.5 Proposed Work Plan (Section 3)

The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP (Work Plan). It shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in Section 3 "Scope of Work" of the RFP. The description should include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Product deadlines

considered contract deliverables must be recognized in the Work Plan. The Offeror shall propose an organizational structure to address, at a minimum the following major functional areas:

A. Transition

1. An orderly and efficient transfer of all responsibilities for, and complete implementation of the HealthChoice/PAC Enrollment Broker Program is required under any contract resulting from this RFP. The Offeror shall clearly demonstrate its plans and intent to work cooperatively with the Department and its current Enrollment Broker Contractor to provide uninterrupted Enrollment Broker services to HealthChoice/PAC Enrollees and Members. The Offeror shall provide a detailed Transition and Implementation Plan which shall include, but not be limited to, the following information: (Section 3.2.2.2)
 - a. A Gantt Chart showing tasks and time lines;
 - b. Charts showing critical path requirements and planning and resource requirements needed to begin successful “Transition Operations” on or about January 19,, 2012 and “Full Operations” on April 1, 2012.
 - c. A general narrative describing its transition and implementation plans and any equipment or furniture the vendor intends to use, including any software/hardware or telecommunications equipment used by the current Contractor (See Attachment L);
2. The Offeror shall explain how it will work with the Department and a new contractor at the end of the term of the Contract resulting from this RFP to transition all Enrollment Broker duties, responsibilities, and requirements specified in the RFP to a new contractor.

B. Program Design, Development, and Implementation (Section 3.2.2.2)
“Deliverables Matrix” outlining and scheduling all deliverables, products, materials, and services required in the RFP and contract.

C. Education and Outreach (Section 3.2.15)

1. Demonstrate expertise in the ability to conduct outreach, education, and Enrollment services in the HealthChoice/PAC Enrollment Program.
2. A detailed description of how the Offeror intends to work with the Department and the current Contractor to transfer the existing stock of outreach and education materials.
3. Samples of previously produced or newly developed printed outreach and education materials targeted to Medicaid Managed Care eligibles.
4. The Offeror shall demonstrate its ability to design, develop, produce and print all outreach and education materials referenced in this RFP.

D. Enrollment (Section 3.2.12)

1. The Offeror shall demonstrate successful experience in voluntarily enrolling individuals in MCOs and assisting them in the selection of a PCP.
2. A detailed description of how the Offeror intends to work with the Department and the current Contractor to transfer the existing stock of Enrollment materials, and how it intends to develop, produce and print all Enrollment materials referenced in this RFP.
3. Samples of previously produced or newly developed printed Enrollment materials targeted to Managed Care recipients.
4. The Offeror shall demonstrate its ability to design, develop, produce and print all Enrollment materials referenced in this RFP.
5. The Offeror shall describe how it will develop and implement procedures to allow Members to disenroll from one MCO and enroll into another MCO (transfer) during the Member's designated Annual Right to Change (ARC).
6. The Offeror shall explain how it will work with the Department and the affected MCOs to transfer Members who request to be disenrolled from an MCO that withdraws from the HealthChoice/PAC Program or that is acquired by another business entity.

E. Enrollment Information System (Section 3.2.21)

1. The Offeror shall provide a detailed plan of how it intends to design, develop, implement, operate, and support an EIS to perform all system related Enrollment requirements referenced in the RFP.
2. The Offeror shall describe how it intends to design, develop, and implement a comprehensive daily paper and weekly electronic reconciliation of all Enrollment, Disenrollment, and related transactions that it receives from the Department, and that it forwards to the respective MCOs.
3. The Offeror shall explain in detail how it plans to design, develop, implement, and support all PND requirements referenced in the RFP.

F. Telephone System and Call Center Operations (Section 3.2.25)

The Offeror shall demonstrate in its proposal its ability to provide, operate, monitor and support a telephone system and call center as outlined in Part 3.2, sub-Part 3.2.25 of the RFP or the Offeror shall indicate its intention to implement another telephone system that meets all requirements set forth in the RFP.

G. Training (Section 3.2.30)

The Offeror shall describe its comprehensive training plans and shall demonstrate in its proposal its ability to provide training for the diverse staffing functions

described in the RFP, particularly those functions outlined in Section 3.2, Part 3.2.30.

H Technical Support (Section 3.2.21)

The Offeror shall demonstrate its ability to provide whatever technical support is needed to design, implement, operate, and maintain all Enrollment Broker operations as described in Part 3.2, sub-part 3.2.21 of the RFP.

I. Systems Documentation (Section 3.2.35)

The Offeror shall demonstrate its ability to comply with all systems documentation requirements in Part 3.2.35 of the RFP.

J. General Administrative Support (Section 3.2.30.2)

The Offeror shall demonstrate that it will provide adequate administrative support. General Administrative Support refers to on-site, regional and/or corporate general administrative support that will be available to the Enrollment Broker program management team to assist and facilitate in the overall management, review, support, and enhancement of the program.

K. Voluntary Enrollment Strategies (Section 3.2.2.2 D)

The Offeror shall explain in its proposal how it intends to reach the 80% Voluntary Enrollment Rate.

4.4.3.6 Corporate Qualifications and Capabilities (Section 3.2.30)

A. The Offeror shall describe the overall capabilities of the organization to meet the requirements of the RFP. Include descriptions of selected engagements for at least two (2) other States involving services of the same nature (value, complexity, people served, etc.) as those requested by this RFP, as well as the process used to insure that all deliverables met or exceeded the needs of the customers.

B. Each reference should identify the name of each organization, a point of contact, and telephone number. The Department retains the right to contact, or not contact, some or all of these or any other references of its choosing as deemed appropriate as part of the evaluation and selection process.

C. Organizational Structure

1. If the entity submitting an offer as a result of this RFP is a subsidiary of a larger company or otherwise related to other entities, submit an organizational chart that displays the relationship of the Offeror to the parent and other subsidiaries. Apparent or potential conflicts of interest, if any, must be explained or remediated.

