



Request for Proposals (RFP)

Consolidated Service Center (CSC)

Maryland Health Benefit Exchange (MHBE)

SOLICITATION NO: – MDM0031006966

Issue Date: February 11, 2013

Minority Business Enterprises are Encouraged to Respond to this Solicitation

NOTICE

Prospective Offerors who have received this document from MHBE'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 addenda to the RFP or other communications can be sent to them.

STATE OF MARYLAND

NOTICE TO OFFERORS/OFFERORS

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 email this completed form to roger.lewis@maryland.gov to the attention of Roger Lewis, Procurement Officer.

Title: Support Maryland Health Benefit Exchange to Implement the Affordable Care Act (ACA) – Consolidated Service Center RFP

Solicitation No: Insert Number

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 (____) ____ - _____

Email: _____

Address: _____

MARYLAND HEALTH BENEFIT EXCHANGE (MHBE)

KEY INFORMATION SUMMARY SHEET

Proposal Name: Consolidated Service Center RFP

Solicitation Number: MDM0031006966

Issue Date: February 11, 2013

RFP Issuing Office: Maryland Health Benefit Exchange (MBHE)

Procurement Officer: Roger Lewis
Office Phone: (410) 547- 1277
e-mail: roger.lewis@maryland.gov

Contract Monitor: Leslie Lyles Smith
Director of Operations
Maryland Health Benefit Exchange
750 E. Pratt Street
16th Floor
Baltimore, Maryland 21202
Office Phone: (410) 547- 1278
E-mail: leslie.lylessmith@maryland.gov

Proposals are to be sent to: Maryland Health Benefit Exchange
750 E. Pratt Street
16th Floor
Baltimore, Maryland 21202
E-mail: hix.procurement@maryland.gov

Attention: Roger Lewis
Procurement Officer

Pre-Proposal Conference: February 19, 2013 at 2:00PM
UMBC Tech Center
1450 S Rolling Rd, Baltimore, MD 21229

Closing Date and Time: March 8, 2013 at 3:00PM EST

MBE Subcontracting Goal: 25%

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SECTION 1 GENERAL INFORMATION

1.1 SUMMARY STATEMENT

1.1.1 OVERVIEW

Signed into law by President Obama on March 23, 2010, the Affordable Care Act (ACA) requires States to begin operating a Health Insurance Exchange by January 1, 2014 or to allow the federal government to operate an Exchange on their behalf. In legislation adopted April 12, 2011, the State of Maryland established its own Exchange. MHBE will provide Maryland's residents and small businesses with the opportunity to compare rates, benefits, and quality among insurance plans and enroll in products that best suit their needs. It also will be the entity that evaluates eligibility for expanded Medicaid coverage, advance premium tax credits and other cost sharing programs designed to make coverage more affordable for individuals with household incomes below 400 percent of the federal poverty level (FPL).

The Maryland Health Benefit Exchange requires the creation of an expert level contact center, called the Consolidated Service Center (CSC) to support Maryland consumer inquiries for exchange services.

The MHBE strives to achieve excellence by providing customer centric support that extends across all service offerings. The CSC will provide consistent and continuous service for prospective and enrolled customers regardless of program eligibility.

The CSC will provide the following capabilities to ensure a first-class Maryland Consumer Support Experience:

- The CSC will be easily accessible via toll free number and website with live agent support using inbound voice, e-mail, chat, facsimile, and paper correspondence;
- The CSC will utilize culturally and linguistically appropriate communication channels;
- It will provide safeguards to ensure customer privacy and data security;
- CSC Staff will provide clear, accurate, responsive information tailored to meet Maryland consumer needs;
- The CSC will be fully compliant with American Disabilities Act requirements;
- The CSC will meet the needs of Maryland consumers with English, Bi-Lingual Spanish, and the capability of handling any languages that comprise 3% or more of the language needs of Maryland consumers as outlined in the Hilltop Institute Study (Refer to **Appendix B**)

1.2 CONTRACT TERM

The Contract resulting from this RFP shall be for a period of five (5) years. Pricing proposals in **Attachment F1** should indicate pricing for each year.

1.3 PROCUREMENT OFFICER

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

Roger Lewis
Maryland Health Benefit Exchange
750 E. Pratt Street, 16th Floor
Baltimore, Maryland 21202
Office Phone: (410) 547- 1277
E-mail: roger.lewis@maryland.gov

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

1.4 CONTRACT MONITOR

The Contract Monitor for this contract after it is awarded is:

Leslie Lyles Smith
Director of Operations
Maryland Health Benefit Exchange
750 E. Pratt Street, 16th Floor
Baltimore, Maryland 21202
Office Phone: (410) 547- 1278
E-mail: leslie.lylessmith@maryland.gov

MHBE may change the Contract Monitor at any time by written notice.

1.5 PRE-PROPOSAL BIDDERS CONFERENCE

A Pre-Proposal Conference will be held on February 19, 2013 beginning at 2:00PM Local Time, at UMBC Tech Center, 1450 S Rolling Rd, Baltimore, MD 21229. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please email the Pre-Proposal Conference Response Form to the attention of the Procurement Officer no later than **February 15, 2013 at 3:00PM** Local Time.

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 for individuals with disabilities, please call the Procurement Officer no later than **February 15, 2013 by 3:00PM** Local Time. MHBE will make a reasonable effort to provide such special accommodations.

1.6 EMARYLAND MARKETPLACE

Each Offeror must indicate its eMM Offeror 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 (DGS). In addition to using MHBE website and possibly other means of transmission, the RFP, associated materials, summary of the Pre-Proposal

Conference, Offeror questions and Exchange responses, addenda, and other solicitation-related information will be provided via eMM and through the Procurement Officer.

In order to receive a contract award, an Offeror 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.

1.7 QUESTIONS AND EXCEPTIONS

Written questions and exceptions to the RFP and Contract from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. As reasonably possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions and exceptions may be submitted by e-mail hix.procurement@maryland.gov to the Procurement Officer. Questions and exceptions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. As reasonably possible and appropriate, these questions and exceptions will be answered at the Pre-Proposal Conference, or shortly thereafter.

All questions and exceptions will be accepted until **Thursday February 21, 2013 at 3:00 PM**. By Monday February 25, 2013, answers to all substantive questions and exceptions that have not previously been answered, and are not clearly specific only to the requestor, will be made available through eMaryland Marketplace and on the MHBE's website www.marylandhbe.com.

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as **Attachment A**. Any exceptions to this RFP or the contract must be raised prior to February 21, 2013. MHBE shall evaluate all exceptions noted by all potential Offerors and respond to all such exceptions and questions by February 25, 2013. Changes to the solicitation or contract made by the Offeror after February 21, 2013, shall result in rejection of the Offeror's proposals.

1.8 PROPOSALS DUE DATE AND TIME

An unbound original and five (5) bound copies of each proposal (technical and financial) shall be received by the Procurement Officer, at the address listed in **Section 1.3** 1.3, no later than 3:00 PM (Local Time) on **March 15, 2013**, in order to be considered.

Two (2) electronic versions on CDs of the Technical Proposal in MS Word or Excel format shall be enclosed with the original Technical Proposal. Two (2) electronic versions on CD of the Financial Proposal in MS Word or Excel format shall be enclosed with the original Financial Proposal. A third electronic version of Volume I and Volume II in searchable Word (Version 2007 or newer) format shall be submitted on CD for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed.

Ensure that each of the five (5) CDs submitted are labeled with the RFP title, RFP project number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Proposals received by the Procurement Officer after the due date, **March 15, 2013 at 3:00 PM** (Local Time) will not be considered.

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

1.9 DURATION OF OFFER

Proposals submitted in response to this RFP are irrevocable for the later of: 1) 180 days following the closing date of proposals or BAFOs, if requested, or 2) 30 days following the date when any and all protests related to this RFP have been finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.10 REVISIONS TO THE RFP

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

Acknowledgement of the receipt of addenda to the RFP issued after the proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with its terms, additions, deletions, or corrections.

1.11 CANCELLATIONS & DISCUSSIONS

MHBE 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 MHBE. MHBE also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.12 ORAL PRESENTATION

Offerors may be required to make oral presentations to MHBE 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 Offeror's proposal and is binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

Typically, oral presentations occur approximately two (2) weeks after the proposal due date, however, this time may be shortened at the discretion of the Procurement Officer.

The MHBE reserves the right to electronically record these meetings. All information received prior to the cut-off time will be considered part of the Proposer's BAFO. The Committee shall retain possession of any and all materials, in any form, provided by the Proposer during these presentations.

1.13 SITE VISITS

Following an initial review, the RFP responses and oral presentation, the MHBE may request a visit to the Offeror's location (proposed or currently in operation) to conduct further capabilities review. These visits will likely occur within 3-4 weeks following response submission. The Procurement Officer will notify those Offerors selected for such visits, and the date/times they shall occur. The Offerors should plan to demonstrate all of the capabilities referenced in the RFP response, and allow for direct work observation by the MHBE staff. A sample agenda for the site visits is attached as **Attachment L**.

1.14 PROCUREMENT TIMELINE

Event	Date
Intent to Respond Form Due	2/15/2013
Pre-Proposal Conference	2/19/2013
Receipt of Offeror Questions & Exceptions Due	2/21/2013
Response to Offeror Questions	2/25/2013
RFP Responses Due	3/15/2013
Offeror Oral Presentations	Week of April 1, 2013
Site Visits Conducted	Week of April 8, 2013
Selection of Vendor	4/15/2013
Award Contract	4/26/2013

Dates shown above are subject to change

1.15 INCURRED EXPENSES FOR ORAL PRESENTATIONS AND SITE VISIT

MHBE 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.

1.16 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror's proposals to meet the requirements of this RFP. Specific guidance for allowable response length and level of detail required is provided in **Section 3** Proposal Format.

1.17 PROTESTS

Any protest related to this solicitation shall be subject to the provisions of the Procurement Policies and Procedures (PPP) of MHBE. A copy of the PPP may be found on the website of MHBE at:

http://marylandhbe.com/wp-content/uploads/2012/10/Permanent_Procurement_Policies1.pdf

1.18 DISPUTES

Any contract dispute related to the resulting Contract shall be subject to the Disputes provision set forth in the Contract, which is **Attachment A** to this RFP.

1.19 MULTIPLE OR ALTERNATE PROPOSALS

Multiple proposals will be accepted. Alternate proposals will not be accepted.

1.20 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 MHBE under the Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed (see COMAR 21.05.08.01). Information which is claimed to be confidential is to be identified after the Title Page and before the Table of Contents in the Technical Proposal and, if applicable, also in the Financial 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 Offeror's proposal. Additional information regarding Minority Business Enterprise (MBE) subcontractors is provided under paragraph 1.25. 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 Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.22 STANDARD CONTRACT

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as **Attachment A**. Any exceptions to this RFP or the contract must be

raised prior to offer submission. Changes to the solicitation or contract made by the Offeror may result in rejection of the Offeror's proposals.

1.23 PROPOSAL AFFIDAVIT

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

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 (5) business days of notification of proposed Contract award, however, to speed processing the Offeror is urged to include it with the Technical Proposal.

1.25 MINORITY BUSINESS ENTERPRISES

A minimum overall MBE subcontractor participation goal of 25%, with sub goals of 7% for African-American-owned MBEs, 4% for Asian-American-owned MBEs, and 12% for women-owned MBEs, has been established for the services resulting from this contract.

An Offeror must include with its offer a completed Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**) whereby:

1. The 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 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 Participation Certification.

If a bidder or Offeror fails to submit Attachment D-1 with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the Offeror is not reasonably susceptible of being selected for award.

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

Offerors, including those Offerors that are certified MBEs, shall:

Identify specific work categories within the scope of the procurement appropriate for subcontracting.

Solicit certified MBEs in writing at least 10 days before bids or proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts.

Attempt to make personal contact with the certified MBEs solicited and to document these attempts.

Assist certified MBEs to fulfill, or to seek waiver of, bonding requirements.

Attend pre-bid or other meetings the procurement agency schedules to publicize contracting opportunities to certified MBEs.

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.

3. Outreach Efforts Compliance statement (**Attachment D-2**)
4. Subcontractor Project Participation statement (**Attachment D-3**)
5. 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.
6. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE participation goal.
7. The Offeror's Invoice Report is due by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer (**Attachment D-4**)
8. The MBE Subcontractor's Invoice Report is due by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer (**Attachment D-5**)

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.

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.mdot.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 MHBE, 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 PPP § II.B.

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.

The successful Offeror shall be responsible for ensuring that all Sub-Contractors meet these requirements, and further, that the Offeror and all Sub-Contractors shall meet these requirements for the duration of the contract, including option years.

1.29 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. Payment by electronic funds transfer is mandatory for contracts exceeding \$100,000. 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:

[http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic Funds Transfer/default.shtml](http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/default.shtml)

1.30 SUBCONTRACTOR PROMPT PAYMENT POLICY

The successful Offeror must comply with the prompt payment requirements set forth in the Contract resulting from this solicitation (see **Attachment A**). Guidance for prompt payment of subcontractors can be found in the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Additional information is available on the GOMA website at:

http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf

1.31 FEDERAL FUNDING ACKNOWLEDGEMENT AND CERTIFICATIONS

This solicitation does contain federal funds. The source of these federal funds is: Department of Health and Human Services. The CFDA number is: 93.525. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment H**. Any additional conditions that apply to the use of federal funds under this contract 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.

1.32 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror's personnel and each of the participating subcontractor personnel shall be required to complete agreements such as **Attachment I** Conflict of Interest Affidavit and Disclosure.

1.33 WITHDRAWALS

Proposals may be withdrawn by written notice to the Procurement Officer prior to the closing date/deadline for receiving proposals.

1.34 SUBSTITUTION OF PERSONNEL

All personnel described in the Offeror's proposal, or identified at the initiation of the Contract as key staff or key personnel, shall perform continuously for the duration of the contract and for so long as performance is satisfactory to the Contract Monitor.

The Offeror may not substitute key personnel, other than by reason of an individual's death, sudden illness, termination of employment, or other extraordinary circumstances without the prior written approval of the Contract Monitor. To replace any key personnel specified in the Offeror's proposal, the Offeror shall submit to the Contract Monitor: a) a detailed explanation of the reason(s) for the substitution request; b) the resumes of the proposed substitute personnel; c) the official resume of the current personnel for comparison purposes; and d) copies of any required credentials. The Offeror shall make this submission at least two (2) weeks prior to the desired effective date of substitution. All proposed substitute personnel shall be interviewed by MHBE, shall have qualifications at least equal to those of the replaced personnel, and shall be approved by the Contract Monitor. The Contract Monitor will notify the Offeror in writing of the acceptance, denial, contingent or temporary approval for a specified time limit, of the proposed substitute personnel. The Contract Monitor will not unreasonably withhold approval of a requested key personnel replacement. For the purposes of this contract, Key Personnel shall be defined to include the Offeror's proposed CSC Site Director, MHBE Account Manager, Quality and Training Department Managers, and Command Center Director.

