

MARYLAND HEALTH BENEFIT EXCHANGE (MHBE)
CONNECTOR PROGRAM
Grant Solicitation - Regional Connector Entities

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ATTACHMENT A: DATA SHEET

ATTACHMENT B: GLOSSARY

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ATTACHMENT G: PARTNERSHIP OF ENTITIES – LETTER OF INTENT

1. Grant Solicitation Overview

Grant Solicitation Officer and Monitor:

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(Note the Grant Solicitation Officer and Grant Monitor may change)

Method: Competitive Grant Proposals

Proposals are to be sent to:

Maryland Health Benefit Exchange

750 East Pratt Street, Suite 1600

Baltimore, MD 21202

hix.procurement@maryland.gov

Questions may be sent to: hix.procurement@maryland.gov

Closing Date and Time: 5:00 PM Local Time on February 28, 2013

The purpose of this solicitation is to award grants to qualified applicants who will serve as entities in the Maryland Health Benefit Exchange's (MHBE's) Connector Program. These grants will cover the time period from July 1, 2013 to June 30, 2014, with three additional one-year renewal options which could extend the grant through June 30, 2017. The timeline for this solicitation is as follows:

Event	Due Date
Release of Grant Solicitation	January 17, 2013
Solicitation Conference	January 24, 2013
Questions on Solicitation Due	January 25, 2013 at 5:00PM
Responses to Questions Posted	By February 1, 2013
Solicitation Due to the MHBE	February 28, 2013 at 5:00PM
Oral Presentations <i>(if needed)*</i>	By March 15, 2013
Contract Execution*	By March 29, 2013
Grant Award Announcement *	By April 5, 2013

*Dates subject to change

The solicitation conference is from 9AM to 11AM at the UMBC Tech Center at 1450 South Rolling Road, Baltimore, MD, 21229. The bidder's conference will be available via webinar and in person and additional details will be available on the MHBE website

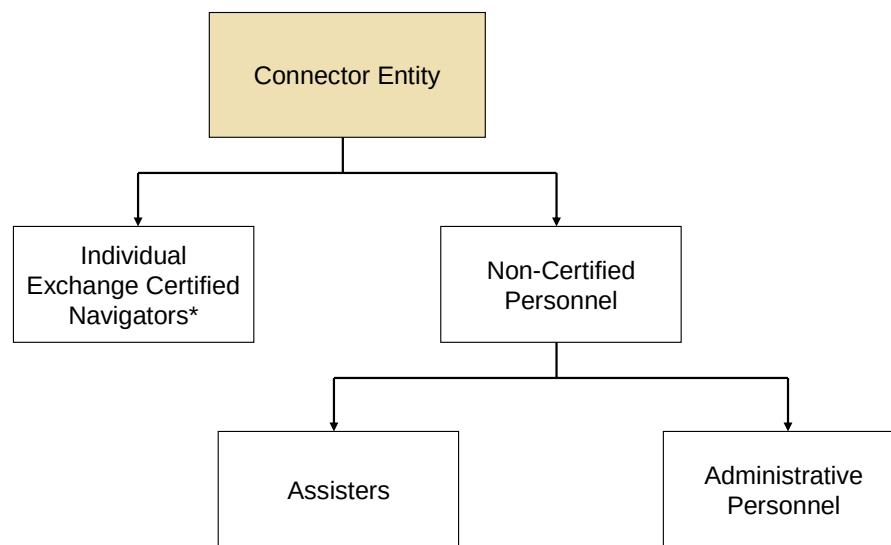
The MHBE will not consider late questions or proposals.

2. Connector Program Overview

A. Introduction and Background

In 2014, nearly 250,000 Marylanders are expected to become newly insured as a result of expanded Medicaid eligibility and the creation of subsidized and low-cost health insurance products offered through the Maryland Health Connection. To successfully enroll these individuals in coverage, the State is developing a set of robust outreach and enrollment mechanisms. One of these resources, the connector program, will help consumers learn about, apply for and enroll in an appropriate health insurance product, including Medicaid, the Maryland Children’s Health Program (MCHP), and subsidized and non-subsidized qualified health plans (QHPs).