2. The Offeror shall submit an organizational chart depicting its organization in relation to significant subcontracts and assignment relationships.

3. Subcontractors shall be identified and a complete description of their role relative to the proposal included in the proposal.
4. Past State Experience (Section 2)

As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or that have been completed within the last 5 years. Information obtained regarding the Offerors level of performance on State contracts will be used by the Procurement Officer to determine responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

For each identified contract the Offeror is to provide:

- a.) The State contracting entity
- b.) A brief description of the services/goods provided
- c.) The dollar value of the contract
- d.) The term of the contract
- e.) The State employee contact person (name, title, telephone number and if possible e-mail address)
- f.) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

D. Fiscal Integrity/Legal Action Summary

1. The Offeror must include in its proposal a commonly accepted method to prove its fiscal integrity. Some acceptable methods include but are not limited to one or more of the following:
 - a. Dunn and Bradstreet Rating,
 - b. Standard and Poor's Rating,
 - c. Recently audited (or best available) financial statements, (2 most recent fiscal years)
 - d. Lines of credit,
 - e. Evidence of a successful financial track record, and
 - f. Evidence of adequate working capital.
2. The Offeror must include a Legal Action Summary in their technical proposal. This summary must include:
 - a. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action.
 - b. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years.
 - c. A description of any judgments against the Offeror within the past five (5) years, including the case name, case number, state and county, and what the final ruling or determination was from the court
 - d. In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.4.3.7 Experience and Qualifications of Proposed Staff (Section 3.2.30)

- A. The Offeror shall provide an organizational chart that outlines personnel and their related duties. Include job titles and the percentage of time each individual will spend on their assigned tasks.
- B. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities as detailed in the work plan. Include individual resumes for the key personnel who are to be assigned to the project if the Offeror is awarded the contract. Each resume should include the amount of experience the individual has had relative to the work called for in this solicitation. Letters of intended commitment to work on the project, including subcontractors, should be included in this section.
- C. Proposals shall meet, at a minimum, the key staffing requirements set forth in Section 3.2.30. Proposals should include a description of the duties and responsibilities for the work to be performed for each key staff position.

4.4.3.8 Systems Interface Plan (Section 3.2.21)

The Offeror shall describe its EIS capabilities and/or new capabilities specifically intended for this project. The Offeror shall provide a detailed description and plan on how it intends to design, develop, implement, operate, maintain and support an EIS to perform all system related Enrollment requirements referenced in this RFP.

4.4.3.9 Economic Benefit Factors

Offerors shall submit with their proposals narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the contract term.

As applicable, for the full duration of the contract, including any renewal period, or until the commitment is satisfied, the contractor shall provide to the procurement officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this contract:

1. generic statements that the State will benefit from the Offerors superior performance under the contract;
2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this contract; or
3. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this contract.

Discussion of Maryland based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this contract.

Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- The contract dollars to be recycled into Maryland’s economy in support of the contract, through the use of Maryland subcontractors, suppliers and joint venture partners.
- The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels.
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- Subcontract dollars committed to Maryland small businesses and MBEs.
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

4.5 Volume II - Financial Proposal – ATTACHMENTS F and F-1
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Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 4.2, the Contractor shall submit two (2) original unbound version, seven (7) copies, and an electronic version in MS Word, of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in Attachment F. Complete the financial sheets only as provided in the Financial Proposal Instructions.

- 4.5.1 Offerors shall enter all price information on Attachment F "Financial Proposal Sheet" and submit it under separate sealed cover. The Financial Proposal requires interested Offerors to provide one all-inclusive, flat monthly rate for all services defined in Section 3, Scope of Work. Offerors are to use their professional comprehension of the effort

required to perform those services and to offer DHMH their flat, all-inclusive monthly fee for performing all deliverables. The flat rate offered in the Offeror's financial proposal will be the rate in effect throughout each respective contract period, including any renewal contracts..

- 4.5.2 Offerors are to use the format in Attachment F "Financial Proposal" to submit their financial proposal for SFYs 2012-2014. In calculating their total proposed cost, Offerors must consider cost resulting from each deliverable listed in Part 3.2, Scope of Work – Requirements of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by DHMH in this RFP or not.)
- 4.5.3 Offerors are to base their Financial Proposal on providing Enrollment services to an average of about 800,000 recipients. In the event the actual number of eligibles increases or decreased by 20% or more at any time during the life of the contract, DHMH may enter into negotiations for an increase or decrease in the Contractor's compensation. DHMH will only consider requests for additional compensation, or will propose reduced compensation, which is commensurate with, and appropriate for, the degree of increase/decrease in eligible's. Any such compensation increase or decrease will require a formal modification to the contract, and will be subject to all contractual and funding approvals, including the Board of Public Works approval.
- 4.5.4 In addition, the Offeror shall supply the following information as part of the Financial Proposal with the understanding that the contract will be at the 80% Voluntary Enrollment level:
 - 4.5.4.1 The Financial Proposal Worksheet with the entire requested dollar amounts and details filled in for:
 - A. Total Transition Operation Costs, Total Full Operations Costs
 - B. Total Two "Optional Renewable Years" Costs
 - C. Total Contract Operations Cost

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SECTION 5– EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Committee

Evaluation of proposals will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Offeror(s) that is most advantageous to the State considering price and the technical factors set forth herein. In making this determination, technical factors and price factors will receive equal weight.