The Contract Monitor may direct the Offeror to replace any staff that the Contract Monitor deems as being unqualified, non-productive, unable to fully perform his/her job duties, disruptive, has committed a major infraction of law or State requirements, or for any other good faith basis. Normally, the Contract Monitor shall give written notice of performance issues to the Offeror, clearly describing the problem and delineating remediation requirement(s). The Offeror shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance of the Contract Monitor. If an identified performance issues persist, the Contract Monitor may give written notice or request the immediate removal of person(s) whose performance is at issue, and determine whether a substitution is required. If so required, the individual(s) shall be replaced within 15 days of the notice of performance issues.

If deemed appropriate in the sole discretion of the Contract Monitor, the Contract Monitor shall direct that the individual be replaced immediately and without notice or a remediation plan.

1.35 TAX EXEMPTIONS

The State is generally exempt from Federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be completed upon request.

1.36 COMPLIANCE WITH FEDERAL HIPAA AND STATE CONFIDENTIALITY LAWS

Based on the determination by MHBE that the functions to be performed in accordance with **Section 2** of this RFP constitute Business Associate functions as defined in HIPAA, the bidder shall execute a Business Associate Agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in **Attachment J**.

Offeror 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 Offeror also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq., MCMRA). These obligations include:

1. 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;
2. 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
3. Otherwise providing good information management practices regarding all health information and medical records.

The fully executed Business Associate Agreement must be submitted within ten (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 approval of the Board of Trustees may withdraw the recommendation for an award and make an award to the next qualified Offeror.

Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501 means information transmitted 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.

1.37 LIVING WAGE REQUIREMENTS FOR SERVICE

While the MHBE is an “exempt unit” under Division II of the State Finance and Procurement Article, the MHBE requires the Offeror to pay the living wage amounts, as contemplated by Title 18 of the State Finance and Procurement Article and any accompanying regulations. If the Offeror fails to complete and submit the required Living Wage documentation, the MHBE may determine an Offeror to be not responsive. Offerors and Sub-Offerors shall pay each covered employee at least (see amounts at <http://www.dllr.State.md.us/labor/prev/livingwage.shtml>) per hour. The contract resulting from this solicitation will be deemed to be a Tier 1 contract.

Information pertaining to reporting obligations may be found by going to the Department of Labor, Licensing and Regulation (DLLR) Website <http://www.dllr.State.md.us/labor/> and clicking on Living Wage.

1.38 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.

1.39 PHYSICAL SECURITY

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.

At all times at any 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 visual location at all times.

1.40 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 Monitor 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 unless prior written approval is obtained from MHBE.

1.41 INVOICING AND PAYMENTS

All invoices for services shall be submitted to the Contract Monitor no later than the end of the month following the month in which service was provided. Invoices shall include:

1. Offeror name
2. Remittance address
3. Federal taxpayer identification (or if owned by an individual his/her social security number)
4. Invoice period
5. Invoice date
6. Invoice number
7. Amount due
8. Purchase order number(s) being billed
9. Unit Cost (If applicable)
10. Total Cost (if applicable)
11. Services Performed
12. Deliverables
 - a. Completion Date
 - b. Approval Date

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

Offeror shall have a process for resolving billing errors. Payments will be made as progress payments as set forth herein. In no case will any payment be viewed as a partial payment.

The MHBE may decrease the Contractor's monthly payments if the Service Level Standards and objectives, as referenced in **Section 2.7** of this RFP, are not met. The specific measures utilized and the potential adjustments that may result are also referenced in **Section 2.7** of this RFP.

1.42 INSURANCE REQUIREMENT

All insurance required by this section shall be effective when the Contract commences and shall remain in effect during the term of the Contract and renewal option periods, if exercised. Certificates of insurance and evidence of the payment of premiums shall be furnished to the Procurement Officer within ten (10) business days after notice of recommended Contract award.

All insurance companies shall be licensed or authorized to do business within the State and shall be subject to approval by MHBE.

The Contractor shall maintain Commercial General Liability Insurance with 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, but no less than a Combined Single Limit for Bodily Injury, Property Damage and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$3,000,000 per occurrence. The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision and PIP limits no less than those required by the State where the vehicle(s) is registered but in no case less than those required by the State of Maryland. If automotive equipment is required in the performance of this Contract, automobile bodily injury liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) for each person and Two Million Dollars (\$2,000,000.00) for each accident, and property damage liability insurance with a limit of not less than Two Hundred Thousand Dollars (\$200,000.00) for each accident shall be required.

The Offeror shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.

The Offeror shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers Liability Act as well as any other applicable statute.

Upon execution of a Contract with the State, Offeror shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time, as directed by the Contract Monitor. Such copy of the Offeror's current certificate of insurance shall contain at minimum the following:

1. Worker's Compensation - The Offeror 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.
2. Commercial General Liability as required in **Section 3.43 No. 9**
3. Errors and Omissions/Professional Liability as required in **Section 3.43 No. 9**
4. Automobile and/or Commercial Truck Insurance as required in **Section 3.43 No. 9**.
5. Employee Theft Insurance as required in **Section 3.43 No. 9**

The State shall be named as an additional named insured on the policies with the exception of Worker's Compensation Insurance. Certificates of insurance evidencing coverage shall be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 60 days advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Offeror shall provide the Contract Monitor 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.

The Offeror shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Offeror.

1.43 BUSINESS PURPOSE OF THE MHBE

On March 23, 2010, President Obama signed the Affordable Care Act (ACA), which extends healthcare coverage to an estimated 32 million uninsured individuals and makes coverage more affordable for many others. The ACA requires that Maryland set up an Exchange, adopt a major expansion of Medicaid, and adjust our health assistance eligibility system to facilitate electronic enrollment of individuals in health programs. Maryland is also committed to the eventual integration of health programs with human service programs. The Business Purpose of the Health Reform Project is to fulfill these requirements and provide a seamless and consistent "no wrong door" approach to serving Maryland Health Assistance consumers across the various Maryland agencies that are part of the health assistance process.

The Maryland health assistance eligibility and enrollment process will:

- Feature a transparent, understandable and easy to use online process that enables consumers to make informed decisions about applying for and managing benefits.

- Accommodate the range of user capabilities, languages and access considerations.
- Offer seamless integration between private and public insurance options that does not require consumers to know in advance for which program they may qualify.
- Provide strong privacy and security protection.
- In later phases, evaluate eligibility not only for health coverage, but also other human services programs such as SNAP and TANF.

The Business Process of Eligibility Determination and Enrollment

- A Maryland resident seeking health coverage in 2014 will be able to access information and assistance, and apply for health coverage, through multiple channels. All of these channels will connect with a standardized, web-based system to evaluate the individual's eligibility for coverage through one of four programs: qualified health plans through MHBE (with or without Advance Premium Tax Credits and cost-sharing reductions); Medicaid; MCHP; or SHOP. Maryland's Technology Platform will enable a streamlined, secure, and interactive Customer experience that will maximize automation and real-time adjudication while protecting privacy and personally-identifiable information.
- Individuals will answer a defined and limited set of questions to begin the process. They will be supported by navigation tools and windows that open to provide or seek additional information based on individual preferences or answers. The application will allow an individual to accept or decline screening for other assistance programs such as cash assistance, food supplement, and other social service programs, and tailor the rest of the eligibility and enrollment process accordingly. The same screening system will be available to help Maryland case workers/screeners/assistsors conduct the enrollment process.
- The goal of the MHBE is to serve a high proportion of Maryland's consumers seeking health coverage and financial support using as much automation and electronic verification as possible. Even with this interactive, online business model, the demands for customer service and/or for Case Workers are expected to remain fairly intensive. Therefore, individuals will be able to access education or assistance online, and connect with a customer service or Case Worker representative through online chat or by calling a toll-free customer service line.

1.44 RFP OBJECTIVES

This RFP process will enable the MHBE leadership to rationalize its options regarding customer care for the forthcoming introduction of the Maryland Health Benefits Exchange. The responses to this RFP will allow the MHBE to make an informed decision regarding the future service strategy that best serves MHBE and its many constituents.

The primary objectives of for the RFP and Offeror selection processes include:

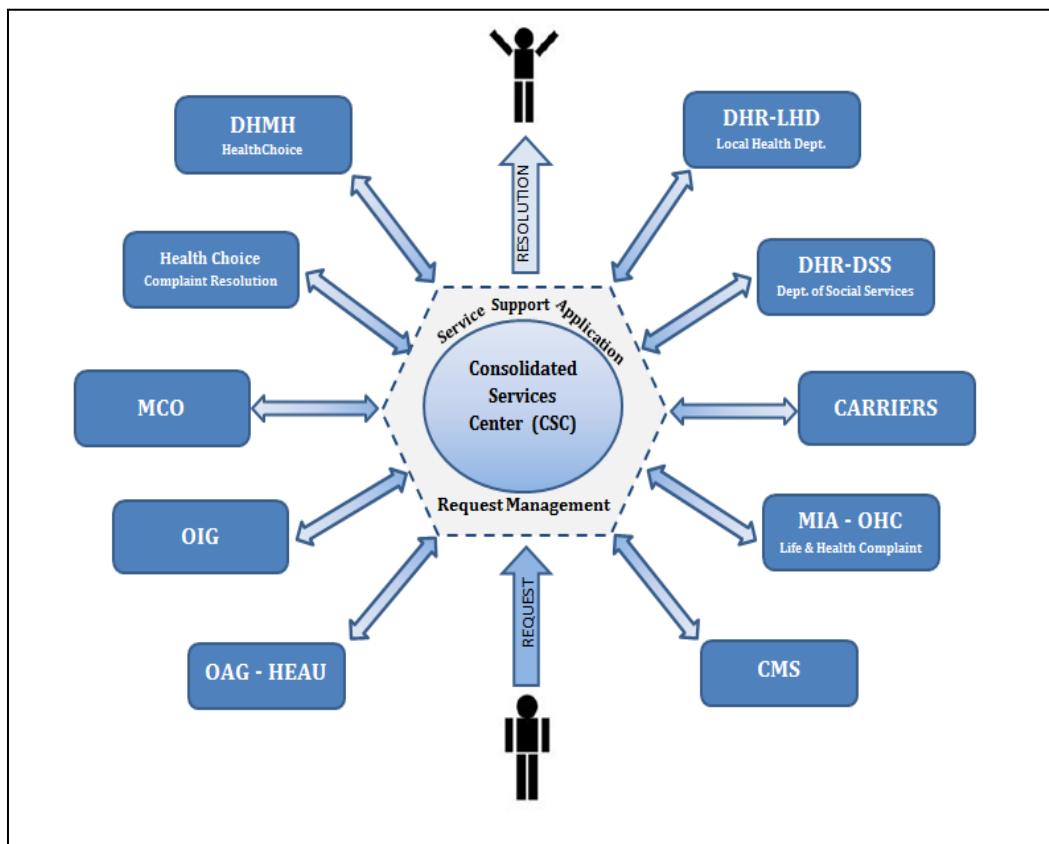
1. Identifying a contractor who can ensure the MHBE's overall operations performed efficiently as measured by the cost to serve;
2. Identifying a contractor partner who will proactively seize continuous operations improvement opportunities through ongoing analysis of membership contact data and patterns of interaction;
3. Determining the optimal contractor that mitigates service performance risk; and
4. Selecting a partner that will embrace the MHBE and understand how to best manage its offering to Maryland residents

Accordingly, cost, quality, and risk are the three areas that each RFP response should address.

MHBE Customer Assistance program philosophy:

MHBE will strive to achieve excellence by providing customer centric support that extends across all MHBE services seamlessly. It will provide a consolidated services center where the consumer experience in acquiring support will be consistent and continuous regardless of the area of service. This model of service is crucial for the popular acceptance of MHBE services currently and for its subsistence for years to come.

MHBE Customer-Centric Model



1.45 MINIMUM QUALIFICATIONS

The following are the minimum requirements that an Offeror must meet to be considered for this project:

1. The Offeror's business operations and staff that support this RFP must be located in the State of Maryland.
2. Prior experience launching a start-up program of the proposed scale and a successful track record of extensive project management and execution within compressed timeframes.
3. Prior experience with healthcare program/insurance consumers in an automated inbound contact center setting, preferably in support of State and/or Federal government health/wellness programs requiring eligibility determination and insurance plan enrollment;
4. The Offeror must have the following capabilities:
 - a. Sufficient scale (> 500 current FTEs) to bring the expertise required to support the MHBE, with a minimum of seven (7) years of demonstrated growth and success in an inbound contact center management.
 - b. Demonstrated experience with multi-channel modes of customer communication (voice, email, chat, web and paper fulfillment) involving outreach and education to diverse or "hard to reach" populations
 - c. Extensive technical resources and expertise, with deep understanding of emerging contact center technologies to be deployed in support of the MHBE;
 - d. A commitment to seeking out minority business enterprise (MBE) participation in contract fulfillment, in support of MHBE's contracting objectives;
 - e. Identification of primary and dedicated Account Management resource who will serve as primary contact and bring 5 years of experience in similar role/capacity;
 - f. A recommendation for an accomplished senior operations manager with a minimum of 3-5 years of experience. This key manager will be tasked with day to day oversight of the MHBE consolidated service center.
 - g. Compliance with all contracting guidelines as specified in the RFP.
5. Additionally, the Offeror must demonstrate competency in assisting the Maryland Health Exchange in attaining service levels outlined in Section 2.

SECTION 2 SCOPE OF WORK

2.1 CONSOLIDATED SERVICE CENTER (CSC)

A summary of the services the Consolidated Service Center will provide Maryland consumers during the period of the contract include:

1. **Eligibility** - Providing assistance with applications and collecting the necessary eligibility data, and coordinating the verification of that data.
2. **Enrollment** - Responding to requests to enroll in a health plan and calls to confirm enrollment start date, enrolling and renewing participants in Qualified Health Plans (QHP) and Medicaid/MCHIP.
3. **SHOP Eligibility and Enrollment Requirements** - Enrolling employers and employees, assisting with employee selection of health plans from the employer's selected tier, and renewing enrollment.
4. **Financial Management** - Receiving requests from consumers questioning their invoices, premium amounts, or checking on payment receipts; answering questions around premium processing for individuals and employers; questions about Advance Premium Tax Credit (APTC) or cost sharing reductions, fees, and payment transfers to insurance issuers; and taking premium payments over the phone.
5. **Qualified Health Plans** - Answering questions about available health plan selections offerings and questions about covered services.
6. **Case Updates** - Addressing calls to report income changes, address changes, and qualifying events.
7. **Customer Inquiry** - Facilitating the solution to a variety of consumer questions, ranging from navigating the web portal, addressing system problems, or forwarding consumers to the appropriate destination for additional assistance.
8. **Support Enrollment Broker Functions** - Support the collection of MCO selections, PCP assignments and Consumer Health Risk Assessment (HRA) for Medicaid program coverage, and MCHIP, as appropriate.
9. **Operational Support Services:**
 - a. Quality Assurance Management (QAM) – Manage all processes related to quality monitoring and controls. Leverage QA systems to present process improvement ideas to the MHBE. Quality will be measured internally as well as by 3rd party customer satisfaction surveys.
 - b. Training and Development – Administer comprehensive training program delivered through a variety of tools and adult learning methodologies.