The connector program will offer services through “connector entities,” organized geographically in the State of Maryland. Connector entities will provide services in their region(s) in two ways: 1.) through the use of certified Individual Exchange “navigators,” and possibly licensed SHOP Exchange navigators, and 2.) through other non-certified personnel, such as “assisters.”



*These individuals have the option of becoming SHOP Exchange Licensed Navigators.

This grant solicitation outlines the requirements of the connector program and solicits applications from organizations interested in serving as connector entities.

Statutory and Regulatory Authority

The Maryland Health Benefit Exchange Act of 2012 established programs to serve both individuals seeking coverage through the Individual Exchange and small businesses seeking coverage through the SHOP Exchange in the State of Maryland. Building on the ACA, it further defines the duties of navigators and non-certified personnel, the criteria for becoming a navigator and the oversight and enforcement mechanisms.

Individual Exchange Connector Program

Grants will be provided to connector entities to provide outreach and enrollment services to individuals who do not have insurance. The Act directs MHBE to specifically retain entities that have expertise in working with vulnerable and hard-to-reach populations. Connector entities will engage or employ Individual Exchange navigators and non-certified personnel to perform the following duties, with particular emphasis on facilitating enrollment into an insurance product. Only those certified navigators working for the entity may facilitate enrollment into a QHP.

Individual Exchange Connector Entity Duties:

- (1) Conduct education and outreach to individuals
- (2) Distribute information about:
 - The individual health insurance exchange, including eligibility requirements for applicable federal premium subsidies and cost-sharing assistance
 - Eligibility requirements for Medicaid and MCHP¹
 - How to enroll in Medicaid, MCHP or QHPs in the Individual Exchange
- (3) With respect to QHPs, facilitate:
 - Plan selection, based on the needs of the individual seeking to enroll
 - Assessment of tax implications and premium and cost-sharing requirements
 - Application, enrollment, renewal and disenrollment processes
- (4) Assist with eligibility determinations and enrollment in Medicaid and MCHP programs which includes application, redeterminations, changes of circumstances and selection of managed care organizations
- (5) Provide assistance with premium subsidies and cost-sharing
- (6) Provide referrals to appropriate agencies, including the Attorney General's Health Education and Advocacy Unit (HEAU) and the Maryland Insurance Administration (MIA), for applicants and enrollees with grievances, complaints, questions or the need for other social services
- (7) Provide all information and services in a manner that is culturally and linguistically appropriate and ensures accessibility for individuals with disabilities
- (8) Provide ongoing support with respect to issues relating to eligibility, enrollment, renewal and disenrollment in Medicaid, MCHP and QHPs in the Individual Exchange

Individual Exchange navigators must be trained and certified by the MHBE in order to perform services. The MIA has regulatory oversight for both Individual Exchange navigators and connector entities.

Small Business Health Options Program (SHOP) Exchange Connector program

The SHOP Exchange connector program will focus outreach on employers not offering insurance. SHOP Exchange navigators may assist employees of small businesses with qualified plans sold in the SHOP Exchange only. The minimum duties that SHOP Exchange navigators must perform include:

- (1) Conduct education and outreach to small employers

¹ A glossary of terms is provided in Attachment B

- (2) Distribute information about the SHOP Exchange, including:
 - Options with respect to employer and employee choice
 - Procedures for enrolling in qualified plans
 - The availability of applicable tax credits and how to apply
- (3) Facilitate:
 - Qualified plan selection, based on the need of the employee
 - Application processes
 - Enrollment
 - Renewals
 - Disenrollment
- (4) Provide referrals to appropriate agencies, including the HEAU and the MIA, for applicants and enrollees with grievances, complaints or questions
- (5) Provide all information and services in a manner that is culturally and linguistically appropriate and ensures accessibility for individuals with disabilities
- (6) Provide ongoing support with respect to issues relating to eligibility, enrollment and disenrollment in QHPs in the SHOP Exchange

SHOP navigators must be trained and licensed by the MIA. The MIA also has regulatory oversight for SHOP Exchange navigators.