5.2 Technical Criteria

5.2.1 Proposed Work Plan

- 5.2.1.1 Does the proposal adequately demonstrate the Offeror’s ability to provide, implement, operate, support, and enhance an Enrollment Information System (EIS) to meet or exceed EIS requirements specified in the RFP/Contract? See Section 3.2.2.2 B and 3.2.21
- 5.2.1.2 Does the proposal adequately demonstrate the Offeror’s ability to provide, operate and maintain a Telephone System and Call Center to meet or exceed Telephone System and Call Center requirements specified in the RFP. See Section 3.2.2.2 C and 3.2.25
- 5.2.1.3 Does the proposal identify adequate technical support for the Enrollment information and telephone systems, and demonstrate the Offeror’s ability to provide adequate systems documentation? See Section 3.2.21 and 3.2.25,
- 5.2.1.4 Does the proposal adequately demonstrate the Offeror’s ability to voluntarily enroll individuals in MCOs and assisting them in the selection of a PCP? See Section 3.2.2.2 D, 3.2.5 and 3.2.12
- 5.2.1.5 Are the Offeror’s Voluntary Enrollments strategies clear?
- 5.2.1.6 Do they appear adequate to meet the agreed upon Voluntary Enrollment percentage?
- 5.2.1.7 Does the proposal adequately demonstrate the Offeror’s ability to train staff? See Section 3.2.30
- 5.2.1.8 Does the proposal adequately describe the Offeror’s ability to design develop and produce all Enrollment material required in the RFP? See Section 3.2.27
- 5.2.1.9 Does the proposal demonstrate the Offeror’s expertise in conducting outreach and education of the target population? See Section 3.2.16.1
- 5.2.1.10 Does it adequately describe the Offeror’s ability to design, print and distribute all required education and outreach material? See Section 3.2.2.16.1A and 3.2.14.2
- 5.2.1.11 Does the proposal adequately demonstrate the Offeror’s ability to meet all exit transition requirements specified in the RFP/Contract? See Section 3.2.36

- 5.2.1.12 Is there a detailed Disaster Contingency and Recovery Plan? See Section 3.2.34
- 5.2.1.13 Does the proposal explain in detail the steps that the Offeror will take for each disaster situation identified in its proposal? See Section 3.2.34

5.2.2. Experience and Qualifications of the Proposed Staff

- 5.2.2.1 How well are the named individuals properly matched to this project with respect to their past work experience and credentials?
- 5.2.2.2 How much actual experience does each staff person have that is applicable to this project?
- 5.2.2.3 Is the proposed staffing pattern adequate for the services to be performed?
- 5.2.2.4 Is the Offeror's personnel and related duties outlined effectively?
- 5.2.2.5 Does the organizational chart include the job titles and the percentage of time each individual will spend on assigned tasks?

5.2.3. Corporate Qualifications

- 5.2.3.1 Does the proposal give the State the confidence that the Offeror has the ability to accomplish the Statement of Work on time and on budget?
- 5.2.3.2 To what extent has the organization demonstrated an ability to provide quality services?
- 5.2.3.3 Based on the description given in the Offeror's proposal, what are the overall capabilities of the Offeror to meet the requirements in the RFP?
- 5.2.3.4 Are there any conflict of interest, financial or legal issues to be resolved?
- 5.2.3.5 Does the proposal contain an organization chart, which clearly depicts its relationship to parent, subsidiary or related companies or organizations?

5.2.4. Statement of Problem

Has the Offeror clearly demonstrated an understanding of the scope of work or is the RFP parroted in the Offeror's proposal?

5.2.5 Systems Interface Plan

- 5.2.5.1 Does the Offerors proposed EIS adequately meet or exceed the requirements of the RFP in terms of its ability to interface with:
 - A. Maryland's Medicaid Management Information System (MMIS), and

- B. Maryland’s HealthChoice MCOs’ Enrollment information systems;
- 5.2.5.2 Does the Offeror’s proposed EIS adequately meet or exceed the requirements of the RFP in terms of its ability to:
- A. promptly, accurately, and efficiently process and transmit date specific Enrollment and Disenrollment related transactions on a daily and monthly basis;
 - B. make programming changes promptly and efficiently;
 - C. develop, maintains, and provide detailed systems documentation;
 - D. support all systems requirements specified in the RFP?

5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on their total price proposed within the stated guidelines (as submitted on Attachment F—Price Proposal Form).

5.4 Reciprocal Preference

- 5.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:
- 5.4.1.1 The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site (that will primarily provide the services required under this RFP) is in another state;
 - 5.4.1.2 The other state gives a preference to its resident businesses through law, policy, or practice; and
 - 5.4.1.3 The preference does not conflict with a Federal law or grant affecting the procurement Contract.
- 5.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

5.5 Selection Procedures

5.5.1 In General

The Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or an Offerors proposal to be not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals. If the State finds an Offeror to be not responsible and/or an Offerors Technical Proposal to be not reasonably susceptible of being selected for award, an Offerors financial proposal will be returned unopened.

5.5.2 Selection Process Sequence

- 5.5.2.1 A determination is made that MBE form D-1 is included and is properly completed.
- 5.5.2.2 Verify minimum qualifications are met
- 5.5.2.3 Technical proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and Offerors ability to perform and to facilitate arrival at a Contract that is most advantageous to the State. Qualified Offerors will be contacted by the States once the review process has been completed.
- 5.5.2.4 Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offerors proposal. Proposals are given a final review and ranked.
- 5.5.2.5 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the evaluation committee or Procurement Officer may again conduct discussions to further evaluate the Offerors entire proposal.
- 5.5.2.6 When in the best interest of the State, the Procurement Officer may permit responsible Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs). However, the State may make an award without issuing a BAFO.

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SECTION 6 - ATTACHMENTS

ATTACHMENT A – STANDARD CONTRACT

This is the contract used by DHMH. It is provided with the RFP for informational purposes and is not required at proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the selected Offeror for signature.

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

This form must be completed and submitted with the Offerors technical proposal.

ATTACHMENT C – CONTRACT AFFIDAVIT

This form is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer with the Standard Contract (see Attachment A).