- c. Workforce Management – Work with the MHBE Command Center resource team to prepare and manage staff schedules and monitor all related processes to optimize resource utilization.

10. Culturally and linguistically appropriate services

- a. The CSC will be fully compliant with American Disabilities Act requirements;
- b. The CSC will meet the needs of Maryland consumers with English, Bi-Lingual Spanish, and the capability of handling any languages that comprise 3% or more of the language needs of Maryland consumers as outlined in the Hilltop Institute Study (insert link or section reference)
- c. The CSC will ensure appropriate accessibility for individuals with disabilities and those with Limited English Proficiency (LEP)

11. Account Management Services

- a. The MHBE team will interface with the contractor's Account Manager (to be identified), as needed, in order to ascertain whether service expectations and performance standards are being met with regard to all aspects of the services. The Account Manager must be dedicated to MHBE on a full-time basis.
- b. Account Management responsibilities will include, but are not limited to, the following:
 - Serving as liaison between the MHBE and Offerors development teams;
 - Updating MHBE on an ongoing basis of all Consolidated Services Center issues with related emerging issues;
 - Providing reports as specified in the mutually agreed upon format and on an ad hoc basis; and
 - Ensuring the Service Level Metrics meet all requirements of MHBE.

12. Reporting and Compliance Services

- a. Reporting and Data Analytics – Produce standard and ad hoc reporting and analysis.
- b. Compliance – Establish procedures to manage compliance of services with regulatory requirements.
- c. MHBE will record 100% of all voice calls (inbound and outbound) and provide the ability to retrieve the information for up to 7 years.
- d. All reporting will be made available to the MHBE and identified partners via MHBE and Offeror provided systems (real-time, ½ hourly, daily, weekly and monthly).

13. Additional Functions of the Consolidated Service Center:

- a. The Consolidated Services Center will also receive inquiries via multiple channels to include email, fax, U.S. mail, fax, chat and online requests and paper correspondence. As noted, Consolidated Services Center staff will provide education and assistance related to eligibility and enrollment services that include but are not limited to the following:
 - Track all transactions via Customer Relationship Management (CRM) solution
 - Record all telephone encounters and screens accessed during calls
 - Utilize an Interactive Voice Response (IVR) system to facilitate automatic selection of the core Consolidated Services Center services
 - Provide assistance navigating the web portal, assist with APTC eligibility, compare QHPs
 - Assist individuals with applying for health coverage (initial and ongoing)
 - Provide information about QHP offerings and Medicaid/MCHIP Managed Care Organizations (MCOs)
 - Educate consumers and small businesses on premium payment requirements for those required to contribute to health insurance premiums
 - Accept payments through various means (credit card, money order, etc.)
 - Respond to inquiries related to eligibility status, enrollment status, and change in circumstances
 - Research and resolve consumer issues and account discrepancies
 - Assist/educate consumers on appeal and complaint processes
 - Provide language interpretation services through the Consolidated Services Center representatives and language line service in a culturally competent manner.
 - Refer inquiries to Maryland state agencies including DHR and DHMH, QHPs and Medicaid/MCHIP; Navigators; or agents/brokers as appropriate
 - Provide fulfillment services for correspondence to include mail handling and literature fulfillment services that include mail opening, scanning, inserting, metering, destroying (shredding), dock to post office, facsimile handling, data entry, document retrieval, data entry, reporting and management capabilities.

2.2 CRITICAL MILESTONE DATES AND STAFFING LEVELS

The Offeror is expected to establish a Consolidated Services Center to provide inbound English and bi-lingual (Spanish) telephonic and electronic support services with the objective of being partially operational July 1, 2013 and fully operational no later than October 1, 2013.

Key dates are shown below:

Key Events	Date
CSC Vendor Award	April 15, 2013
Hierarchy Team and Tier 1 Product Staff Trained	June 28, 2013
Pilot Program Begins	July 1, 2013
All CSC Teams Trained with Tier 1 and Tier 2 Staff	September 3, 2013
Initial Open Enrollment Period Begins	October 1, 2013
Effective Date of Coverage for Insured	January 1, 2014
Initial Open Enrollment Period Closes	March 31, 2014
Subsequent Open Enrollment Begins	October 15, 2014
Subsequent Open Enrollment Period Closes	December 7, 2014

The pilot program (or preliminary launch) is required July 1, 2013 at which point the Offeror of Consolidated Services Center services will have access to the tools, systems, and provided technologies to support MHBE consumers. This period allows the MHBE and Offeror to validate transaction length and volumes. It will also allow the Offeror to implement recruitment plans to ensure proper staffing levels for all queues.

It is estimated that the Offeror will need a net staffing level of approximately 100 FTEs for Open Enrollment transaction handling in year one. Annual staffing levels required are shown below:

MHBE ENROLLMENT AND NET STAFFING ASSUMPTIONS					
PROJECTED END OF YEAR MEMBERSHIP	2013	2014	2015	2016	
Medicaid Expansion		101,685	135,402	151,935	
Exchange W/Subsidy		104,741	120,245	129,976	
Exchange W/O Subsidy		34,023	41,038	44,240	
SHOP		8,469	8,553	10,107	
TOTAL MEDICAID AND EXCHANGE		248,918	305,238	336,258	Source: Hilltop Institute
	10/1/2013 through 3/31/2014	4/1/2014 through 12/31/2014	1/1/2015 through 12/31/2015	1/1/2016 through 12/31/2016	
TOTAL TRANSACTIONS (English and Spanish Voice, Chat, E-Mail)	308,316	174,004	217,813	231,688	
Consolidated Service Center Net FTE Requirement					
Open Enrollment	100	100	61	80	
Other Periods		37	38	39	
Help Desk/Escalation	5	5	5	5	Net staffing to cover center open days and hours
Back Office	10	10	10	10	Correspondence Processing (Electronic and Paper)
SHOP	7	7	4	5	
Notes					
Net FTE = Actual Paid Production FTE					
Assume 20% of all transactions require Bi-Lingual English/Spanish					

Tier I and Tier II Production Staff in the CSC

It is anticipated that there will be a need for two levels of production staff in the CSC, and that the CSC will utilize a skill based approach to call and issue routing.

Tier I Staff in the CSC will handle general inquiries from consumers regarding the Affordable Care Act (ACA) and the role of the MHBE, and provide guidance on the range of State programs available to the uninsured. These resources will also handle inquiries in response to specific marketing campaigns, and can support email and chat contacts. Tier I agents will also provide much of the ongoing support that consumers may require after enrollment. Although Tier I staff will be trained in educating consumers about the eligibility and enrollment processes, these transactions are to be performed by Navigators and specially trained and certified (Tier II) CSC staff.

Tier II Staff will be trained to perform Tier I functions and will also have responsibility for managing the eligibility and enrollment processes for individuals and small businesses (SHOP) seeking coverage through the MHBE. These higher skilled agents will also provide support to the field-based Connector Entities and Navigators, and serve as escalation and internal help desk contacts within the CSC. For more information on connector entity program, visit:

<http://marylandhbe.com/navigator-program/>

Since there are no historical volumes or defined contact types for the MHBE, and enrollment and eligibility systems will not be available for the July 1, 2013 pilot program, the Offeror is to assume the following:

1. Production staff hired in the CSC for the July 1, 2013 launch, and until integrated CRM, eligibility and enrollment systems, and Maryland Health Connection training is available, are to be considered Tier I staff.
2. Upon full CSC system availability, (e.g. Maryland Health Connection, integrated CRM), all production staff that successfully complete the required training and certification required by the MHBE, should be considered Tier II level staff.
3. MHBE and the Offeror will agree on the mix of Tier I and Tier II staff upon contract award, however for RFP response consistency, assume the mix of Tier I and Tier II staff for all years of operation are 60% Tier I and 40% Tier II.

2.3 COMMAND CENTER

The MBHE requires the CSC Offeror to submit a separate quotation to supply a dedicated Command Center Service for real-time management and oversight over CSC performance, quality, measurement, and service level attainment.

An initial discovery process will be conducted with CSC Management to establish the following requirements.

1. Supply the MHBE with process documents relating to Forecasting, Scheduling Contingencies, IVR Management, ACD Management and Change management in coordination with the technologies provided. These technologies require the use:
 - a. IVR (Interactive Intelligence)
 - b. Workforce Management Software (Interactive Intelligence)
 - c. ACD Platform (Interactive Intelligence)
 - d. Chat, E-mail (Interactive Intelligence, or provider – decision pending)
 - e. Quality Assurance Management (Interactive Intelligence)
 - f. Document Management Systems (OnBase)
 - g. CRM systems
 - h. Knowledge Management
2. Provide a comprehensive Command Center process document to be used in the day-to-day management of the CSC command center.
3. Create real-time, ½ hourly, daily, weekly, monthly and balanced online scorecard reports in coordination with MHBE requirements to show results vs. objectives for all provided systems.
4. Define technology requirements for the Offeror's Command Center team (technologies outside of the tools provided by the MHBE). The Offeror will be given access to specific systems to manage the various elements of the MHBE CSC including CRM, Interactive Intelligence (I3) Customer Interaction Center (CIC) e-mail, ACD switch level access, report storage and agent tools provided in the Maryland Health Connection.
5. The Offeror will work with MHBE to measure all service center milestones that consist of critical steps to be completed in specific times in order to keep the CSC on schedule during pilot periods, before, during and after open enrollment periods.

The Offeror's Command Center will provide:

1. Administration processes for CSC including password resets, database administration and agent set up. Also includes administration of client IVR, Desktop application and ACD functions.
2. Real Time Volume Monitoring of the daily and intraday contact volumes for all communication activities and compare them to the daily forecast.
 - a. Make staffing recommendations to the sites based on volumes, shrink rates and system issues.
 - b. Adjust channel allocations to match staffing levels to work activities if work volumes or staffing levels are impacting performance.
 - c. Identify and escalate technical issues that are affecting enterprise performance.
 - d. Log performance drivers throughout the day including contact volumes, marketing initiatives, technical issues and staffing levels that are affecting enterprise efficiency.
3. Real Time Management Reporting – manage real time activities, reporting and escalations:

- a. Lead daily performance meetings to include staffing, call/contact volumes and Average Handling Time (AHT) to ensure a positive member experience.
 - b. Complete the daily Command Center log that tracks interval level call volumes, AHT, staffing levels, schedule adjustments and technical issues that impact performance.
 - c. Drive proactive communication and escalation between the call center sites and vendors when technical issues impact systems.
 - d. Report on issues that impact performance – system issues, IVR outages and staffing shortages
 - e. Provide a monthly review of service impacting events.
4. Intraday and day-to-day recommendations regarding the management of contact volume as mutually agreed upon with the MHBE, based on performance trending, balanced scorecard results, internal events impacting Service Center sites (e.g., marketing campaign results, national news feeds, etc.) external events impacting Service Center sites, disaster recovery and other requirements.
 5. Key Performance Indicators (KPI) that are measured, the escalation mechanisms and business processes required to remedy metrics that reflect performance outside of established thresholds.
 6. Historical reporting of the overall MHBE Service Center performance. Command Center Staff will be responsible for reconciliation of all reports, including 30 minute interval, intraday, daily, weekly and monthly reports electronically provided to key the MHBE Contract Monitor. Contact center monitoring will occur Monday through Saturday 6AM to 10PM EST and optional Sunday service days from 6AM to 4PM EST during open enrollment. During non-open enrollment periods, Contact center monitoring will occur Monday through Friday 6AM to 8PM EST, Saturday 6AM to 7PM EST and optional Sunday service days from 6AM to 4PM EST. Any additional coverage beyond standard hours will be negotiated and agreed upon separately.
 7. Incident reporting and alerting tools that leverage center message boards and mobile messaging.

The actions performed as part of the Performance Monitoring function within the Command Center when service impacting events occur are:

1. Immediate review and analysis of the event to determine the CSC areas impacted.
2. Notification of MHBE via phone, email per guidelines established with the MHBE.
3. Establish conference call bridge for use by the command center, CSC management, Maryland Health Connection Support Desk, and the MHBE when necessary.

The offers Command Center will log, document, and track CSC impacting occurrences to include:

1. Date, Time, triage steps, Service Level Impact, steps recommended to resolve, steps taken to resolve outage or system delay events and outcomes.
2. Act as the primary point of contact for all queues and ensure the MHBE is involved in the event via the common communication bridge.

3. Act as primary point of contact for the MHBE when service impacting events occur and participate in issue resolution conference calls as needed.
4. Prepare Post-event resolution reporting in the form of an incident and/or root-cause report/analysis and provide feedback to the MHBE for incorporation into process improvement of processes and controls.
5. Prepare performance reports from enterprise, site level, manager level and individual performance reports, and consolidate weekly, monthly, quarterly and annual reviews into a formal quarterly business review to be presented and discussed with the MHBE.

ACD & IVR Monitoring

The Offeror will monitor the ACD and IVR performance. Duties to Include:

1. Monitor the ACD and IVR for uptime and accuracy, and initiate a resolution process with the helpdesk for any outages or abnormal ACD or IVR behavior.
2. Integrate data from reports generated from the ACD and IVR into weekly and monthly reports that will be provided to the MHBE, including reconciliation of all reports.
3. Notify the MHBE of any non-compliance issues and escalate to the MHBE helpdesk and MHBE contract monitor or designee if resolution cannot be achieved within the agreed upon Service Level Agreement (SLA's).
4. Proactively identify call routing and message changes within the IVR to improve consumer experience and containment rate. Maintain and improve the IVR call trees based upon consumer contact types, call volumes, IVR failure rates, IVR deflection rates, etc. Examples include testing new scripting and providing results and analysis to the MHBE.

Forecasting and Scheduling

1. Using the MHBE provided WFM solution (e.g. I3); the Offeror's Command Center will build and maintain call volume forecasts. Offeror's Command Center will forecast and model the staffing requirements for the project by creating 30/60/90 day rolling forecasts to the site level.
2. The Command Center staff will communicate the volume forecasts to the CSC and MHBE as a part of the forecasting process.
3. Offeror's Command Center will build the required scheduling to support the hours of operation in the CSC. The Command Center will build agent schedules taking into account part-time and full time employees, English and Spanish call volume forecasts.
4. Offerors Command Center will develop the MHBE business processes with the MHBE helpdesk in order to make appropriate toll free number reporting changes.
5. For volume allocation, Offeror's Command Center Staff will utilize the MHBE provided Work Force Management tool to manage transaction volume between queues and if needed between centers.

MHBE CSC Performance Insight

1. As part of the command center services, the Offeror is expected to provide monthly and quarterly business insight based upon reporting data and reports.

Quarterly reviews of CSC performance will be either in person or via a web conference with the MHBE.

2. The Offeror site director and leader of the Command Center team will attend MHBE quarterly business reviews and mutually agree on what data and reports will be required for each review.