Non-Certified Personnel (e.g. Assistors)

Federal officials have given flexibility to use federal grant funds for start-up costs and expenses during the first year, including consumer outreach and awareness. The MHBE has applied for a grant from the federal government which can be used by connector entities to fund start-up costs and expenses and leverage non-certified personnel, such as assistors, to support the connector program. Assistors are individuals who support the connector program by performing a variety of functions. Functions that non-certified personnel can perform are outlined in Maryland law and include:

- Conduct education and outreach to individuals;
- Assist with application submission for initial eligibility determination and redeterminations for Advanced Premium Tax Credit (APTC), cost sharing reduction (CSR), Maryland Medicaid and MCHP; and
- Facilitate and provide ongoing support with respect to the selection of MCOs, application submission, enrollment, and disenrollment for MD Medicaid and MCHP

Assistors may also provide broad support services, such as facilitating referrals to appropriate agencies, providing on-going support with respect to eligibility, enrollment, renewal and disenrollment issues in MD Medicaid and MCHP and other support functions.

Other non-certified personnel include administrative personnel, such as administrative assistants or individuals in management or supervisory positions at connector entities.

B. Connector Program Goals and Target Populations

The primary goal of the connector program is to enroll all eligible, uninsured individuals and small businesses into health coverage, including facilitating enrollment into Medicaid, MCHP, and QHPs. While the connector program is available to serve all uninsured individuals and small businesses, it also must target vulnerable and hard-to-reach populations that have traditionally struggled to connect to or afford health coverage. Navigators and assisters must focus outreach efforts on uninsured individuals and small businesses, but may also serve insured individuals/businesses that are interested in a product or subsidy only available through the Individual or SHOP Exchanges.

As a resource to all applicants, Attachment A includes a master data appendix, which provides information about the target population.

C. MHBE Infrastructure to Support Navigator Activities

MHBE is developing an infrastructure to support consumers in learning about and enrolling in health insurance. Navigators will leverage these resources to assist consumers and report activity to the MHBE. A summary of the infrastructure and specific capabilities or resources available to connector entities, navigators and assisters is noted, below:

- **Maryland Health Connection (www.marylandhealthconnection.gov)**

Maryland Health Connection will be a full service website and marketplace that provides consumers with one-stop shopping for health insurance coverage. Individuals and small businesses will use the website to research health coverage options, apply for insurance subsidies and enroll in a health plan. The website will be available in English and Spanish. Navigators, assisters and case workers will have access to a version of Maryland Health Connection that is more robust than the public-facing website to assist consumers. The system will securely store consumers' information, eliminating the need to collect the same information more than once throughout the enrollment process, even if the consumer switches between assistance entities.

To access the Maryland Health Connection eligibility and enrollment system, navigators and assisters will need computers that are connected to the Internet with one of the following minimum browser requirements:

- Internet Explorer Versions 7 and 8+
- Mozilla Firefox Version 8+
- Chrome Version 14+
- Safari Version 5+

Navigators and assisters must also have printing and scanning capabilities in order to scan identification and validation documentation, as well as print completed applications and proof of enrollment.

The system will assign each user a unique identifier that will be tracked, enabling the MHBE to monitor performance automatically. It is anticipated that connector entities

will also have ability to monitor performance. Training on Maryland Health Connection functionality will be required as part of the navigator and assister training programs provided by the MHBE, and on-going technical assistance will be available through the Consolidated Services Center.

- **The Consolidated Services Center**

The Consolidated Services Center (CSC or “call center”) will provide a spectrum of services to enable a seamless experience for consumers, including: responding to basic questions, providing eligibility and enrollment support services, providing website access support, and providing navigator and assister support services. The CSC will assist consumers in connecting to the appropriate agency that can receive complaints and assist with appeals and grievances regarding medical necessity and coverage decisions. The CSC will also assist consumers with telephonic applications, and provide advice and support to those enrolling online or through the mail. The CSC will also support translation services for consumers, offering a language line for enrollment and customer support. CSC hours are anticipated to be 8 AM to 8 PM, Monday through Friday. During open enrollment, the CSC will also be open on the weekend. Weekend hours will be 8 AM to 6 PM on Saturdays and 8 AM-2 PM on Sundays.

The CSC will both accept referrals from navigators and make referrals to navigators. A navigator may refer a consumer to the CSC if he/she is not authorized to assist the consumer with the specific product (e.g., where a small business approaches an Individual Exchange navigator who is not a licensed SHOP Navigator). The CSC will also make referrals to connector entities in instances where an individual prefers in-person assistance.