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE GOAL AND FORMS

This attachment includes the subcontracting goal statement, instructions and MBE forms D-1 through D-5. Form D-1 must be completed and submitted with the Offerors technical proposal in a separately sealed envelope. Forms D-2 and D-3 are required within 10 working days of notification of recommendation for award.

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

It is requested that this form be completed and submitted as described in RFP section 1.8 by those potential Offerors who plan on attending the conference.

ATTACHMENT F – FINANCIAL PROPOSAL INSTRUCTIONS AND WORKSHEET

The Financial Proposal forms must be completed and submitted as the Financial Proposal.

ATTACHMENT F-1- FINANCIAL PROPOSAL SUMMARY SHEET

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

ATTACHMENT G-1 – MARYLAND LIVING WAGE AFFIDAVIT

This Affidavit must be completed, signed and submitted as part of technical proposal.

ATTACHMENT H – FEDERAL FUNDS REQUIREMENTS AND CERTIFICATIONS

Certifications must be completed, signed and submitted as part of technical proposal.

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

This Affidavit must be completed, signed and submitted as part of technical proposal.

ATTACHMENT J – BUSINESS ASSOCIATE AGREEMENT

Agreement must be completed, signed and submitted as part of technical proposal.

ATTACHMENT K – ENROLLMENT DESK REFERENCE GUIDE

ATTACHMENT L – TRANSITION AND IMPLEMENTATION

ATTACHMENT M – ENROLLMENT BROKER EQUIPMENT AND FURNITURE AND SOFTWARE INVENTORY

ATTACHMENT N – PROVIDER NETWORK DIRECTORY REGIONAL LISTING

ATTACHMENT O - MEDICAL CARE IDENTIFICATION CARD

ATTACHMENT P - ENROLLEE REMINDER NOTICE

ATTACHMENT Q - NEW ENROLLMENT PACKET

ATTACHMENT R - FOR CAUSE DISENROLLMENT/ENROLLMENT (TRANSFER) REASONS

ATTACHMENT S -HEALTHCHOICE/PAC REGULATIONS TERMS AND CONDITION

ATTACHMENT T - ANNUAL RIGHT TO CHANGE (ARC) PACKET

ATTACHMENT U- HRA POSITIVE OUTPUT FILE LAYOUT

ATTACHMENT V- MEMBER SATISFACTION SURVEY CARD

ATTACHMENT W- 2012 STATE HOLIDAY SCHEDULE AND CERTAIN OTHER DAYS OF
STATE OFFICES CLOSURES

ATTACHMENT X- HEALTHCHOICE/PAC POSTERS AND FLYERS

ATTACHMENT Y- MANAGED CARE ORGANIZATION (MCOs LIST)

ATTACHMENT Z - MCO PERFORMANCE GUIDE LINES

ATTACHMENT AA- LIST OF LANGUAGES

ATTACHMENT BB- ID LINK FILE LAYOUT

ATTACHMENT CC- DAILY RECONCILIATION OF RECORDS TRANSMITTED BY
TRANSACTION TYPE REPORT

ATTACHMENT DD- MCO MONTHLY RECONCILIATION FILE LAYOUT

ATTACHMENT EE- HMFR 6208 SUMMARY OF CURRENT RECIPIENTS ENROLLED BY
MCO/LAA AS OF 7/1/10

ATTACHMENT FF- HMFR 6288 SUMMARY OF CURRENT RECIPIENTS ENROLLED BY
MCO/LAA AS OF 7/1/10

ATTACHMENT GG- HMFR 2610 NEW COVERAGE GROUP CODES P02 AND P11 DETAILED
REPORT

ATTACHMENT A – STANDARD CONTRACT

TITLE

THIS CONTRACT (the “Contract”) is made this ____ day of ____, ____ by and between ____ (the “Contractor”) and the STATE OF MARYLAND, acting through the DEPARTMENT OF HEALTH AND MENTAL HYGIENE, OFFICE OF PROCUREMENT AND SUPPORT SERVICES (the “Department”).

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Closed” means resolution meets the satisfaction of Department and/or recipient
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contract Manager” means the individual identified in sub-section 1.7 of the RFP.
- 1.4 “Contractor” means ____ whose principal business address is ____ and whose principal office in Maryland is ____.
- 1.5 “Department” means the Maryland Department of Health and Mental Hygiene and any of its Agencies, Offices, Administrations, Facilities or Commissions.
- 1.6 “Financial Proposal” means the Contractor’s Financial Proposal dated ____.
- 1.7 “Medicaid Advisory Committee (MAC)- advises the Department of Healthcare and Family Services with respect to policy and planning related to the health and medical services provided under the Department's Medical Programs
- 1.8 “Ombudsman Programs” means a federal and state funded program that provides advocacy and related services for consumers of congregate long term care services, regardless of age or payer source.
- 1.9 “Procurement Officer” means the individual identified in sub-section 1.6 of the RFP.
- 1.10 ”RFP” means the Request for Proposals titled ____, Solicitation # DHMH OPASS ____ -- ____, and any amendments thereto issued in writing by the State.
- 1.11 “State” means the State of Maryland.
- 1.12 “Steering Committee” a meeting that takes place with the Department of Health and Mental Hygiene and all of the Managed Care Organizations (MCOs’) on a bi-monthly basis.
- 1.13 “Technical Proposal” means the Contractor’s Technical Proposal, dated ____.

2. Scope of Work

2.1 The Contractor shall provide all deliverables as defined in the RFP Section 3. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached hereto and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Technical Proposal

Exhibit C – The Financial Proposal

Exhibit D - State Contract Affidavit, executed by the Contractor and dated _____.

2.2 The Procurement Officer may, at any time by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR, Title 21, is obtained.