The MHBE Roles and Responsibilities

MHBE will provide access, training and licensing to the needed MBHE systems in order for Offeror to provide the Command Center managed services.

2.4 COMMAND CENTER DELIVERABLES

2.4.2 Pre-Launch Deliverables

Upon contract award, the Offeror should be prepared to participate and/ or provide the following pre-launch deliverables:

1. Pre-launch activities with planning session with new command center manager
2. Kick-Off Meeting to include MHBE CSC Leader Vision and Expectations
3. Forecasting 30/60/90 day
4. Review of technology requirement and telecom requirements
5. Confirm access to all necessary MHBE systems
6. Hiring and recruitment plans
7. Knowledge transfer of any existing processes and creation of new processes
8. Commence Command Center Hiring
9. Launch of the Command Center facility and operations no later than July 2013.
10. CSC Staff Training

2.4.3 At-Launch Deliverables

1. Real-Time Monitoring of the IVR, ACD, CRM, connectivity, using the MHBE provided tools.
2. Forecasting of contact center volume based on agreed upon process
3. Scheduling of the MHBE CSC agents based on agreed upon process
4. Daily performance reporting & activity summary
5. Prior to full launch in October 2013, the Offeror will provide the following interim support to begin effective July 1, 2013
 - i. Participate in phase one training for the MHBE contact forecasting and scheduling tools
 - ii. Lead Command Center orientation for the MHBE CSC site leadership
6. Conduct quarterly reviews of CSC performance and business insight to be provided at the end of each calendar quarter.

2.5 FUTURE EXPANSION

The State of Maryland is adding the functions of the Maryland Health Choice Enrollment Broker that are currently contracted to a vendor managed by DHMH.

As a result, the CSC may assume the following services, via Task Order, in 2015.

A partial listing of the duties currently performed includes the following:

- a. Management of inbound/outbound consumer calls;
- b. Answering program related questions;
- c. Facilitate enrollment;
- d. Administers the Health Risk Assessment (HRA);
- e. Processes Annual Right to Change (ARC) requests;
- f. Hosts community enrollment events;
- g. Helps consumers with MCO/PCP selections;
- h. Assist with recipient transfers between MCOs;
- i. Handles the fulfillment of MCO enrollment packages and documents
- j. Transmit enrollment data daily via a HIPAA compliant file transfer process to the MCOs and the Department via HIX. .

Annual transaction inbound and outbound volume approximates 300,000 , and is currently supported by a net number of FTE's in the 40-45 ranges, and is expected to increase to levels in closer to 350,000 annually.

2.6 ADDITIONAL GENERAL BUSINESS REQUIREMENTS

1. Offerors should provide responses that incorporate and use Maryland residents as employees.
2. CSRs do not need to be licensed insurance agents.
3. All Consolidated Services Center technologies (e.g. hosted ACD, IVR, CRM, quality monitoring system, workforce management tools, knowledgebase) will be supplied to the Offeror and need not be included in the price proposal, however, if the Offeror has technical capabilities that can improve operations describe the in **Section 2.6**
4. The Offeror should plan to provide Desktop computing systems with the following minimum specifications:
 - Processor – 1 GHz or greater
 - Memory – 512 MB RAM or greater
 - Disk Space – 1.5 GB
 - Monitors – Minimum of two (2) 21" or greater for each workstation
5. The Offeror should also plan to provide workstation phones in the following configuration and volumes to include:
 - Universal Power Supply for SP IP 320, 330, 430, 550, 601 & 650 – (5 Pack): (Qty = 3)

- Polycom SoundPoint IP 331 SIP 2-line Desk Phone – Power Supply Not Included: (Qty = 30)
 - Interaction SIP Station (IP Phone) – Standalone: (Qty = 100)
 - GN2124 NC (Headset) – North America: (Qty = 130)
6. The MHBE may take responsibility for all Command Center services, including workload forecasting, scheduling, call allocation and reporting. The Offeror shall detail the costs on the pricing proposal should the MHBE decide not to assume these services.
 7. Offeror must provide mail room and literature fulfillment services as described in **Section 2.1 No 12**
 8. The Offeror's capabilities need to accommodate seat expansion and the ability to operate beyond hours outlined in this RFP.
 9. Offeror's desktops in the CSC must be dedicated for MHBE use.
 10. Offeror shall hire management and hierarchy prior to the first training class.
 11. The MHBE will utilize a train-the-trainer approach with training content provided by the MHBE.
 12. The Offeror should be able to provide training rooms at the proposed location to facilitate all classes.
 13. The training rooms need to be able to technology enabled and have the ability to train the technology, policies and consumer interactions.
 14. Offeror should provide on-site desks and connectivity for a minimum of 2 MHBE staff resources.
 15. MHBE will provide additional CSC support during launch periods (e.g. "floor walking" training).
 16. Offeror should provide a help desk as a single point of contact for technology escalations.

2.7 OFFEROR SERVICE LEVEL METRICS FOR CSC

During the course of the contract, MHBE 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 penalties as necessary. Invoicing and payments shall be administered in accordance with the process outlined in **Section 1.41** of this RFP. The Contract Manager reserves the right to introduce additional Service Level metrics following an initial baseline period. Call handling times, conversion rates, and first call resolution rates may be considered.

The SLMs the Contractor is expected to meet are:

MARYLAND HEALTH BENEFIT EXCHANGE SERVICE LEVEL METRICS		
	Service Level Metric	Deduction/ SLC
1	Customer Service Support – Consolidated Service Center (CSC): <ul style="list-style-type: none"> • CC Standard 1: CSC Availability: All operators shall be available to answer calls during normal hours of operation, currently planned from 8:00AM to 8:00PM, Eastern Time, Monday through Friday, 8:00AM – 6:00PM Saturday, and 8:00AM – 2:00PM Sunday. A reduction in operating hours may be considered following the initial open enrollment period. 	1% of monthly invoice
2	Customer Service Support – Consolidated Service Center (CSC): <ul style="list-style-type: none"> • CSC Standard 2: Service Level: Eighty-five percent (85%) of all calls shall be answered within thirty (30) seconds. The performance standard shall be measured monthly and shall be reviewed with MHBE 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 – Consolidated Service Center (CSC): <ul style="list-style-type: none"> • CSC Standard 3: Call Abandonment Rate: Abandoned calls shall be 3% or less. The performance standard shall be measured monthly and shall be reviewed by MHBE 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. 	1% of monthly invoice

MARYLAND HEALTH BENEFIT EXCHANGE SERVICE LEVEL METRICS

	Service Level Metric	Deduction/ SLC
4	Customer Service Support – Consolidated Service Center (CSC): <ul style="list-style-type: none"> CSC Standard 4: Average Call handling time (AHT). The performance standard shall be measured monthly and shall be reviewed with MHBE as part of the monthly audit. The AHT performance targets shall be established following an initial baseline period. 	1% of monthly invoice
5	Customer Service Support – Email Response time: <ul style="list-style-type: none"> CSC Standard 5: Timely Response to Electronic Correspondence: One-hundred percent (100%) of all e-mail correspondence shall be responded to in < 24 hrs. The email date stamp shall determine the response date. The performance standard shall be measured monthly and shall be reviewed by MHBE as part of the monthly audit 	Up to 3% of monthly invoice as follows: Less than 100%-95% 1% deduction Less than 95%-85% 2% deduction Less than 85% 3% deduction
6	Customer Service Support – Written Correspondence Response time: <ul style="list-style-type: none"> CR Standard 6: Timely Response to Written Correspondence: One-hundred percent (100%) of all written correspondence shall be responded to in < 48 hrs. 	Up to 3% of monthly invoice as follows: Less than 100%-95% = 1% deduction Less than 95%-85% = 2% deduction Less than 85% = 3% deduction
7	Customer Service Support – Consolidated Service Center (CC): <ul style="list-style-type: none"> CSC Standard 7: Accurate Response to CSC Phone Inquiries: Customer Care Associate Accuracy rate shall be 90% or higher her based on a sampling of all calls monitored by MHBE staff and Offeror reported monthly results. Accuracy of answers is based on the CSR providing correct information about the MHBE programs and adhering to guidelines as specified in QA monitoring tool The performance standard shall be measured monthly and shall be reviewed with MHBE in detail as part of the monthly audit 	1% of monthly invoice

2.8 OPTIONAL TASK ORDERS

In addition to the services specified in this Scope of Work section, the successful Offeror shall provide additional related out-of-scope services that arise during the term of this Contract, as requested by the Contract Monitor.

- a. Task Orders will govern services required by the MHBE apart from those specified above. The Task Order process shall apply only to these activities and not for the requirements of Section 2.1 – 2.8 of this RFP.
- b. The Contract Monitor may initiate a Task Order Request for Proposals (TORFP). A TORFP will define the scope and requirements of the specific task(s) to be performed and identify the time for the successful Offeror to submit a proposed response to the TORFP.
- c. Upon receiving the TORFP, the successful Offeror shall provide a proposal in response to the TORFP's requirements. At a minimum, the proposal shall include a proposed approach to satisfying the TORFP's requirements, proposed schedule for completion or implementation, proposed total price.
- d. Upon receipt of a proposal deemed acceptable by the MHBE in its sole discretion, the Contract Monitor will prepare a Task Order Agreement based on the proposal. The Contractor shall begin work on a Task Order Agreement only upon receipt of a notice to proceed.
- e. Task Order work and invoicing shall be performed by the Contractor in accordance with the terms of the Task Order Agreement.

SECTION 3 PROPOSAL FORMAT

3.1 TWO PART SUBMISSION

The Offeror shall submit proposals in separate volumes:

Volume I – TECHNICAL PROPOSAL

Volume II – FINANCIAL PROPOSAL

3.2 PROPOSALS

Volume I –Technical Proposal and Volume II-Financial Proposal shall be sealed separately from one another. Each Volume shall contain an unbound original, so identified, and five (5) copies. The two sealed Volumes shall be submitted together under one label bearing:

1. The RFP title and number
2. eMM Number
3. Name and address of the Offeror
4. The volume number (I or II)
5. Closing date and time for receipt of proposals

The submission should be made to the Procurement Officer (see section 1.3) prior to the date and time for receipt of proposals (see section 1.7).

An electronic version of Volume I- Technical Proposal and Volume II- Financial Proposal, both in searchable Word (Version 2007 or newer) 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.

A second electronic version of Volume I and Volume II in searchable Word (Version 2007 or newer) format shall be submitted on CD for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see **Section 1.8**)

All pages of both proposal volumes shall be consecutively numbered.

Proposals and modifications will be shown only to State employees, members of the Board of Trustees of the MHBE, members of the Evaluation Committee, or other persons deemed by the MHBE to have a legitimate interest in them.

3.3 DELIVERY

Offerors may either mail or hand-deliver proposals.

For U.S. Postal Service deliveries, any proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit

by the time and date listed in the RFP will be deemed timely. If an Offeror chooses to use the United States Postal Service for delivery, the MHBE 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 MHBE. An Offeror 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.

Hand-delivery includes delivery by commercial carrier acting as an 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.

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.

3.4 VOLUME I – TECHNICAL PROPOSAL

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

3.4.1 FORMAT OF TECHNICAL PROPOSAL

Inside a sealed package described in **Section 3.2**, above, the unbound, five (5) copies and the electronic version shall be provided. The RFP sections should be numbered for ease of reference, i.e., Section 1 Title and Table of Contents, Section 2 Transmittal Letter, Section 3 Executive Summary, etc. In addition to the instructions below, the Offeror's Technical Proposal should be organized and numbered in the same manner as Part 3.4.3 below using a technical specifications template in this RFP. This proposal organization will allow evaluators to "map" Offeror responses directly to RFP requirements.

3.4.2 ADDITIONAL REQUIRED TECHNICAL SUBMISSIONS

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

1. Completed Bid/Proposal Affidavit
2. Completed Minority Business Participation Form – **Attachment D-1** (in a separately sealed envelope)
3. Conflict of Interest Affidavit and Disclosure – **Attachment I**
4. Business Associate Agreement – **Attachment J**

3.4.3 TECHNICAL PROPOSAL ORDER

The Technical Proposal shall include the following sections in this order:

1. TITLE AND TABLE OF CONTENTS (1-2 PAGES)

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, subsection and page number.

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 Offeror's Financial Proposal.

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. EXECUTIVE SUMMARY (3-5 PAGES)

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 health reform objectives and goals of the State of Maryland and of MHBE as well as an understanding of the Scope of Work. This section should also include an analysis of the effort and resources that will be needed to realize these objectives and goals along with attaining objectives in timeframe shown.

5. PROPOSED WORK PLAN (4-6 PAGES)

Offeror shall give a definitive description of the proposed plan to meet the requirements defined in this RFP, i.e., a Work Plan. It shall include the specific methodology and techniques to be used by Offerors in providing the required services as outlined in the RFP. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines in completing all of the requirements associated with this RFP. Project deadlines considered as contract deliverables (as outlined in **Section 2.2**) must be recognized in the Work Plan. Offeror's Project Plan must include the following:

- a. Key tasks for the entire project – set-up to completion.
- b. Estimated duration (start date and completion date) for each task.
- c. Names of resource(s) to complete each task.
- d. Identification of key dependencies between tasks.
- e. Resources required from management, employees and operational groups.
- f. Staffing Plans

6. CORPORATE QUALIFICATIONS AND CAPABILITIES (8-10 PAGES)

Offerors shall include information on past corporate experience with similar projects and/or services. Offerors shall describe how their organization can meet the requirements of this RFP and shall include the following:

- a. An overview of the Offeror's experience and capabilities providing similar services. This description shall include:
 - i. The number of years the Offeror has provided these services
 - ii. The number of consumers and geographic locations that the Offeror currently serves
 - iii. Offeror's recognition of and compliance with licensure or certification requirements as a corporate entity
- b. The names and titles of key management personnel directly involved with supervising the services rendered under this Contract.
- c. At least three references from customers who are capable of documenting the Offeror's ability to provide the services specified in this RFP. Each reference shall be from a client for whom the Offeror provided service within the past five years and shall include the following information:
 - i. Name of client organization
 - ii. Name, title, telephone number and e-mail address, if available, of point of contact for client organization
 - iii. Value, type, duration, and services provided

MHBE reserves the right to request additional references or use references not provided by an Offeror.

- d. Offerors must include in their 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:
 - i. Dunn and Bradstreet Rating
 - ii. Standard and Poor's Rating
 - iii. Recently audited (or best available) financial statements

- iv. Lines of credit
 - v. Evidence of a successful financial track record
 - vi. Evidence of adequate working capital
- e. The Offeror's process for resolving billing errors.
- f. A corporate organizational chart that identifies the complete structure of the company including any parent company, headquarters, regional offices or subsidiaries of the Offeror.
- g. A complete list of any subcontractors other than those used to meet a Minority Business Enterprise subcontracting goal. This list shall include a full description of the duties each subcontractor will perform and why/how they were deemed the most qualified for this project.
- h. A Legal Action Summary. This summary shall include:
- i. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action.
 - ii. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years.
 - iii. A description of any judgments against the Offeror within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court.
 - iv. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.
 - v. Describe how the Offeror is configured managerially, financially, and individually so as to afford the assurance that it can execute a contract successfully.
- i. Past State Experience: 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. For each identified contract the Offeror is to provide:
- i. The State contracting entity
 - ii. A brief description of the services/goods provided

- iii. The dollar value of the contract
- iv. The term of the contract
- v. The State employee contact person (name, title, telephone number and if possible e-mail address)
- vi. 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.