Navigators may also utilize the CSC for technical assistance, such as when a navigator is uncertain about how best to assist a customer or if the customer speaks a different language than the navigator speaks. The CSC will have dedicated staff to respond to navigator phone calls in an expedited and efficient manner, with the goal of providing sufficient assistance to address the consumer’s needs while the navigator and the consumer are together. While a standard has not been developed for the maximum amount of time a navigator may wait before being assisted, MHBE will monitor CSC response times to determine whether such standards are required in the future. Assisters may also utilize the CSC for technical assistance, however it is expected that assisters will first work through the navigators affiliated with the connector entity in their region.

More information on how these referrals will be managed is described in section C.2 below.

- **Outreach and Education Materials**

The MHBE will develop outreach and education materials for use by connector entities. These materials will use MHBE-approved messaging that has been developed and tested to be culturally and linguistically appropriate for the target populations. Many of the materials will be designed to be customizable so that connector entities can insert their own logos, graphics, event details, locations, etc.

Materials will be available in both English and Spanish and some materials will be offered in other languages to accommodate specific needs and outreach goals. The MHBE Communications and Marketing Department will offer connector entities access to a library of images and graphics to support the customization of materials as well. All materials will be available in formats that can be reproduced for outreach (e.g. printed, posted online, emailed, etc.). Connector entities should anticipate and budget for the cost of printing, customization (graphic design) and distribution of marketing materials (shipping, delivery) to meet their outreach and education needs.

- **Tools and Services to Support Certain Hard-to-Reach Populations**

The MHBE will centrally organize certain services and capabilities that will be needed by a small percentage of the population in any given geographic area, but which must be provided on a statewide basis. Connector entities will not be required to offer these services and may request assistance from the MHBE and/or through the CSC to meet the needs of these consumers. The following services will be available centrally:

- Access to a 24/7 Language Line for interpretation services through the CSC
- Sign Language Interpreters
- TTY/TTD capabilities and services for the hearing impaired
- Translation services, including Braille,(to supplement the educational materials provided by the MHBE in select languages)

The 24/7 language line service will be provided through the CSC and funded by the MHBE. All remaining tools and services will be centrally contracted and available at negotiated rates through the MHBE for purchase, as needed, by connector entities.

- **Initial and Annual Training Program**

Individual and SHOP Exchange navigators will be required to complete training that imparts the skills and expertise necessary to perform the required functions. Successful completion of the training is a requirement for certification of Individual Exchange navigators. The Maryland Health Benefit Exchange Act of 2012 defined many of the training requirements in statute and the MHBE has further defined the training regulations, which are currently pending approval. The 2012 Navigator Advisory Committee considered training in the course of its discussions and contributed valuable insights and recommendations for content specifically. Training will prepare navigators to provide consumer assistance, application submission, eligibility, enrollment, renewal and disenrollment services to their target populations. To ensure that the needs of Maryland's uninsured residents are met, the training curriculum will go beyond health insurance and application procedures to include health literacy, cultural competency and other topics that will address the needs of those most vulnerable in the state. The training curriculum will also provide navigators with the technical training required to efficiently utilize Maryland Health Connection in order to provide the most seamless experience for consumers.

Initial certification training will be conducted in person at more than one location in the state. A final examination will be required for certification. A final determination regarding the curriculum and final examination format will be made as the curriculum is developed in late Q1. The training will also cover how to use the tools and resources available through MHBE.

Initial training is estimated to take a total of 120 hours (three 40-hour weeks) and will cover the following:

- Policies & Procedures (40 hours): Overview of ACA, Health Reform, Health Insurance, QHPs, etc.; Outreach and Education Training, Ethics, Customer Service, Confidentiality, etc.
- Medicaid and MCHP (40 hours): Overview of Programs; Hand-Offs with LHDs/LDSSs, Other Agencies; MAGI and non-MAGI Eligibility
- Maryland Health Connection (40 hours): Instruction on the Eligibility and Enrollment System, Including Plan Presentation and Selection; Checkout Procedures and Payment and Processing, etc .

Guidance on the training programs will be established in forthcoming state regulation and additional information about training modules and schedules will be available in Spring 2013.