3. Period of Performance.

The Contract resulting from this RFP shall be for a period of 2 years beginning on or about April 1, 2012 and ending on March 31, 2014 with two (2) option renewal years. The Contractor shall provide services upon receipt of official notification of award.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the rates specified in Attachment F, Contractor's Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor, pursuant to this Contract, shall not exceed \$_____.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this

Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 1, are prohibited. Invoices shall be submitted to the Contract Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3** In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4** Contractor's eMarylandMarketplace vendor ID number is _____.

5. Rights to Records

- 5.1** The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2** The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3** The Contractor shall report to the Contract Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4** The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, Intellectual Property

- 7.1** If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 7.2** The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
- 7.3** If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder.

10. Indemnification

- 10.1** The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are

attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

- 10.2** The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 10.3** The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 10.4** The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., State Government Article, §15-102, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of the Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law

- 13.1** This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2** The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or notice to proceed issued under this Contract.
- 13.3** Any and all references to the Maryland Code Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any

anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

19. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, §11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, §13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, §§14-101 - 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to

cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

24. Documents Retention and Inspection Clause

The Contractor and sub-contractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements above:

- a. That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly authorized representatives, shall be granted access to the Contractor's contract, books, documents and records necessary to verify the cost of the services provided under this contract, until the expiration of four years after the services are furnished under this contract; and
- b. That similar access will be allowed to the books, documents and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is sub-contracting to provide services with a value of \$10,000 or more in a twelve-month period to be reimbursed through funds provided by this contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Department's Contract Manager, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Department's Contract Manager. Any subcontracts shall include such language as may be required in various clauses contained within this solicitation and attachments. The contract shall not be assigned until all approvals, documents and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

28. Liability

28.1 For breach of this Contract, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

- a. For infringement of patents, copyrights, trademarks, service marks and/or trade secrets, as provided in Section 7 of this Contract;
- b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
- c. For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount of the Contract value up to the date of settlement or final award of any such claim. Third party claims, arising under Section 10, "Indemnification", of this Contract, are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Parent Company Guarantee (If Applicable)

(Corporate name of Parent Company) hereby guarantees absolutely the full, prompt and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. (Corporate name of Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Parent Company) further agrees that if the State brings any claim, action, suit or proceeding against (Contractor), (Corporate name of Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

30. Commercial Non-Discrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DHMH, in all subcontracts.
- 30.3 As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth in Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- a. Not process further payments to the contractor until payment to the subcontractor is verified;
 - b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - e. Take other or further actions as appropriate to resolve the withheld payment.

- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:
- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
 - b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:
- a. Affect the rights of the contracting parties under any other provision of law;
 - b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
 - c. Result in liability against or prejudice the rights of the Department.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - b. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - (a) The Contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
 - c. If the Department determines that the Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - d. If the Department determines that the Contractor is in material noncompliance with

MBE contract provisions and refuses or fails to take the corrective action that the Department requires, the Department may then:

- i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
- e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

32. Administrative

32.1 Contract Manager. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Contract Manager for determination.

32.2 Notices. All notices, excluding claims or disputes, are to be sent as follows:

If to the State: Elise Green-Watford
DHMH, Office of Eligibility Services
Maryland Department of Health and Mental Hygiene
201 W. Preston Street L-9, Baltimore, Maryland 21201

If to the Contractor: _____

32.3 As required in paragraph 12 of this Attachment A, notices of claims or disputes are to be sent to the Procurement Officer identified in Section 1, Part 1.6 of this RFP. Such notices shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid.

32.4 Incorporation by Reference

This contract, identified as Attachment A, consists of the entire RFP document DHMH/OPASS **11-10606** all Parts, including all Exhibits, Appendices, Attachments and Addenda, and the successful Offerors entire final proposal including both the financial and the technical elements dated _____ (technical element) and _____ (financial element), which are incorporated into this contract by reference.

Note: Incorporation by reference does not necessarily create a public record permissible for disclosure.

33 Federal Department of Health and Human Services (DHHS) Exclusion Requirements

The Contractor agrees that it will comply with federal provisions (pursuant to §§1128 and 1156 of the Social Security Act and 42 CFR 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities

maintained by DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this contract, and to notify OOE immediately of any identification of the contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the contractor or any contractor employee.

34. Compliance with Federal HIPAA and State Confidentiality Law

- 34.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq., MCMRA). This obligation includes:
- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements;
 - (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
 - (c) Otherwise providing good information management practices regarding all health information and medical records.
- 34.2 Based on the determination by the Department that the functions to be performed in accordance with the Services to Be Performed set forth in Section 3.2 constitute business associate functions as defined in HIPAA, the selected Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in Appendix J. The fully executed business associate agreement must be submitted within 10 working days after notification of selection, or within 10 days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the Department determines that the selected Offeror has not provided the HIPAA agreement required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next qualified Offeror.
- 34.3 Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND
BY: DEPARTMENT OF HEALTH AND
MENTAL HYGIENE

By:

By: Joshua Sharfstein, Secretary

Date

Date

Approved for form and legal sufficiency this _____ day of _____, _____

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State

Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Revised August, 2011

ATTACHMENT C - CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, _____ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Revised August, 2011

Attachment D1

MDOT Certified MBE Utilization and Fair Solicitation Affidavit

(submit with bid or offer)

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):
- | | |
|--------------------------------|-----------------------------|
| ____ percent African American | ____ percent Asian American |
| ____ percent Hispanic American | ____ Woman-Owned |
- Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
- (a) Outreach Efforts Compliance Statement (Attachment D2)
 - (b) Subcontractor Project Participation Certification (Attachment D3)
 - (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the work activity(ies) each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those work activities for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	

Continue on a separate page, if needed.

SUMMARY

Total <i>African-American</i> MBE Participation:	_____ %
Total <i>Asian American</i> MBE Participation:	_____ %
Total <i>Hispanic American</i> MBE Participation:	_____ %
Total Woman-Owned MBE Participation:	_____ %
Total <i>Other</i> Participation:	_____ %
Total All MBE Participation:	_____ %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____
Title: _____
Date: _____

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Outreach Efforts Compliance Statement

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, Bidder/Offeror states the following:

- 1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
- 2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
- 3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
- 4. Select ONE of the following:
 - a. This project does not involve bonding requirements.
 - OR**
 - b. Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).