Information obtained regarding the Offeror's 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.

7. EXPERIENCE AND QUALIFICATIONS OF PROPOSED STAFF (2-3 PAGES + RESUMES & ORGANIZATIONAL CHART)

Offerors 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 from non-Minority Business Enterprise subcontractors should be included in this section.

Offerors are required to provide an Organizational Chart outlining personnel and their related duties. Include job titles and the percentage of time each individual will spend on their assigned tasks. Offerors using job titles other than those commonly used by industry must provide a crosswalk.

8. OFFEROR TECHNICAL RESPONSE TO RFP REQUIREMENTS

If MHBE 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 eligible for acceptance

9. CERTIFICATE OF INSURANCE

The Offeror shall provide a copy of the Offeror's current certificate(s) of insurance with the prescribed limits set forth in **Section 1.42**.

10. ADDITIONAL ECONOMIC BENEFITS (1 PAGE)

The Offeror shall describe the benefits that will accrue to the State economy as a direct or indirect result of the Offeror's performance of the Contract resulting from this RFP. The Offeror will take into consideration the following elements: (do not include any detail of the Financial Proposals with this technical information):

- a. The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, Offerors and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- b. The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- c. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

11. CUSTOMER CONTACT CAPABILITIES RESPONSES (40-50 PAGES TO INCLUDE ANY APPENDICES)

The Proposal should address the following questions by referencing the question number followed by the response. If a similar response is provided in another section of the Proposal the Proposer may reference that section and repeat the response.

General

In this section of the response the Evaluation Committee is particularly interested in the Offeror's background, public program experience, and record of success operating an inbound contact center for consumers similar to those served by the MHBE. Past financial performance and current condition will be evaluated. The alignment of the Offeror's corporate culture with the MHBE is also an important consideration.

1. Provide a brief overview of your company (relevant points include: business philosophy, mission statement, management structure, organization chart, relevant experience, values, key consumers, industries addressed, etc.).
2. Describe your firm's top three strategic objectives.
3. Describe your organizations values and culture. Describe how this will benefit Maryland Health Benefit Exchange.
4. Describe the different service lines within your company, including specialty/third party alliances.
5. Describe how the different practices are aligned within the organization.
6. Provide the current number of healthcare consumers to whom you provide services similar to those in this RFP.
7. Detail your experience with federal healthcare government contracts, and the number of years that you have provided such services.
8. Provide a description of these programs, specifically those contracts now active, and their relevance to the proposed Maryland Health Benefit Exchange service requirements
9. Provide the percentage of overall company activity that is devoted to healthcare (revenue and FTE count).
10. List your three (3) largest competitors and what it is that differentiates you from them.
11. Please explain how your company complies with regulatory policies around call handling services. How do you keep up to date on current legislation?
12. Provide the percentage of total revenue per service line for the last two years.
13. Provide audited financial statements for the last three years as an Attachment to this response. (Failure to provide audited financials could materially impact the short listing process. If you don't have audited financials for the past three years please provide a detailed explanation).
14. Please identify any material litigation that your company is currently involved in that would be relevant to the scope of this relationship.
15. Has your company received any special industry awards or certificates of achievement that correlate to the proposed work in the RFP?
16. How many permanent employees does your company employ?

17. What percentage of your company are employed as a percentage of your total workforce on the following basis:
 - Permanent employees.
 - Direct contract.
 - Agency contract.
18. Please provide current configuration (physical location) of service centers likely to be involved in support of this contract.
19. Describe your current or proposed Consolidated Services Center locations in the Maryland marketplace.
20. Which facility or facilities would you recommend support? Why?
21. Describe your company's insurance coverage. Indicate your willingness to include as a named insured. Are employees bonded?
22. Please detail any agent-at-home capabilities that currently are utilized in support of the provision of services as outlined herein.
23. What is the average number of years your employees have been with your company? Separate your answer by level of individual.

Recruiting, Hiring & Human Resource Processes

In this section the Committee seeks to understand the Offeror's ability to recruit and retain the staff critical to providing an exceptional customer experience. When considering the caliber of staff required to manage eligibility determinations and health plan enrollments, please highlight any experience staffing for other consumers now operating in a skill based delivery model. Please elaborate on support you have provided to consumers marked by significant seasonality in call arrival patterns.

24. Describe your recruiting, interviewing, and hiring processes. What is your typical lead-time to fill an average new hire training class? Give an example of how you fulfilled an accelerated new hire training class request for another client.
25. Describe the profile of the customer service staff you believe to be best qualified to support.
26. Describe how you categorize different skill levels for agents? Please provide requirements and job descriptions of each skill level in an appendix.
27. Describe the career paths for your staff, and how training supports these.
28. What are your retention strategies?
29. What is your current overall front line attrition percentage?
30. How much does attrition vary across your locations?
31. Is there a formal performance management system in place for service staff? If so, please outline your process for coaching and managing performance. Key metrics utilized for staff evaluation?

32. What has been among your most successful new hire sourcing strategies?
33. What is your average interview to hire ratio?
34. What HR/Recruiting systems are you leveraging to staff your Consolidated Services Centers?
35. Explain how you typically solicit the marketplace and the typical timelines for viable candidates. How are they tracked through the hiring process?
36. How are your agent resources tracked from hiring, through training and operations and how that supports the tracking of the lifetime of an agent through your organization?
37. Do you perform background checks for all new hires?
38. Do you have any assessment tools in place that are leveraged prior to hiring new agents?
39. What are your typical full time/part time ratios for healthcare clients?
40. Does your firm use contract/third party resources? Would any services (e.g. recruitment, training) provided be performed by contract employees, sub-contractors, or business partners? Which business partner and what is the basis of the contractual arrangement?
41. Are employees in any part of your company organized under collective bargaining agreements? If so, please provide details.

Training Programs

The MHBE seeks an experienced partner capable of assisting with the design and delivery of training curriculum. Much of the content to be used in the training process will need to be documented. While the MHBE will bring resources to assist in that process, please make clear any relevant experiences and unique capabilities that you possess that should warrant special consideration.

42. Describe the training completed for service/support of the healthcare industry in general and to other health exchange type programs in particular.
43. Specific to eligibility and subsidy determination, coverage types, benefits & services inquiries.
44. Specific to operating procedures of Health Plans.
45. Specific to interactions with Health Care providers.
46. Cite any experience with billing and collection training you have delivered and current programs that include provision of these functions.
47. Please describe and provide a copy of your current HIPAA training that will be delivered to your employees that will support?
48. Describe training philosophy and current methodology used (e.g. train-the trainer, classroom, CBT, OJT).

49. Please provide a sample of your standard curriculum for a new hire and the average number of hours to complete.
50. Describe your approach, methodologies, and capabilities for developing training content and documentation.
51. What is the current training staff to agent ratio?
52. Describe your approach to hiring specialized language skills. Detail any programs where bi-lingual agents are now utilized.
53. Describe the on boarding and “nesting” process for new hires as training is completed. Describe assessment processes used to determine new agent readiness.
54. Describe past training solutions in support of individual healthcare purchasers, small business owners and the insurance brokerage community.
55. Explain how your past programs and agents have helped determine eligibility and facilitated enrollment in programs similar to MHBE.
56. Describe experiences providing training to employees that aren't located in your Consolidated Services Centers. Has this training occurred away from your primary site? On a remote basis?
57. Describe your current approach to identifying refresher training needs and the mechanism/approach used to accomplish.

Workforce Planning & Staffing

MHBE will operate or contract for command center services that align with the Offeror's workforce management capabilities. We are particularly interested in understanding how your workforce team has assisted clients who bring this expertise, and any suggestions for how to make that partnership most effective.

58. How is the workforce management and scheduling function organized?
59. What WFM tools and approaches do you use to forecast client volume?
60. What type of workforce management tools do you utilize to manage staffing levels and scheduling?
61. Please describe in detail your workforce management processes and resources to effectively forecast and monitor contact traffic flow.
62. Describe your skills-based call routing capabilities.
63. How do you accommodate for unplanned absences in your scheduling process?
64. What is the most common escalation measures utilized to ensure a consistent level of service throughout the day?
65. How are front line agent schedules determined? If a shift bid process is used, please describe the criteria used to determine shift awards.

66. Please provide a client example where you have successfully dealt with seasonal call volume variations. Describe your approach to staffing during peak periods of the year (e.g. open enrollment).
67. How do you monitor and enforce schedule adherence?
68. Describe how you manage resources supporting customers that interact with the Consolidated Services Center through non-voice communication channels (e.g. chat, email, white mail).
69. Describe any programs that are currently staffed to accommodate “walk-in” customers.
70. Describe the process for notifying agents of changing/emerging events that affect the Consolidated Services Center operation (pre-shift huddles, intraday alerts, etc.).

Reporting

MHBE will rely on frequent and detailed reporting, much of it ad hoc, particularly as the program launches. An overview of the Proposer’s reporting capabilities, along with specific examples of new report and KPI development activities specific to programs now supported is strongly encouraged.

71. MHBE expects its Offerors to work with the State Command Center to provide comprehensive reporting, inclusive of standard Consolidated Services Center metrics. Describe your standard reporting package. Provide a list of reports, and a description of each report including purpose, frequency, delivery mechanism, and a sample.
72. What is the current reporting and analytics platform?
73. How many resources are dedicated to the management and integration of the reporting platform with the various Consolidated Services Center systems?
74. Provide examples of any narrative (analysis/recommendations) that would typically accompany a report revealing that service levels are not being met.
75. Do you have the ability to customize reports to your client’s unique requirements and specifications?
76. Is there any additional cost for customization? Please describe in detail in the pricing section.
77. Describe your ability to respond in less than 8 hours should a need for an ad-hoc report arise.
78. MHBE will require key Consolidated Services Center metrics to be uploaded every thirty minutes to a web portal. Do you currently perform this requirement for other clients? If so, what data would you be able to provide?
79. MHBE will be expecting the Consolidated Services Center Offeror to provide detailed call reason reporting. Describe how you currently satisfy this

requirement for clients with similar needs, and provide an example of how you have used this information to improve service performance.

80. Describe any relevant Consolidated Services Center statistics for programs you now administer similar to (e.g. AHT, Common Call Reasons, Self-Service Utilization Patterns, etc.)
81. Describe and provide examples of your capabilities for providing and tracking Key Performance Indicators (KPIs) on a regular basis.
82. Include descriptions and examples of performance indicators currently being used.

Quality Assurance and Control

The Evaluation Committee is especially interested in efforts you've made to improve quality as a means of improving overall operating efficiency. Experiences and examples you can cite from other start up programs where performance indicators have been designed by your quality teams should be included. Any supporting ROI analyses related to specific quality improvement programs you have implemented will be considered. Coordination of internal quality measurement programs with external satisfaction surveying activities should also be provided.

83. How is the Consolidated Services Center quality control function/department organized?
84. What is the current quality staff to agent ratio?
85. How do you ensure that quality measurements are consistent across all agents and facilities?
86. How do you currently measure agent call documentation quality?
87. Describe the differences between your service skills and technical skills audits.
88. What is the frequency of agent monitoring? How does this vary based on agent performance, tenure, or client request? How are the monitoring results shared with the agent?
89. Indicate the percentage of calls typically monitored for quality purposes per agent per month. Specify whether remote monitoring is available for live and/or recorded calls.
90. What is your current quality-monitoring platform?
91. Describe how your quality platform be accessed remotely?
92. Are supervisors required to monitor calls on a monthly basis? If so how many calls per employee?
93. How long do you typically store monitored calls?
94. Describe your capabilities to simultaneously record both screen and voice for all transaction types expected.

95. Describe your archiving processes for recorded contacts that capture both screen and voice.
96. Please describe your quality assurance calibration process and how it integrates into your overall quality programs. How often do you have calibration sessions with your existing clients?
97. Describe your testing/certification process and indicate the steps taken to ensure agents and manager/supervisors are trained and consistently perform to the service levels and quality standards required by MHBE.
98. How first call resolution (FCR) is typically measured in your organization today and what systems are in place to measure it?
99. Do you have current programs in place in which 3rd party measurement of customer satisfaction is occurring? How do you leverage this data to improve the overall customer experience and drive continuous improvement efforts?

Process Improvement

As a startup program, the MHBE expects significant opportunity for process improvement following the October 2013 launch. A strong commitment to ongoing process improvement is expected from the Offeror, and all relevant experience should be reflected in this section.

100. Describe your commitment and approach to quality management processes and provide examples of how you have utilized methods and tools (e.g. Six Sigma) to identify best practices and improve service process efficiency and quality. If Six Sigma is used, are there any staff certified black belts that would be accessible for MHBE's service and benefit?
101. Do you have examples of a closed loop process now utilized for any clients similar to MHBE?
102. Do you currently have any certifications for quality programs?

Account Management

103. The MHBE will expect an account manager to become very knowledgeable about the Maryland Health Benefit Exchange and to ensure that all service objectives are continually being met. The Account Manager will also be asked to represent the Offeror in all deliberations with the MHBE and other regulatory agencies regarding service performance and improvement initiatives. Account manager will be required to be dedicated to MHBE. Please provide the resume of the proposed account manager for the MHBE account.
104. Can MHBE meet with your proposed account/relationship manager prior to finalizing the position?
105. Describe how the requirement of 24/7 point of contact availability for escalations and critical communication will be managed within your organization?

106. At what location would the account executive with ultimate responsibility for the MHBE account be?
107. Explain how incident logs are currently maintained by existing account managers.
108. Describe how agents are supported with difficult/lengthy calls? Include any contact escalation processes where agents interface directly with account management.
109. Give an example of your current communication with a client of similar size and requirements (e.g. meetings, reviews, status updates, etc.).
110. We would like to understand your abilities to think/deliver beyond a set scope of a contract. Provide three (3) descriptions where your clients have realized savings and service improvements from your suggestions beyond the scope of the contract. Please describe the client situation, the actions your company took, and the realization of benefits.
111. Explain the performance plan/goals you have set for the account manager and how you plan to assure satisfaction with the results. Please provide organization chart with all roles and responsibilities for resources that will be dedicated and shared with other programs you now support.

Consolidated Service Center Tools and Technology

As noted in the additional business requirements above, the State of Maryland will provide the Offeror with all of the technology required to support consumers seeking coverage through MHBE. The Evaluation Committee is still very interested in understanding the Offeror capabilities and tools used in support of other clients.