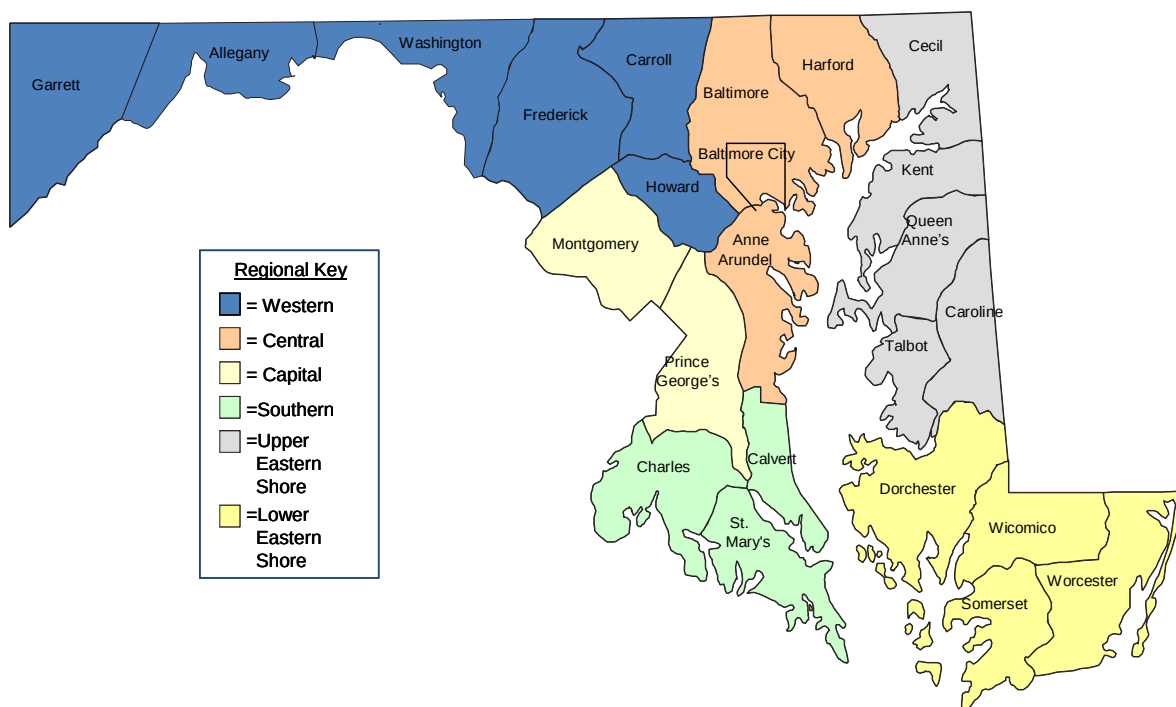
Assister training is under development. Assisters will also be required to take a limited training curriculum, currently estimated to be between 20 and 60 hours, based on function.

There will be no fee for either navigator or assister training offered by the MHBE..

D. Regional Entities Distribution & Oversight

Connector entities will be organized into six geographic regions. One connector entity will be selected to serve each region. The intent of the regional approach is to ensure all populations are being appropriately served, and the MHBE encourages organizations within each region to collaborate and provide a coordinated network of services. A single connector entity (“prime”) will be responsible for contracting with the MHBE, however, it is expected (and encouraged) that the prime awardee (connector entity) will partner with other organizations in the region that are best situated to meet the needs of the entire region, particularly for vulnerable and hard-to-reach populations. The connector entity will be responsible for organizing all partners and services across the region and provide a single point of responsibility for engagement with the MHBE and the MIA.

The map of regions follows. Potential connector entities may bid on one or more regions. The MHBE reserves the right to reevaluate the geographic configuration of the regions after the program is operational and make adjustments as needed.



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The MIA has regulatory oversight over connector entities and certified navigators. All organizations that partner with the prime connector entity will be subject to the same grant agreement terms and conditions as the connector entity and will be subject to regulatory oversight by the MIA.

E. SHOP Navigators

The connector program must provide navigator services to uninsured small businesses, as well as uninsured individuals. Connector entities are encouraged, but not required, to provide SHOP Exchange navigator services by training one or more staff to serve as both Individual Exchange navigators and SHOP Exchange navigators. SHOP Exchange navigators could support connector entities by responding to requests from businesses, conducting outreach and education to small business, and enrolling business in the SHOP Exchange.