- 5. Select ONE of the following:
 - a. Bidder/Offeror did/did not attend the pre-bid/proposal conference.
 - OR**
 - b. No pre-bid/proposal conference was held.

 Bidder/Offeror Printed Name

By: _____
 Signature

Address: _____

Subcontractor Project Participation Certification

Please complete and submit one form for each MDOT certified MBE listed on Attachment A within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
 Name, Title
 Date

By: _____
 Name, Title
 Date

This form is to be completed monthly by the prime contractor.

Attachment D4

Maryland Department of Health and Mental Hygiene Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:																															
Address:																																	
City:		State:	ZIP:																														
Phone:	FAX:	Email:																															
Subcontractor Name:		Contact Person:																															
Phone:	FAX:																																
Subcontractor Services Provided:																																	
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.		
	<u>Invoice#</u>	<u>Amount</u>																															
1.																																	
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	<u>Invoice #</u>	<u>Amount</u>																															
1.																																	
2.																																	
3.																																	
4.																																	

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

_____ Contract Monitor _____ Contracting Unit Department of Health and Mental Hygiene _____ _____ _____
--

**Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City: Baltimore	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
<u>Invoice Amt</u>	<u>Date</u>	<u>Invoice Amt</u>
1.		1.
2.		2.
3.		3.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

_____ Contract Monitor
_____ Contracting Unit
Department of Health and Mental Hygiene

Signature: _____ Date: _____
(Required)

MARYLAND DEPARTMENT OF HEALTH & MENTAL HYGIENE
Code of Maryland Regulations (COMAR)
Title 21, State Procurement Regulations
(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).
- A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.
- If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.
- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.
- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

MBE ATTACHMENT D6

MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____
Name of Prime Contractor

located at _____,
(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____
(Date) (Name of Minority Business)

_____ located at _____,
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project name _____

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II on reverse side.

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____
(Name of MBE Firm)

located at _____
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____, ON _____
(Date)

by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Project No. DHMH OPASS 11-10606
Maryland Medical Assistance Managed Care Enrollment Broker Services

A Pre-Proposal Conference will be held at 10:00 a.m., on September 23, 2011, at 300 W. Preston Street, Baltimore, Maryland 21201. Please return this form by September 21, 2011 advising us of your intentions to attend.

Return via e-mail or fax this form to the Contact Manager:

Elise Green-Watford
Maryland Department of Health and Mental Hygiene
Office of Eligibility Services
Phone Number: 410-767-5454
Fax Number: 410-333-7141
Email: egreen-watford@dhhm.state.md.us

Please indicate:

_____ Yes, the following representatives will be in attendance:

1.

2.

3.

_____ No, we will not be in attendance.

Signature Title

Name of Firm (please print)

PRICING INSTRUCTION FORM

A. Instructions

In order to assist Offerors in the preparation of their financial proposal and to comply with the requirements of this solicitation, Financial Instructions, a Financial Proposal Worksheet (Attachment F) and a Financial Proposal Summary Sheet (Attachment F1) have been prepared. Offerors shall submit their price proposal on the form in accordance with the instructions on the form and as specified herein. Do not alter the forms or the price proposal may be rejected. The Financial Proposal Summary Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

- 1) All Unit/Extended Prices must be clearly entered in whole dollars amounts.
- 2) All Unit Prices must be the actual unit price the State shall pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.
- 3) All goods or services required or requested by the State and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- 4) Every blank in both forms shall be filled in.
- 5) Except as instructed on the form, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices.
- 6) It is imperative that the prices included on forms have been entered correctly and calculated accurately by the vendor. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03.03.E.
- 7) Note: Transition Costs are not separately paid. Offerors are advised to recover these costs in the base contract.

Attachment F– Financial Proposal Worksheet
 To be completed in accordance with sub-section 4.5 of this RFP.

	Competitive Sealed Proposal for Enrollment Broker/Benefit Consultant Services	
A.	“Transition Operations” Costs:	
	January 19, 2012 – January 31, 2012	
	a. Personnel/Salaries	\$
	b. Systems	\$
	Enrollment Information System	\$
	Telephone System	\$
	Other (explain)	\$
	c. Operations/Services:	\$
	d. Other (explain)	\$
	February 1, 2012 – February 28, 2012	
	a. Personnel/Salaries	\$
	b. Systems	\$
	Enrollment Information System	\$
	Telephone System	\$
	Other (explain)	\$
	c. Operations/Services:	\$
	d. Other (explain)	\$
	March 1, 2012-March 31, 2012	
	a. Personnel/Salaries	\$
	b. Systems	\$

	Enrollment Information System	\$
	Telephone System	\$
	Other (explain)	\$
	c. Operations/Services:	\$
	d. Other (explain)	\$
A cont'	Total "Transition Operations" Costs:	
	January 19, 2012- March 31, 2012	
	a. Personnel/Salaries	\$
	b. Systems	\$
	Enrollment Information System	\$
	Telephone System	\$
	Other (explain)	\$
	c. Operations/Services:	\$
	d. Other (explain)	\$
	e. TOTAL FOR SECTION A	\$
B	First Base Year "Full Operational Cost at the 80% Voluntary Enrollment Level	
	April 1, 2012-March 31, 2013	
	a. Personnel/Salaries	\$
	b. Systems	\$
	Enrollment Information System	\$
	Telephone System	\$
	Other (explain)	\$
	c. Operations/Services:	\$

	d. Other (explain)	\$
	e. TOTAL FOR SECTION B	\$
C	Second Base Year "Full Operational Cost at the 80% Voluntary Enrollment Level	
	April 1, 2013-March 31, 2014	
	a. Personnel/Salaries	\$
	b. Systems	\$
	Enrollment Information System	\$
	Telephone System	\$
	Other (explain)	\$
	c. Operations/Services:	\$
	d. Other (explain)	\$
	e. TOTAL FOR SECTION C	\$
D.	Total Two "Base Years" Full Operational Cost at the 80% Voluntary Enrollment Level	
	April 1, 2012 -March 31, 2014	
	a. Personnel/Salaries	\$
	b. Systems	\$
	Enrollment Information System	\$
	Telephone System	\$
	Other (explain)	\$
	c. Operations/Services:	\$
	d. Other (explain)	\$
	e. TOTAL FOR SECTION D	\$
E	Total First "Option Renewal Year" Full Operational Cost at the 80% Voluntary Enrollment Level	