CRM Systems Currently Utilized

112. What CRM tools do you currently use to enhance the service experience? Detail and highlight the benefits as they relate to MHBE constituency. How has the product been deployed and why does it make sense in this marketplace? Describe the tools, and relevant examples of how the information was fully leveraged.
113. Describe the past/current use of your CRM tool to track and report call activity at the PMPM level, and call intensity factors by call type.
114. Describe how you have used both quantitative and qualitative information extracted from your CRM platform to deliver significant contact insights that enable service differentiation. Provide any relevant examples.
115. Describe how/if you have utilized CRM tools in the past (for similar programs) to identify “at risk” candidates for appropriate referral to case management.

Knowledge Management Currently Utilized

- 116. Describe the knowledge management tools currently utilized by staff at your locations.
- 117. Explain your current knowledge publication workflow process and how that can be adapted to the MHBE environment.
- 118. Describe the process used to maintain and update the information that agents access through these tools.

ACD Systems Currently Utilized

- 119. What is the ACD platform currently utilized?
- 120. How long has the ACD been deployed within your Consolidated Services Center environment?
- 121. How many resources are dedicated to the full-time management of your ACD?
- 122. What ACD redundancy is in place to help deliver on the expected service levels?
- 123. Describe your current ACD platform(s) utilized in current operations.
(Manufacturer, # of stations)

IVR Currently Utilized

- 124. What is your current IVR platform?
- 125. What self-service capabilities do you anticipate deploying within the MHBE environment?
- 126. Because MHBE desires a dedicated IVR solution, what are the anticipated development and implementation efforts?
- 127. How many resources are dedicated to the full-time management of your IVR?
- 128. What SLAs are you currently expected with other IVR deployments and how have you positioned your organization to meet them for past 12-24 months?
- 129. Do you currently support clients utilizing automated outbound dialing to mitigate inbound volume or advice of program/service changes? Describe these capabilities.
- 130. Describe the ability to provide custom in-queue announcements, including estimated wait time.

Voice Analytics Currently Utilized

- 131. Have you operationalized a voice analytics platform? If so, what is your current platform and how long has this been deployed?
- 132. Describe any real-time or post contact voice analytics leveraged within your current healthcare operations.
- 133. Explain the typical deployment of Voice Analytics for a client.

- 134. Describe your experience utilizing voice analytics tools. Describe relevant examples of how use of this tool has led to service improvement.
- 135. Do you have the capability to do unstructured text analysis (for emails/written correspondence)? If so, describe the tool, and provide relevant examples of how this tool has been implemented for other healthcare operations.

Non-Voice Channel Support Currently Deployed

- 136. Describe your experience, tools, and capabilities to provide customer support via the web for website(s). Provide relevant examples.

Chat Systems Deployed and Experience with Chat Solutions

- 137. What is your current chat platform?
- 138. How does your chat platform currently integrate with existing self-help sites?
- 139. How does your chat platform leverage a knowledge base solution to provide proactive automated responses to chat inquiries?
- 140. Describe how your chat solution enables the capture of relevant information to generate new content for knowledge solutions that further self-service.
- 141. What is the current number of chat interactions that your agents can support at a single time? Describe how the CRM solution enables simultaneous multiple interactions to ensure chat solution efficiencies.
- 142. Explain how your chat agents' efficiencies are developed and managed, from training through multi-channel efficiencies.

Integrated Email Systems Utilized for Client E-mail Handling

- 143. What is your current email platform?
- 144. Explain how your email platform integrates with your other electronic platforms to enable greater efficiencies and how is that managed within your Consolidated Services Center organization?
- 145. Describe how your email auto response solution works and the processes leveraged to develop an increased auto-response rate over time. Explain how you anticipate the process for enabling MHBE with this approach?
- 146. How is your email platform enabled to assist with presenting existing knowledge base solutions as answers both prior to end user submission and as agents are handling individual replies?
- 147. Detail how your knowledge base solution integrates with your email platform and how your organization has captured and mined the email inquiries to proactively develop knowledge base solutions.

Social Media Experience (Handling Client Social Media Inquiries)

- 148. Do you currently have a social media platform operational with clients today? If so, what platform are you currently using to support social media interactions?
- 149. What, if any, best practices have you developed regarding support through social media channels?
- 150. Describe how your social media platform integrates with the CRM system.
- 151. How have you leveraged the social media data for existing clients?

Back Office Operations and Capabilities

- 152. Please describe your mailroom capabilities.
- 153. Are your mailroom activities in a centralized location or done locally within the contract center?
- 154. Do you scan all documents into a workflow engine or is paper distributed to the floor?
- 155. Please describe your data entry, correspondence and enrollment processes and what technology is leveraged to drive productivity in these areas.
- 156. Describe any other receivables processing that your staff now performs (payment processing, etc.).
- 157. Please describe all other back-office capabilities you currently have operational for healthcare clients.

Compliance

- 158. What processes are currently documented and where is this documentation kept?
- 159. What documentation controls are in place? Please provide examples.
- 160. Describe your ability to provide data for requested audits (annual SAS70, CMS) and to comply with any request to visit service centers to observe CS function.
- 161. Detail your ability to provide appropriate controls and security for HIPAA compliance.

Information Technology and Data Security

- 162. How are your systems structured? Can your systems accommodate management monitoring of the entire process?
- 163. What are the technology requirements necessary to run/interface with your tool or system? Delineate the specific system requirements for interaction with your tool, e.g. – browser products and versions supported, recommended minimum connection speeds.

164. Describe your data security procedures and policies.
165. Describe your company's emergency preparedness or disaster recovery plan. Are there redundant or backup systems in place to prevent service interruption? What kind of connectivity (voice/data) do you have between multiple sites? If selected, MHBE will require that you provide a complete site disaster recovery plan.
166. What security provisions do you have in place to guarantee confidentiality of customer information in general?
167. How are your customers notified of service outages? How do you track and report outages?
168. What is your average system uptime percentage?
169. Describe where the data resides. Maryland Health Benefit Exchange may require dedicated servers or routers as part of this engagement.
170. Do you have the ability to segment data by client, separating MHBE data from all other clients?
171. Please explain your policies around data security, data integrity and HIPAA and PCI compliance in terms of how it relates to call handling activities. Provide proof of your PCI compliance with your response to this section.
172. Describe how your systems ensure that each customer's information, requirements, and parameters are secured.
173. Are you SAS 70 Type II certified? Please provide name and address of your Registrar.
174. Describe your process used to address when the system goes down or becomes inaccessible.
175. Describe your process and steps taken to ensure quality control, prevent spam, and prevent online fraud.

Future Expansion

176. Upon Offeror's review of Future Expansion opportunities described in **Section 2.5**, please describe how you would integrate these functions into the multi-year CSC capabilities proposed for the MHBE.
177. Explain the outbound call capabilities you currently offer in your agent-at-home queues or centers to accommodate high volume outbound calling capabilities?
178. Since the Future Expansion services shown require expanded mailroom and fulfillment services, please detail your mail handling and literature fulfillment services that include mail opening, scanning, inserting, metering, destroying (shredding), dock to post office, facsimile handling, data entry, document retrieval, data entry, reporting and management capabilities, as these services are a key part of future expansion work.

3.5 VOLUME II – FINANCIAL PROPOSAL

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 3.5, the Offeror shall submit an original unbound copy, five (5) copies, and an electronic version in Word (Version 2007 or newer) of the Financial Proposal. 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. Offeror(s) are to propose a Firm-Fixed-Price (FFP) for each of the pricing schedules included in **Attachment F**. The Offeror shall provide prices in **Attachment F** based upon the information set forth in the RFP.

By submitting its Technical Proposal and its Financial Proposal, the Offeror acknowledges there are unknown aspects of the scope of work due to, among other things, the lack of finalized regulations and guidance from CMS regarding ACA implementation, uncertainty regarding transaction volumes and handling times, and impact of seasonality on required staffing levels. The Offeror further acknowledges that it understands that the pricing of all items, including the overall price, must fully take into account all risks and contingencies that are necessary for the State to have an operational Consolidated Service Center no later than July 1st, 2013

SECTION 4 EVALUATION CRITERIA & SELECTION PROCEDURE

4.1 EVALUATION CRITERIA

The evaluation of proposals will be based on the criteria set forth below.

Award shall be made in the best interest of the MHBE as determined by the Evaluation Committee. Consideration will focus toward, but is not limited to:

1. Understanding of the scope of the project and risk mitigation for the Maryland Health Benefit Exchange.
2. Experience implementing and operating large customer service centers.
3. Corporate experience in the health insurance exchange space, knowledge of the health insurance market and knowledge of healthcare reform.
4. Qualifications of proposed implementation and operations staff.
5. Offeror commitment to meet requirements in accordance to the following timetable:
 - Train-The-Trainer Phase Completion (Offerors training staff are trained in all aspects of the Consolidated Service Center systems and processes) 6/2013.
 - On-going Training and Staffing of Hierarchy Team – This team is comprised of CSC Team Leads, Supervisors, Quality Assurance Staff, Work Force Management Staff, Command Center Staff, Trainers, Site Managers and Director.
 - Consolidated Services Center Full Production 10/2013.
6. Strategic fit and alignment of Maryland Health Benefit Exchange business in Offerors overall corporate strategy.
7. References of current clients supported.
8. Adequacy and completeness of proposal.
9. Compliance with the terms and conditions of the RFP including response format as required by this RFP.
10. Attainment of Offeror minimum specifications.

4.2 BEST AND FINAL OFFERS (BAFO)

The Evaluation Committee reserves the right to request information from Offerors as needed. If information is requested, the Committee is not required to request the information of all Offerors.

Offerors selected to participate in BAFO may be given an opportunity to submit a revised technical and / or price proposal / offer to the Evaluation Committee, subject to a specified cut-off time for submittal of revisions.

In the event that the Proposer is notified by the Committee that the Proposer has been selected for Orals and/or a site visit, Proposer agrees that MHBE shall retain possession of any and all materials, in any form, provided by the Proposer during these presentations.

No additional revisions shall be made after the specified cut-off time unless requested by the Committee.

4.2.1 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**—Financial Proposal Form).

4.3 EVALUATION PROCESS

4.3.1 IN GENERAL

The Contract will be awarded in accordance with the competitive sealed proposals process found at PPP § II.B. The competitive sealed proposals method allows for discussions and revision of proposals during these discussions; thus, MHBE may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, MHBE also reserves the right to make an award without holding discussions.

In either case, MHBE may determine an Offeror to be not responsive and/or an Offeror's proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of proposals and prior to contract award. If MHBE finds an Offeror to be not responsive and/or an Offeror's technical proposal to be not reasonably susceptible of being selected for award that Offeror's financial proposal will be returned if still unopened.

Proposals are usually evaluated by a committee, which then makes a recommendation for award. However, the Procurement Officer may evaluate proposals without a committee and recommend an Offeror for award. In either case, award will be made as set forth in PPP § III.

4.3.2 SELECTION PROCESS SEQUENCE

A determination is made that MBE form D-1 is included and is properly completed.

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 MHBE's requirements and the Offeror's ability to perform and to facilitate arrival at a Contract that is most advantageous to MHBE. For scheduling purposes, Offerors should be

prepared to make an oral presentation and participate in discussions within two to three weeks of the delivery of proposals to MHBE. Qualified Offerors will be contacted by MHBE as soon as discussions are scheduled.

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 Offeror's proposal. Proposals are given a final review and ranked.

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 require further discussions to evaluate the Offeror's entire proposal.

When in the best interest of MHBE, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs). However, MHBE may make an award without issuing a BAFO.

4.3.3 AWARD DETERMINATION

Upon completion of all discussions and negotiations, reference checks, and site visits (if any), the Procurement Officer will recommend award of the Contract to the responsible Offeror(s) whose proposal(s) is determined to be the most advantageous to MHBE considering technical evaluation factors and price factors as set forth in this RFP.

SECTION 5 ATTACHMENTS

ATTACHMENT A – EXCHANGE CONTRACT. This is the contract used by Exchange. 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 Offeror's 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-6. Form D-1 must be completed and submitted with the Offeror's technical proposal in a separately sealed envelope. Forms D-2 & D-3 are required within 10 days of receiving notification of recommendation for award.

ATTACHMENT E – BIDDERS CONFERENCE INTENT TO PARTICIPATE

ATTACHMENT F – COMPENSATION Financial Proposal forms must be completed and submitted with the Financial Proposal (see Instructions in Attachment F1).

ATTACHMENT H – FEDERAL FUNDING REQUIREMENTS AND CERTIFICATIONS

Certifications must be completed and submitted with the Technical Proposal.

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT This document must be completed and submitted with the Technical Proposal.

ATTACHMENT J – BUSINESS ASSOCIATE AGREEMENT FORM (HIPAA) This document must be completed and submitted with the Technical Proposal, if applicable.

ATTACHMENT J1 – BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This document must be completed and submitted only in the event of a breach.

ATTACHMENT K-1 – NON-DISCLOSURE FORMS FOR SOLICITATION

This form is to be submitted with the Technical Proposal.

ATTACHMENT K-2 – NON-DISCLOSURE FORMS FOR AWARD

This form is to be submitted after receiving notification of award

.

ATTACHMENT L – SITE VISIT AGENDA

ATTACHMENT A – STANDARD CONTRACT

THIS CONTRACT (the “Contract”) is made this ____ day of ____, 2013 by and between ____ (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND HEALTH BENEFIT EXCHANGE (the “MHBE”).

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 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contract Monitor” means the individual identified in sub-section 1.4 of the RFP.
- 1.3 “Contractor” means ____ whose principal business address is ____ and whose principal office in Maryland is ____.
- 1.4 “MHBE” means the Maryland Health Benefit Exchange.
- 1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated ____.
- 1.6 “PPP” means the Procurement Policies and Procedures of the Exchange.
- 1.7 “Procurement Officer” means the individual identified in sub-section 1.3 of the RFP.
- 1.8 “RFP” means the Request for Proposals titled Consolidated Service Center, Solicitation #MDM0031006966, and any addenda thereto issued in writing by the MHBE.
- 1.9 “State” means the State of Maryland and includes the Maryland Health Benefit Exchange.
- 1.10 “Technical Proposal” means the Contractor’s Technical Proposal, dated ____.

2. Scope of Work

- 2.1 The Contractor shall provide all deliverables as defined in Section 2 of the RFP, as well as all work requested pursuant to any optional task orders (TOs) as described in sub-section 2.8 of the RFP. 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_____.

In the event that a Task Order Agreement is entered into by the parties and if there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: 1) the RFP; 2) the Task Order Agreement; 3) the Technical Proposal; 4) the Financial Proposal; and 5) the 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 that: (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) the required approvals, as set forth in the PPP, are obtained.

3. Period of Performance.

The Contract resulting from this RFP shall be for a period of five (5) years beginning on _____ and ending on_____. If the MHBE elects to issue a Task Order, as described in the solicitation, the Contract shall be extended for the applicable period. 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 MHBE shall pay the Contractor in accordance with the terms of this Contract and the Contractor's response to **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, \$_____, the total firm fixed price proposed in the Contractor's financial proposal.