The MHBE will also employ SHOP Exchange navigators who will be located in the CSC, where they will be responsible for performing limited outreach functions. If a connector entity chooses not to offer SHOP navigator services, it must ensure seamless coordination with SHOP Exchange navigators to meet the needs of uninsured businesses in their region. Successful respondents to the Solicitation must illustrate the ability to meet the needs of all individuals, families and small businesses in the community. Ability to offer the full range of navigator services will be viewed favorably in the selection process.

SHOP Exchange navigators must comply with Maryland law, including licensure and training requirements, and are subject to oversight by the MIA Commissioner.²

² Insurance Article, §§ 31-112(d) and (e), Annotated Code of Maryland

3. Required Solicitation Components

The potential prime connector entity (“applicant”) is required to address each section below when crafting the response to the grant solicitation. If applying for more than one region, the applicant must submit separate applications for evaluation for each region. When responding to the questions, the applicant should refer to the range of capabilities brought to bear throughout the region based on the combined resources of the applicant entity plus any partner organizations, as applicable.

Additionally, throughout each response, as applicable, the applicant should clearly distinguish between the services provided by Individual Exchange navigators versus those provided by other non-certified personnel, including assisters. As requested in Section 7, Budget Requirements, the funding for Individual Exchange navigators will be separate, and distinct, from the funding available for non-certified personnel, including assisters, as well as start-up expenses.

A. Entity Overview, Experience and Ability to Provide Full Range of Services

A1. Indicate which region(s) the applicant is applying for to become a connector entity. The options are: Western, Central, Capital, Southern, Upper Eastern Shore, and Lower Eastern Shore (see regional map).

A2. Provide a description of the applicant bidding to become a connector entity as well as any partners, as applicable. Describe knowledge of and/or connection to the region for which the applicant is bidding. Describe how the applicant, either alone or in partnership, will provide for the range of services across the region.

Include the following information for the applicant and each partner organization:

- Full Name of Organization
- Contact Person
- Address (the primary applicant must have physical location in Maryland)
- Telephone number
- Email
- Date Established (if a private organization)
- Type of organization (e.g. community and consumer-focused non-profit groups, local health department, trade industry, professional associations, commercial fishing industry organizations, ranching and farming organizations, chambers of commerce, unions, small business development centers, etc.)³

³ Under federal regulation, entities may not: be a health insurance issuer; be a subsidiary of a health insurance issuer; be an association that includes members of, or lobbies on behalf of, the insurance industry; or, receive any consideration directly or indirectly from any health insurance issuer in connection with the enrollment of any individuals or employees in a QHP or a non-QHP. (CFR 155.210). The MD HBE Act largely mirrors federal requirements and also prohibits entities from receiving any compensation, directly or indirectly from a carrier, insurance producer or a third-party administrator or from any MCO that participates in Medicaid in connection

- Brief overview of the organization

A3. Discuss the qualifications of the applicant and partners, as applicable, with regards to:

- Conducting similar activities including but not limited to education, outreach, and enrollment of individuals into health insurance programs
- Having existing relationships with the target population and/or the ability to readily establish such relationships
- Experience working with vulnerable and hard-to-reach populations
- Experience in working with other state agencies, including Local Departments of Social Services (LDSSs)/Local Health Departments (LHDs).

Delineate roles and responsibilities between the applicant and partners, as applicable, in meeting the needs of the population.

A4. Provide the names and relevant experience/qualifications of the key individuals who will have oversight and management of the applicant and partners. Provide a high-level organizational structure of the applicant organization, including how the applicant will interface with partners, as applicable.

B. Outreach and Operational Approach for Meeting the Needs of the Target Populations

B1. Describe the applicant's approach to meeting the connector program objectives of insuring the uninsured. Address the strategic approach and mechanisms/tactics for conducting outreach, education and fair and impartial enrollment of individuals into health insurance programs, including Medicaid, MCHP, and QHPs. Address how technology will be leveraged to conduct activities. Differentiate between the services that will be provided by individual certified navigators versus those that will be provided by non-certified personnel, such as and assisters, as applicable.