	April 1, 2014 -March 31, 2015	
	a. Personnel/Salaries	\$
	b. Systems	\$
	Enrollment Information System	\$
	Telephone System	\$
	Other (explain)	\$
	c. Operations/Services:	\$
	d. Other (explain)	\$
	e. TOTAL FOR SECTION E	\$
F	Total Second "Option Renewal Year" Full Operational Cost at the 80% Voluntary Enrollment Level	
	April 1, 2015 -March 31, 2016	
	a. Personnel/Salaries	\$
	b. Systems	\$
	Enrollment Information System	\$
	Telephone System	\$
	Other (explain)	\$
	c. Operations/Services:	\$
	d. Other (explain)	\$
	e. TOTAL FOR SECTION F	\$
G	Total Two "Option Renewal Years" Full Operational Cost at the 80% Voluntary Enrollment Level	
	April 1, 2014 -March 31, 2016	
	a. Personnel/Salaries	\$
	b. Systems	\$

	Enrollment Information System	\$
	Telephone System	\$
	Other (explain)	\$
	c. Operations/Services:	\$
	d. Other (explain)	\$
	e. TOTAL FOR SECTION G	\$
H	Total Price for all Years including 2 Option Years (January 19, 2012-March 31, 2016)	
	Transitions Costs (January 19, 2012-March 31, 2012)	\$ *
	First Year (April 1, 2012 – March 31, 2013) Full Operational Cost	\$ _____ *
	Second Year (April 1, 2013 – March 31, 2014) Full Operational Cost	\$ _____ *
	First Option Year (April 1, 2014 –March 31, 2015) Full Operational Cost	\$ _____ *
	Second Option Year (April 1, 2015 – March 31, 2016) Full Operational Cost	\$ _____ *
	Total Contract (April 1, 2012-March 31, 2016) Full Operational Cost	\$ _____
		(BASIS OF AWARD)*

FINANCIAL PROPOSAL SUMMARY SHEET - ATTACHMENT F1

Base Year 1	Base Year 2	Option Year 1	Option Year 2	Total Price for all Years including Base Years and 2 Option Years
Price includes Volume and Voluntary Enrollment Rate \$ _____	Price includes Volume and Voluntary Enrollment Rate \$ _____	Price includes Volume and Voluntary Enrollment Rate \$ _____	Price includes Volume and Voluntary Enrollment Rate \$ _____	\$ _____ (BASIS of AWARD)

The Financial Proposal shall contain all price information in the format specified in Attachment F. Complete the price sheets only as provided in the Financial Proposal Instructions.

- 4.5.1 Offerors shall enter all price information on Attachment F1 "Financial Proposal Summary Sheet" and submit it under separate sealed cover. The Financial Proposal requires interested offerors to provide one all-inclusive, flat monthly rate for all services defined in Section 3, Scope of Work. Offerors are to use their professional comprehension of the effort required to perform those services and to offer DHMH its flat, all-inclusive monthly fee for performing all deliverables. The flat rate offered in the Offeror’s financial proposal will be the rate in effect throughout the contract period, including any renewal contracts, as described on the Key Information Summary Sheet.
- 4.5.2 Offerors are to use the format in Attachment F “Financial Proposal Work Sheet” to submit their financial proposal for SFYs 2012-2014. In calculating their total proposed cost, offerors must consider cost resulting from each deliverable listed in Section 3.2, Scope of Work – Requirements of this RFP, as well as all program costs, primary and incidental, necessary to complete all program activities (whether explicitly identified by DHMH in this RFP or not.)
- 4.5.3 Offerors are to base their Financial Proposal on providing enrollment services to an estimated 800,000 eligibles.
- 4.5.4 In addition, the offeror shall supply the following information as part of the Financial Proposal with the understanding that the contract will be at the 80% Voluntary Enrollment level:
 - 4.5.4.1 The Financial Proposal Work Sheet (Attachment F) with the entire requested dollar amounts and details filled in for:
 - A. Total Transition Operation Costs, Total Full Operations Costs
 - B. Total Two “Base Years” Cost

C. Total Two "Optional Renewable Years" Costs

D. Total Contract Operations Cost

4.5.4.2 A listing and explanation of all Personnel/Salaries, Systems, Operations/Services Direct Costs, Indirect Costs, Earnings Factor, and other costs are described in the Financial Proposal Worksheet (Attachment F).

Submitted By: _____

Authorized Signature: _____ Date: _____

Printed Name and Title:

Company Name :

Company Address:

FEIN: _____

eMM #: _____

Telephone: (_____) _____-- _____

Fax: (_____) _____-- _____

eMail:

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements in the Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B (1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of the Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in the Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage set at Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State and Finance Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry Website at <http://www.dllr.state.md.us/labor/> and clicking on Living Wage.

ATTACHMENT G (1) - MARYLAND LIVING WAGE AFFIDAVIT

Contract No. _____ Tier _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with the Md. Code Ann., State Finance and Procurement Article, Title 18 and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

- The employee(s) proposed to work on the contract is/are 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

Submit This Affidavit with Bid/Proposal

ATTACHMENT H – FEDERAL FUNDS REQUIREMENTS AND CERTIFICATIONS

A Summary of Certain Federal Fund Requirements and Restrictions
[Details of particular laws, which may levy a penalty for noncompliance,
are available from the Department of Health and Mental Hygiene.]