- 4.2 Payments to the Contractor pursuant to this Contract shall be made after the State's receipt of a proper invoice from the Contractor for completed services rendered by the Contractor, acceptance by the MHBE of completed services provided by the Contractor, and no later than thirty (30) days after the State receives its funding or draw down amounts from the applicable federal agencies or grants. No late charges or interest shall accrue or be paid for any actual or alleged late payments by the State.

For purposes of this Contract, an invoice shall not be considered proper unless the following conditions have been met:

- a. The amount invoiced is consistent with the amount agreed upon by the parties to the contract.
- b. The goods or services have been received by the State and the quantity received agrees with the quantity ordered.
- c. The goods or services meet the qualitative requirements of the contract and have been accepted by the State.
- d. The invoice has been received by the party specified in the contract.
- e. The invoice is not in dispute.
- f. If the contract provides for progress payments, the proper invoice for the progress payment has been submitted pursuant to the schedule contained in the contract.
- g. If the contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have been met.

Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Invoices shall be submitted to the Contract Monitor. 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 Offeror ID number is_____.

5. 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.

6. Public Information

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.

7. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act, 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 Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. The 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.

8. Indemnification

- 8.1 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.
- 8.2 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.

- 8.3 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.
- 8.4 The Contractor shall immediately notify the Procurement Officer of any claim, suit, or action made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract. In the event that a claim, suit or action is made or filed against the State as a result of or relating to the Contractor's performance under this Contract, the Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. This section shall survive expiration of this Contract.

9. 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.

10. Disputes

As used herein, a "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment, or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to claim for the purpose of this clause.

Within thirty (30) days of when the Contractor knows or should have known of the basis for a claim relating to the Contract, it shall file a written notice of claim on its letterhead to the procurement officer. Contemporaneously with, or within sixty (60) days after filing the notice of claim, the Contractor shall submit the written claim to the procurement officer. The procurement officer shall issue a final, written decision on the claim as expeditiously as possible. Any final decision of the procurement officer may award a Contract claim only for those expenses incurred not more than thirty (30) days before the contractor initially filed its notice of claim.

If the final decision of the procurement officer grants the claim in part and denies the claim in part, the MHBE shall pay the Contractor the undisputed amount. Payment of the partial claim will not be construed as an admission of liability by the MHBE and does not preclude the MHBE from recovering the amount paid if a subsequent determination modifies the final decision.

Within thirty (30) days of receipt of the final decision of the procurement officer, the Contractor may file an appeal to the Executive Director of the MHBE for claims for monetary amounts up to \$75,000 and to the Board of Trustees for either claims for monetary amounts over \$75,000 or for claims involving non-monetary relief. If submitted to the Executive Director, a final decision resolving the appeal will be issued by the Executive Director. If submitted to the Board of Trustees, the Board of Trustees may determine that a hearing would assist in the resolution of any appeal. The Board of Trustees may elect to hold the hearing itself or may refer the matter for a hearing to a panel consisting of two or more members of the Board of Trustees or may refer the matter to a neutral decision maker. A final decision resolving the appeal will be issued by a vote of the Board of Trustees. The Contractor's timely appeal to the Executive Director or the Board of Trustees shall be a strict condition precedent to the contractor pursuing any legal rights which it alleges or which may exist in any other forum.

Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the procurement officer's decision.

Nothing in this section shall be construed to limit the MHBE's right to withhold payments from the Contractor, assess liquidated damages against the Contractor, direct the Contractor to perform pursuant to the terms of the Contract or any written change order, or to exercise any other rights allowed by Contract or at law.

11. Maryland Law

- 11.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 11.2 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. Md. Code Ann., Commercial Law Article, Title 2, Sale of goods, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.
- 11.3 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.

12. 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.

13. 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.

14. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available (including funds which may be received from the federal government) 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.

15. 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 on the same terms as those set forth in COMAR 21.07.01.11B.

16. 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 on the same terms as those set forth in COMAR 21.07.01.12A(2).

17. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and that absolutely no charges or claims for damages shall be made by it for any delays, hindrances, interferences, or disruptions 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.

18. 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.

19. 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.

20. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, §§14-101 through 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.

21. Documents Retention and Inspection Clause

- 21.1 All of the services performed by the Contractor relating to the subject of this Contract are subject to the review, inspection and approval of the State and, therefore, any and all written and electronic documents and records, including, but not exclusively limited to, any books, papers, notes, files, records, memos, drafts, findings, draft reports, and reports related to such services shall be subject to the inspection and approval of the State. The Contractor shall furnish all documents and additional information requested by the State to the State and grant to the State's duly authorized representative free access to any documents at all reasonable times, upon three (3) days' notice to the Contractor. At the State's request, the Contractor shall provide the State with certified copies of documents in the possession or control of the Contractor. The documents may be provided in an electronic format that is acceptable to the State.
- 21.2 The Contractor agrees that all documents shall remain the property of the State and all documents retained by the Contractor are retained on behalf of the State. During the document retention period, the Contractor shall maintain all documents in its possession in the office or facility closest to the MHBE's office that is appropriate for the retention of documents. After or during the document retention period or upon completion of the services provided in accordance with this Contract and any regulatory or legal proceeding associated with the services provided, the State may take possession of any original documents retained by the Contractor and the Contractor shall submit such documents to the State in accordance with the State's direction. The Contractor may retain photocopies of the original documents and may retain any original documents the State does not wish to possess. All such materials are to be kept confidential and in a secure location.
- 21.3 The Contractor agrees to maintain all documents as confidential information owned by the State. The Contractor shall only disclose documents to its own employees as necessary to perform services under the Contract and to the State unless permitted, in writing, by the State to do otherwise.
- 21.4 The Contractor agrees to take all reasonable steps necessary to safeguard the documents, or other information from loss, destruction, unauthorized disclosure or erasure during the course of the Contract and the document retention period.
- 21.5 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, a longer period which may be set forth in the solicitation, 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.

- 21.6 The Contractor further agrees and acknowledges that certain federal laws and regulations may be applicable to this Contract. In addition to the requirements below, the Contractor agrees that federal agency 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 five (5) years after the services are furnished under this contract or such time as may be set forth in any applicable regulations, whichever is longer. Similar access will be allowed to the books, documents and records of any organization related to the Contractor or controlled by the Contractor, including subcontractors.

22. 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.

The Contractor further agrees that it shall comply with all applicable State and Federal laws and regulations, as they may be amended from time to time, which may be necessary to provide the services set forth in the solicitation.

23. 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.

24. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the MHBE's Contract Monitor, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the MHBE's Contract Monitor. 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.

All software licenses and all property of any kind, created or transferred by the Contractor pursuant to this Contract shall be issued in the names of, and held by, the MHBE and the State of Maryland. The MHBE and the State of Maryland shall have the right to transfer, assign, or allow the use of, any or all of its rights in any software licenses or property.

25. Liability

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

- a. Without limitation for damages for bodily injury (including death), damage to real property and tangible personal property, loss of data and data breaches;
- b. 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 per claim shall be limited to five (5) times the total dollar value of the Contract out of which it arises. Third party claims, arising under Section 10, "Indemnification," of this Contract, are included in this limitation of liability only if the State and the MHBE are immune from liability. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State and the MHBE are not immune from liability for claims arising under Section 10.

26. 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.

27. Liquidated Damages

Timelines, deliverable due dates, and service levels are essential and material elements of this contract. It is important that the work be vigorously prosecuted until completion, that the deliverables are timely delivered, and that the service levels meet the metrics and requirements described in the solicitation. The parties acknowledge that if the Contractor fails to meet these essential and material elements of this contract, the State will sustain damages. Actual damages may be extremely difficult and impractical to determine. Therefore, the State may elect to assess, as liquidated damages, and not as a penalty, the amounts as set forth in solicitation and under the conditions set forth in the solicitation and in this Contract. If the State elects not to assess liquidated damages, actual damages shall be assessed.

For each day that any work shall remain uncompleted beyond the time(s) specified elsewhere in the Contract (including dates for deliverables, milestones, and completion), the Contractor shall be liable for liquidated damages in the amount(s) set forth in the solicitation, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change order.

Prior to and after the contract completion date, the State may withhold an amount equal to any assessed liquidated damages from the payment of any invoice otherwise due and owing to the Contractor and/or may make an affirmative claim for liquidated damages. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

28. Inspection

The MHBE Contract Monitor, employees, agents, or representatives shall, at all times, have the right to enter the Contractor's premises, or any other places, where the services are being performed, and shall have access, upon request, to interim drafts of deliverables or work in progress. Any expenses incurred by State personnel or representatives for on-site inspections shall be borne by the MHBE.

29. Commercial Non-Discrimination

29.1 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.

- 29.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the State's Department of Budget and Management, in all subcontracts.
- 29.3 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.

30. Prompt Pay Requirements

- 30.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the MHBE, 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.
- 30.2 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.
- 30.3 An act, failure to act, or decision of a Procurement Officer or a representative of the MHBE, 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 MHBE and the Contractor in any other proceeding; or
 - c. Result in liability against or prejudice the rights of the State.
- 30.4 The remedies enumerated above are in addition to those which may be provided by any applicable law or regulations with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- 30.5 To ensure compliance with certified MBE subcontract participation goals, the MHBE may 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 MHBE determines that the Contractor is in noncompliance with certified MBE participation goals, then the MHBE 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 MHBE determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the MHBE requires, the MHBE 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.

31. Administrative

31.1 Contract Monitor. The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Contract Monitor for determination.

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

Contract Monitor:

**Leslie Lyles Smith
 Director of Operations
 Maryland Health Benefit Exchange
 750 E. Pratt Street
 16th Floor
 Baltimore, Maryland 21202
 Office Phone: (410) 547-1278**

- 31.3 As required in paragraph 10 of this **Attachment A**, notice of claims or disputes are to be sent to the Procurement Officer identified in Section 1, sub-section 1.3 of this RFP. Such notices shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid.

31.4 Incorporation by Reference

This contract, identified as **Attachment A**, consists of the entire RFP called the Consolidated Service Center document and all parts comprising the RFP, including all Exhibits, Appendices, Attachments, and Addenda, and the successful Offeror's entire final proposal including both the financial and the technical proposal dated _____ (technical element) and _____ financial proposal (financial element), which are incorporated into this contract by reference.

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

32. Compliance with Federal HIPAA and State Confidentiality Law

- 32.1 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.

- 32.2 Based on the determination by the MHBE that the functions to be performed in accordance with the Services to Be Performed set forth in Part I 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 Attachment 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 MHBE 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.

- 32.3 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.

33. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Gov't Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

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

FOR THE CONTRACTOR

FOR THE MARYLAND HEALTH BENEFIT
EXCHANGE

By:

By: Rebecca Pearce, Executive Director

Or designee: _____

Date

Date

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

Assistant Attorney General

APPROVED BY the MHBE BOARD OF TRUSTEES:

(Date)

(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 Offerors, 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 an Offeror, 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 Offeror’s, Offeror’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, Offerors, Offerors, 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

I CERTIFY THAT:

- B.** 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:

- C.** 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;

- D.** Prohibit its employees from working under the influence of drugs or alcohol;

- E.** 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;
- F.** IPromptly 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;
- G.** 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:

H. 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.

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 D – MINORITY BUSINESS ENTERPRISE GOAL AND FORMS

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 African-American MBE Participation:	_____ %
Total Asian American MBE Participation:	_____ %
Total Hispanic American MBE Participation:	_____ %
Total Woman-Owned MBE Participation:	_____ %
Total Other 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

Signature of Affiant
(PLEASE PRINT OR TYPE)

Name: _____
 Title: _____
 Date: _____

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

**Attachment D2
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.

By:

Bidder/Offeror Printed Name

Signature

Address: _____

Attachment D3 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

By: _____

Name, Title

Date

SUBCONTRACTOR SIGNATURE

By _____

Name, Title

Date

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

Attachment D4
Maryland Health Benefit Exchange
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: 60%;"></th> <th style="width: 40%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1. <u>Invoice#</u></td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____			<u>Amount</u>	1. <u>Invoice#</u>		2.		3.		4.		List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;"><u>Invoice #</u></th> <th style="width: 20%; 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.		
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	<u>Invoice #</u>	<u>Amount</u>																										
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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

This form must be completed by
MBE subcontractor

ATTACHMENT D5
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # Contracting Unit: 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.																														
<table style="width: 100%;"><tr><td style="width: 40%;"></td><td style="width: 20%; text-align: center;"><u>Invoice Amt</u></td><td style="width: 40%; text-align: center;"><u>Date</u></td></tr><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 colspan="3">Total Dollars Paid: \$ _____</td></tr></table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			<table style="width: 100%;"><tr><td style="width: 40%;"></td><td style="width: 20%; text-align: center;"><u>Invoice Amt</u></td><td style="width: 40%; text-align: center;"><u>Date</u></td></tr><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 colspan="3">Total Dollars Unpaid: \$ _____</td></tr></table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
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3.																																
Total Dollars Unpaid: \$ _____																																
Prime Contractor:		Contact Person:																														

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

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

Signature: _____ **Date:** _____
(Required)

Maryland Health Benefit Exchange
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

Solicitation Number: MDM0031006966
Consolidated Service Center RFP

A Pre-Proposal Conference will be held at 2PM Local Time, on February 19, 2013, at UMBC Tech Center, 1450 S Rolling Rd, Baltimore, MD 21229. Please return this form by February 15, 2013 by 3PM EST, advising us of your intentions to attend.

Return via e-mail to the Point of Contact:

Roger Lewis
Procurement Officer
Maryland Health Benefit Exchange
750 E Pratt Street, 16th Floor
Baltimore, MD 21202
Email: roger.lewis@maryland.gov

Please indicate:

____ Yes, the following representatives will be in attendance. Please include names and titles below:

____ No, we will not be in attendance.

Signature	Title
Name of Firm (please print)	

ATTACHMENT F – COMPENSATION

A. Agreement

The Offeror shall provide prices on this attachment based upon the information set forth in the RFP. By submitting its Technical Proposal and its Financial Proposal, the Offeror acknowledges there are unknown aspects of the scope of work due to, among other things, the lack of finalized regulations and guidance from CMS regarding ACA implementation. The Offeror further acknowledges that it understands that the pricing of all items, including the overall price, must fully take into account all risks and contingencies that are necessary for the State to have a fully operational system by no later than 7/1/13.

INCIDENTAL EXPENSES

Offeror acknowledges that, except for Projects, or as may be otherwise provided in the Contract Documents, expenses that Offeror expects to incur in performing the Services (including travel and lodging, document reproduction and shipping) are included in Offeror's charges described here. Accordingly, such Offeror expenses are not separately reimbursable by MHBE unless MHBE has agreed in advance and in writing to reimburse Offeror for the expense.