B2. The MHBE has established minimum protocols for how the connector entities will provide information in a manner that is culturally and linguistically appropriate and ensures accessibility for individuals with disabilities and those with Limited English Proficiency. These protocols require connector entities to:

- Have in-house capability to speak both Spanish and English for the 2013 initial open enrollment period from October 1, 2013 through March 31, 2014;
- Have in-house capability to speak languages that account for more than 3% of the applications, based on the 12-month period prior to the annual open enrollment period (for annual open enrollment beginning on October 15, 2014);

with enrollment of individuals into a QHP or into Medicaid/MCHP. (31-113(H)(5) and 31-113(H)(6), Annotated Code of Maryland) Conflict of interest standards are stated later in the solicitation.

- Contact the CSC, as needed, for language support (applicable for populations where in-house capabilities are not required);
- Provide written materials at a sixth grade reading level; materials are subject to MHBE review or approval;
- Provide culturally-appropriate interpretation/translation of written materials for languages that account for more than 3% of the applications (for annual open enrollment beginning on October 15, 2014);
- Provide materials and assistance in a way that is accessible to those with disabilities and makes use of the tools and resources provided by the MHBE to support hard-to-reach populations; and
- Ensure all physical space complies with Americans with Disabilities Act (ADA) requirements. Space must be accessible via public transportation, as well as enable entry to the building. For instance, offices must have a ramp or elevator in building if located above the ground-level).

In this Section, demonstrate the applicant's understanding of the diversity within the region including the linguistic and cultural background of the population and the needs of persons with disabilities. For information regarding the population in the region, please refer to the data sheet in Attachment A. Applicants are also encouraged to reference additional data sets and information. Describe how the applicant will meet the needs of the populations, including compliance with the minimum protocols established by the MHBE and any additional processes or requirements the applicant believes are needed to serve the populations.

B3. Describe the applicant's staffing and operational plan for conducting all activities mentioned in B1 and B2. Specifically address how navigators and other staff (non-certified personnel and assisters, as applicable) supporting navigator activity will be deployed across the region. Address how many navigators, assisters and other non-certified personnel the applicant anticipates using and where navigators, in particular, will be located, both physically and by partner, as applicable. Address how navigators will manage roles/responsibilities throughout the year.

B4. Address how the applicant will ensure that navigators are trained and qualified to perform the roles/responsibilities beyond the mandatory training required for certification. Address the entities' plans for on-the-job training/on-boarding or quality assurance mechanisms to ensure navigators deliver accurate and high quality services. Address what training will be provided to assisters and other non-certified personnel, as applicable.

C. Entity Management and Operations – Managing Hand-Offs

The goal of the connector program will be “one-stop shopping” to facilitate enrollment into Medicaid, MCHP, or subsidized or nonsubsidized QHPs. Such service requires seamless and effective “hand-offs” between navigators and other entities. In each sub-section below, address how the applicant will meet the minimum protocols established by MHBE for managing hand-offs to other consumer assistance entities.

C1. Local Departments of Social Services (LDSSs)/Local Health Departments (LHDs)

The MHBE, the Maryland Department of Health and Mental Health (DHMH) and the Maryland Department of Human Resources (DHR) are committed to working together to ensure a seamless and coordinated experience for consumers as they enroll in Medicaid, CHIP or a QHP. Because Marylanders will continue to be able to enroll in MD Medicaid and MCHP at their LDSS/LHD, connector entities and LDSS/LHD share some overlapping responsibilities and need to work together on individual consumer issues. It is anticipated that hand-offs will need to occur between LDSS/LHD and connector entities. For example:

- LDSSs will need to make handoffs to connector entities (or the Consolidated Service Center/call center) for customers whose monthly income is too high to qualify for Medicaid or MCHP.
- Connector entities will need information from LDSSs to field questions from families or individuals they helped enroll initially and who call with questions about eligibility redeterminations.

Connector entities, LHDs and LDSSs offices will work collaboratively and in partnership to optimize the consumer experience across hand-offs and ensure that consumers are seamlessly enrolled in appropriate health insurance coverage.

Each connector entity will need to work with multiple LDSSs/LHDs. There are a total of 24 LDSSs and LHDs in Maryland: one for each of Maryland's 23 counties plus the City of Baltimore. While program rules will be uniform statewide, some operational planning will be required locally.