1. Form and rule enclosed: 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all *prospective* and present subgrantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying”. It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Subrecipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke, required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, and education or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub recipients) which expend a total of \$500,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act of 1996, P.L. 104-156, and the Office of Management and Budget (OMB) Circular A-133. All subgrantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the DHMH, Audit Division, 605 S. Chapel Gate Lane, Old School Building, Baltimore, MD 21229.
 - B) All subrecipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

- D) All subrecipients comply with Title VI of the Civil Rights Act of 1964, that they must not discriminate in participation by race, color, or national origin.
- E) All subrecipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate in excess of Executive Level 1 per year. (This includes, but is not limited to, subrecipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

Rev. 3/2008

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source or applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

NAME: _____

TITLE: _____

GRANT NO: _____

STATE: _____

U.S. Department of Health and Human Services

Certification Regarding Lobby

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobby," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organization Entity
Name and Title of Official for Organization Entity	Telephone No. of Signing Official
Signature of Above Official	Date Signed

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

A PDF version of this form is available on-line at:

<http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf>

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

- B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes an Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

- C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

- E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH THE TECHNICAL RESPONSE

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and among the Maryland Medical Assistance Program, a unit of the Maryland Department of Health and Mental Hygiene (herein referred to as “Covered Entity”) and _____ (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties”.

WHEREAS, Covered Entity have a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent regulations (45 CFR Parts 160 and 64), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

- A. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- B. Breach. “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.
- C. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.
- D. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

- E. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- F. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR §164.501.
- G. Secretary. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his or her designee.
- H. Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the §13402(h) of the HITECH Act.

II. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.

- A. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule.
- B. Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e).
- C. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent as Covered Entity.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement, the MCMRA, or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.
- C. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this Agreement
- D. In addition to its obligations in Section III.C, Business Associate shall document and notify Covered Entity of a Breach of Unsecured PHI. Business Associate’s notification to Covered Entity hereunder shall:
 - 1. Be made to Covered Entity without unreasonable delay and in no case later than 50 calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business

- Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 CFR Part E within 50 calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
2. Include the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 3. Be in substantially the same form as Exhibit A hereto; and
 4. Include a draft letter for the Covered Entity to utilize to notify the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - b) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - c) Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
 - d) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - e) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- E. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.
- F. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- G. To the extent applicable, Business Associate shall provide access to Protected Health Information in a Designated Record Set at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- H. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.

- I. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.
- J. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond to the individual's request.
- K. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.
- L. Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate.
- M. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).
- N. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. TERM AND TERMINATION.

- A. Term. The Term of this Agreement shall be effective as of _____, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section IV.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph C(2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
3. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

V. CONSIDERATION

Business associate recognizes that the promises it has made in this agreement shall, henceforth, be detrimentally relied upon by covered entity in choosing to continue or commence a business relationship with business associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to (and not supersede) any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for protected health information, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS.

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- B. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Tom Russell
Department of Health & Mental Hygiene
Division of Corporate Compliance & Integrity
201 W. Preston Street
Room 522
Baltimore, MD 21201-2301
Phone: (410) 767-6039

- D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

Attention: _____
Phone: _____

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**NOTIFICATION TO THE
MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE
ABOUT A
BREACH OF UNSECURED PROTECTED HEALTH INFORMATION**

This notification is made pursuant to Section IIID(3) of the Business Associate Agreement between:

- The Maryland Medical Assistance Program, a unit of the Maryland Department of Health and Mental Hygiene (DHMH), and
- _____ (Business Associate).

Business Associate hereby notifies DHMH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes / No If yes, do the people live in multiple states? Yes / No

Number of individuals affected by the breach:

Names of individuals affected by the breach:

_____ (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

SECTION 7 – APPENDICIES
(Under Separate Cover)

- APPENDIX 1** - FORM COT/GAD X-10
- APPENDIX 2** - PREGNANCY REPORT SUMMARY DATA
- APPENDIX 3** - AVAYA PHONE SYSTEM
- APPENDIX 4** - VOLUNTARY ENROLLMET RATE CALCULATION-REPORT
- APPENDIX 5** - ELIGIBILTY PROCESS VIA CARES
- APPENDIX 6** - DAILY FILE TRANSMISSION FORM DEPARTMENT TO ENROLLMENT BROKER
- APPENDIX 7** - ANNUAL RIGHT TO CHANGE (ARC) FILE TRANSMISSION FROM DEPARTMENT TO ENROLLMENT BROKER
- APPENDIX 8** - CONNECT; DIRECT
- APPENDIX 9** - ALGORITHM FOR AUTOMATIC ASSIGNMENT
- APPENDIX 10** - DISENROLLMET TRANSACTION TYPES/CODES
- APPENDIX 11** - HEALTHCHOICE/PAC PROVIDER NETWORK FILE/DATABASE
- APPENDIX 12** - HEALTH RISK ASSESSMENT (HRA) FORM
- APPENDIX 13** - HEALTH RISK ASSESSMENT REPORT
- APPENDIX 14** - THIRD PARTY LIABILITY (TPL) FILE
- APPENDIX 15** - RECORD OF ENROLLMENTS & RELATED TRANSACTIONS FROM ENROLLMENT BROKER TO THE DEPARTMENT
- APPENDIX 16** - MARYLAND MEDICAID ENROLLMENT RECONCILIATION REPORTING DAILY TRANSACTION COUNTS HC/PAC
- APPENDIX 17** - RECORDS OF ENROLLMENTS AND RELATED TRANSACTIONS FROM ENROLLMENT BROKER TO MCOS V5010-834 TRANSACTION