ATTACHMENT F1 PRICE PROPOSAL

1 Project Launch Costs (please detail by line item using net staffing model shown below)	One Time Charges	From Contract Award to 12/31/2013	1/1/2014 – 12/31/2014	1/1/2015 – 12/31/2015	1/1/2016 – 12/31/2015	1/1/2017 – 12/31/2016
PRICE PROPOSAL COSTS SUB TOTAL						

2 Customer Service/Contact Center Staffing (In this section, show hourly cost for each position in space provided. To determine sub-total and total costs, multiply hourly rates by 8 hrs. /day. X 5 days/week. X 52 weeks/year = 2080 hours/year for annual FTE rates, then place total annual dollars in sub-total and total areas provided. Hourly rates shown include all costs any fringe benefit costs.	One Time Charges	From Contract Award to 12/31/2013	1/1/2014 – 12/31/2014	1/1/2015 – 12/31/2015	1/1/2016 – 12/31/2015	1/1/2017 – 12/31/2016
A Price per Agent hour TIER 1 – English						
B Price per Agent hour TIER 2 – English						
C Price per Agent hour TIER 1 – Spanish						
D Price per Agent hour TIER 2 – Spanish						
E Overtime Price per hour TIER 1 – English						
F Overtime Price per hour TIER 2 – English						
G Overtime Price per hour TIER 1 – Spanish						
H Overtime Price per hour TIER 2 – Spanish						
I Supervisor Rate (per hour w/model 1:15 ratio)						
J Team Lead Rate (per hour)						

ATTACHMENT F1 PRICE PROPOSAL

2 Customer Service/Contact Center Staffing (In this section, show hourly cost for each position in space provided. To determine sub-total and total costs, multiply hourly rates by 8 hrs. /day. X 5 days/week. X 52 weeks/year = 2080 hours/year for annual FTE rates, then place total annual dollars in sub-total and total areas provided. Hourly rates shown include all costs any fringe benefit costs.						
	One Time Charges	From Contract Award to 12/31/2013	1/1/2014 – 12/31/2014	1/1/2015 – 12/31/2015	1/1/2016 – 12/31/2015	1/1/2017 – 12/31/2016
K Specialized B2B SHOP Staff (per hour)						
L Language Line per minute rate						
M Back Office Rates Per Hour						
N Production New Hire training rate (per hour)						
O Production Training Rate (per hour)						
P Training Staff Rate (per hour)						
Q Quality Assurance Staff Production (per hour w/1:35 ratio)						
WFM Analyst Staff Production (per hour)						
Optional Specialized SME(per hour)						
CSC STAFFING COST SUB TOTAL						

ATTACHMENT F1 PRICE PROPOSAL

3 Command Center Services (In this section, show hourly cost for each position in space provided. To determine subtotal and total costs, multiply hourly rates by 8 hrs. /day. X 5 days/week. X 52 weeks/year = 2080 hours/year for annual FTE rates, then place total annual dollars in sub-total and total areas provided.) Hourly rates shown include all costs any fringe benefit costs.	One Time Charges	From Contract Award to 12/31/2013	1/1/2014 – 12/31/2014	1/1/2015 – 12/31/2015	1/1/2016 – 12/31/2015	1/1/2017 – 12/31/2016
A Offeror will show pricing for Command Center services quoting one time set and launch costs to including all necessary hardware, software and networking equipment						
B Fulfillment Services Staff (per hour)						
C Fulfillment Services Team Lead (per hour)						
D Fulfillment Services Supervisor (per hour)						
COMMAND CENTER COST SUB TOTAL						
TOTAL CSC OPERATING COST						

MHBE ENROLLMENT AND NET STAFFING ASSUMPTIONS (For use in preparing cost assumptions in Attachment 1 above)

MHBE ENROLLMENT AND NET STAFFING ASSUMPTIONS					
PROJECTED END OF YEAR MEMBERSHIP	2013	2014	2015	2016	
Medicaid Expansion		101,685	135,402	151,935	
Exchange W/Subsidy		104,741	120,245	129,976	
Exchange W/O Subsidy		34,023	41,038	44,240	
SHOP		8,469	8,553	10,107	
TOTAL MEDICAID AND EXCHANGE		248,918	305,238	336,258	Source: Hilltop Institute
	10/1/2013 through 3/31/2014	4/1/2014 through 13/31/2014	1/1/2015 through 12/31/2015	1/1/2016 through 12/31/2016	
TOTAL TRANSACTIONS (English and Spanish Voice, Chat, E-Mail)	308,316	174,004	217,813	231,688	
Consolidated Service Center Net FTE Requirement					
Open Enrollment	100	100	61	80	
Other Periods		37	38	39	
Help Desk/Escalation	5	5	5	5	Net staffing to cover center open days and hours
Back Office	10	10	10	10	Correspondence Processing (Electronic and Paper)
SHOP	7	7	4	5	
Notes					
Net FTE = Actual Paid Production FTE					
Assume 20% of all transactions require Bi-Lingual English/Spanish					

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 Maryland Health Benefit Exchange.]

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, 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 subrecipients) 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 MHBE, Audit Division,
 - 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 Offeror. 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 sub awards 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 Lobbying

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 sub awards at all tiers (including subcontracts, sub grants, 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

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(see reverse for public burden disclosure.)

Approved by
OMB0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ quarter _____ Date _____ of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____
12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
15. Continuation Sheet(s) SF-LLLA attached:		<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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, sub grants 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-

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 21.01.02.01(B)(64) and includes an Offeror, Offeror, 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 Offeror 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 Health Benefit Exchange (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 MHBE 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:

Rebecca Pearce
Maryland Health Benefit Exchange
750 East Pratt Street, 16th Floor
Baltimore, Maryland 21202
Phone: (410) 547-1273

- 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:_____

ATTACHMENT J-1 – BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

**NOTIFICATION TO THE
MARYLAND HEALTH BENEFIT EXCHANGE
ABOUT A
BREACH OF UNSECURED PROTECTED HEALTH INFORMATION**

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

- The State of Maryland Health Benefit Exchange (MHBE), and
- _____ (Business Associate).

Business Associate hereby notifies Exchange 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: _____

ATTACHMENT K – NON-DISCLOSURE AGREEMENT (AWARD)

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is made this _____ day of _____, 20_____, by and between the State of Maryland (the “State”), acting by and through the Maryland Health Benefit Exchange (MHBE) and _____ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) for Consolidated Service Center services for the Maryland Health Benefit Exchange Contract No. EXCHANGE-OPASS _____ - _____ dated _____, 20_____ (the “Contract”); and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the RFP and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the Contractor in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the Contractor. Contractor shall update Exhibit A by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.

3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor's performance of the RFP or who will otherwise have a role in performing any aspect of the RFP, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Contractor shall, at its own expense, return to MHBE all copies of the Confidential Information in its care, custody, control or possession upon request of MHBE or on termination of the Contract. Confidential Information returned to the State shall be accompanied by the Certification that is attached hereto and made a part hereof as Exhibit B and shall be signed by an officer of the Contractor authorized to bind the Contractor.
7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
- a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor: <INSERT NAME>

By: _____ (SEAL)

Printed Name and Title

Date: _____

Maryland Health Benefit Exchange

By: _____ (SEAL)

Printed Name and Title

Date: _____

EXHIBIT A

LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A) Date	Signature
_____	_____	_____
_____	_____	_____

EXHIBIT B

CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Agreement by and between the State of Maryland and

_____ ("Contractor")
dated _____, 20____ ("Agreement") is attached hereto and is hereby
returned to the State in accordance with the terms and conditions of the Agreement; and (ii)
I am legally authorized to bind the Contractor to this affirmation.

**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, HAVING MADE DUE INQUIRY.**

DATE:_____

NAME OF CONTRACTOR:_____

BY:_____
(Signature)

TITLE:_____
(Authorized Representative and Affiant)

ATTACHMENT L – SAMPLE SITE VISIT AGENDA

DRAFT AGENDA FOR MHBE VENDOR SITE VISIT

Estimated Timeframe for visit is 4 hours

2. Welcome/Introductions (All)

MHBE Objectives for Site Visit (TBD)

3. Vendor Overview (TBD)

- a. Guiding Principles and Service Objectives for MHBE project
- b. Operating philosophy and synergies w/MHBE
- c. Relevance/Applicability of similar programs supported
- d. Revenues and FTEs devoted to other healthcare clients
- e. Proposed Maryland Site location – build out plans, schedule, etc.
- f. Keeping current on current legislation – methodology/approach

4. Partner Capabilities Overview / Facility tour (TBD/Site Director)

5. Recruiting Overview (TBD)

- a. Hiring processes with examples and demo of selection and screening & software tools
- b. MHBE candidate profile and applicant pool, applicant to hire ratio, FT/PT mix
- c. Labor market dynamics (How does Vendor address Maryland marketplace)
- d. Attrition management & retention strategies
- e. Agent @ Home capabilities – perceived advantage, logical partner if not Vendor etc.
- f. Staffing for seasonality
- g. Performance management processes

6. Training Overview (TBD)

- a. Training organizational structure and philosophy
- b. Discussion of MHBE new hire curriculum & proposed approach to delivery
- c. Trainer/Staff ratios
- d. Eligibility and subsidy determination training / Billing training
- e. Unique attributes of MHBE consumer base (sensitivity training)
- f. Nesting and readiness assessment processes
- g. Refresher training & continuous improvement with QA
- h. Online learning capabilities and tools utilized
- i. Leveraging lessons learned in other markets served, past training for insurance brokers/purchasers
- j. Classroom observations?

7. Quality Assurance (TBD)

- a. Review of Organizational Structure
- b. Overview of platform used

- c. Review of sample call audit forms & analytic techniques
- d. Staffing ratios, percentage of calls audited, frequency, variability based on tenure/performance, etc.
- e. Voice and screen capture capabilities
- f. First call resolution measurement technique, reported performance
- g. Discussion of scoring calibration processes w/MHBE
- h. Review of externally administered (3rd party) activity and CSAT surveying
- i. Continuous process improvement programs

8. Workforce Management (TBD)

- a. Review of Organizational Structure
- b. Staffing model development (FT/PT/ adjustment factor assumptions, seasonality)
- c. Forecasting, scheduling, and integration of non-voice and outbound work into agent workload
- d. Prioritization processes of chat, email and voice activity
- e. Overview of Walk-in capabilities
- f. Real time queue management techniques
- g. Visit to Command Center

9. Reporting

- a. Review of standard reporting package & web tools, call reason reporting
- b. Demonstration of web-based dashboard reporting tool integrating call center and Exchange-specific metrics
- c. How other clients with similar direct access such as MHBE will have are using tool
- d. Performance indicators not detailed in MSA – what else has been used?

10.Account Management Overview (TBD)

- a. Proposed Organizational structure & review of role responsibilities
- b. Key personnel for MHBE account & Other dedicated/shared resources
- c. Communication with client – frequency, typical QBR agenda
- d. Real time communication processes (e.g. examples of how you've provided clients feedback on intraday basis and made service adjustments to accommodate for unplanned events)

11.CRM Review (TBD)

- a. Platform demonstration and how it impacts agent productivity
- b. ACD/IVR integration (screen pop)
- c. Review how tool establishes activity tracking at PMPM level
- d. Using CRM to track “at risk” candidates
- e. Knowledge Management and Knowledge workflow
- f. CRM and Customer Portal integration

12.Non-Voice channel activity (TBD)

- a. Self-service support capabilities for MHBE website
- b. Chat capability overview & integration w/ other self-help sites
- c. How chat sessions integrated into CRM

- d. Automated chat Knowledge Management integration response capabilities
- e. Current Email platform
- f. Email auto response solution
- g. Social Media expertise – how best to integrate with CRM

13.ACD/IVR (TBD)

- a. Overview of platform
- b. Business continuity for telephony platform
- c. Proposed Self Service and speech recognition capability
- d. Containment rate – how defined and measured
- e. SLAs for IVR performance
- f. Outbound dialing capabilities

14.Back Office Operations (TBD)

- a. Data entry, correspondence, and enrollment processes and workflow and OCR technology employed
- b. Process flow and technology overview
- c. Mailroom capabilities

15.Business Continuity & DR plans (TBD)

16.Work/Agent Observations (All)

17.Visit wrap-up and next steps (All)

APPENDIX A- ACRONYMS AND UNIQUE TERMS

Acronym/Terms Utilized	Definition
ACA	Affordable Care Act
ACD	Automatic Call Distributor
AHT	Average Handle TIME (call talk time plus hold time plus wrap up)
BR	Business Requirement
AGENT(S)	Contact Center Production Staff
BACK OFFICE	Non-Voice Contact Center Duties (e-mail, web form data entry, chat, paper and non-electronic document handling, mailing, duplication, filing)
BRD	Business Requirements Document
CCIO	Center for Consumer Information and Insurance Oversight
CERTIFICATION	Successful Completion of MHBE Required Training
CHIP	Children's Health Insurance Program
CIC	Customer Interaction Center (by Interactive Intelligence Inc.)
CIO	Chief Information Officer
CLOUD	Software or Technology delivered as a service over a <u>network</u> (typically the <u>Internet</u>)
CMS	Centers for Medicare and Medicaid Services
COMMAND CENTER	Separate group of contact center specialists assigned to carry out specific tasks, exception handling, and supply un-biased performance reporting.
CRM	Customer Relationship Management (Software or System)
CSC	Consolidated Services Center
CSR	Customer Service Representative
DHMH	Department of Health and Mental Hygiene
DHR	Department of Human Resources
FOA	Funding Opportunity Announcement
FORECAST	Use of WFM system to calculate net staffing levels for CSC functions
FPL	Federal Poverty Level
HOSTED	Delivery model in which software and associated <u>data</u> technology are centrally stored
HHS	Department of Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act
HIX	The Health Insurance Exchange solution (often referred to in this document as "the technology platform")
HUB	Federal Data HUB
IRS	Internal Revenue Service
IT	Information Technology
IVR	Interactive Voice Response (System, Technology), sometime "U" is added for Unit, or IVRU
JAD	Joint Application Development

Acronym/Terms Utilized	Definition
LEP	Limited English Proficiency
MAGI	Modified Adjusted Gross Income
MBE	Minority Business Enterprise
MCO	Managed Care Organization
MCHP	Maryland Children's Health Program
MIA	Maryland Insurance Administration
MITA	Medicaid Information Technology Architecture
MHBE	Maryland Health Benefit Exchange
MMIS	Medicaid Management Information System
NIST	National Institute of Standards and Technology
OFFEROR	Company Competition for MHBE Contact Center Services Award
PM	Program Manager
PPA	Project Process Agreement
QAM	Quality Assurance Management
QHP	Qualified Health Plans
RCR	Requirement Change Request
RFI	Request for Information
RSG	Regulatory, Statutory, Guidance
SDLC	Software Development Life Cycle
SLA	Service Level Agreement
SLC	Service Level Agreement activity with invoice Credit penalties
SHOP	Small Business Health Options Program
SME	Subject Matter Expert
TA	Technology Analyst
TANF	Temporary Assistance for Needy Families
Tier I	CSC Staff classification handling general and marketing level support customer transactions
Tier II	CSC Staff classification for handling more complex MHBE enrollment and eligibility request
TPA	Third Party Administrator
WAH	Work At Home, or synonymous with AGENT-AT-HOME
WCAG	Web Content Accessibility Guidelines
WFM	Work Force Management Software, System, or Processes

APPENDIX B- HILLTOP INSTITUTE DATA

Refer to separate attachment.