The following minimum protocols have been established in coordination with DHMH and DHR for connector entities and LDSS/LHD:

- **Local Operational Plans.** Connector entities must develop jointly with each LDSS/LHD local operational plans prior to the start of the Open Enrollment period in October 2013. These plans must be explained in writing and updated as necessary over time. The operational plans must address staffing plans, escalation procedures and single points of contact, management of hand-offs and evaluation planning as described further below. Such a plan must be shared upon request with MHBE, DHR and DHMH.
- **Staffing Plan.** Connector entities and LDSSs/LHDs must develop a staffing plan that provides appropriate levels of on-site navigator and/or assister services in the LDSS/LHD offices during mutually agreed upon times. Staffing will likely vary by location and may not be needed if the LHD is a partner of the connector entity.
- **Single Point of Contact and Escalation Procedures.** The connector entity (including partners, if applicable) and the LDSSs/LHDs must each designate a single point of contact and a process for resolving questions or problems regarding administrative or case issues at a local level.
- **Evaluation Plan.** Connector entities in collaboration with LDSSs/LHDs should establish a plan for periodically assessing the effectiveness of local operations, and for making adjustments in the operating plan as necessary to improve consumer service and ensure the efficient use of resources. This evaluation plan will be a

component of the quarterly report that connector entities will submit to the MHBE (Discussed in Section D).

- **Statewide Planning.** Connector entities and LDSSs/LHDs must participate in monthly calls convened by the MHBE, DHR and DHMH that will be used to identify and resolve systemic issues or concerns, discover operational patterns or processes, share best practices for seamless and effective enrollment with LDSS/LHD and generally support improved performance.
- **Statewide Oversight.** Each LDSS/LHD will be required to work with their regional connector entity. The Maryland Department of Human Resources oversees the state's 24 LDSSs, and the Maryland Department of Health and Mental Hygiene has authority over the 24 LHDs. In order to streamline communication, both agencies will designate a single point of contact for connector entities seeking additional information about or assistance with LDSSs/LHDs.

In this section, address how the applicant will ensure compliance with these minimum protocols. The applicant should also address what additional processes it intends to recommend or implement, if any, to ensure a seamless consumer experience when interacting with LDSSs and LHDs and how the entity intends to connect individuals, if needed, to other social service programs.

C2. The Consolidated Services Center (CSC or Call Center)

The MHBE has established the protocols below for bi-directional hand-offs between the CSC and navigators/assisters.

CSC Protocols:

- CSC must connect consumers who request in-person assistance with the connector entity assigned to their region.
- CSC staff will stay on the phone with the consumer until the connector entity is reached (referred to as a "warm" hand-off). CSC staff will provide consumers with a phone number or other contact information for independent follow-up only if explicitly requested by the caller or after all other tries for a warm hand-off have been attempted.
- In instances where the CSC offices are closed or unavailable, the navigator/assister must assist the consumer in making a recorded (i.e., voicemail) or electronic (email) request for assistance. Voice mails or emails left would be returned by the CSC within 1 business hour during its working hours.
- CSC staff must enter all data/information collected from the consumer into Maryland Health Connection eligibility and enrollment system, where it will be accessible to the connector entity.
- CSC must respond to navigator/assister requests for assistance in an expedited and efficient manner. The goal is to provide the navigator/assister with sufficient assistance to address the customer's needs while the navigator/assister and the

customer are together. The CSC will dedicate staff specifically to assist navigators/assisters.

Navigator/Assister Protocols:

- Connector entities must have a centralized phone number with designated staff which will accept calls from the CSC.
- Navigators and assisters must first check the Maryland Health Connection system before requesting information from the consumer and may not ask the consumer to submit information already documented in the system.
- Navigators and assisters can expect the CSC to serve as a resource.

In this section, address how the applicant will ensure compliance with these minimum protocols. Specify the hours the entity will be available to take phone calls and otherwise have navigators or assisters available to meet the needs of the population. The applicant should also address what additional processes it intends to recommend or implement, if any, to ensure a seamless consumer experience when interacting with the call center.

C3. Interaction with State Entities (MIA, HEAU and the DHMH Office of the Inspector General)

Maryland law requires that navigators be capable of referring individuals to more appropriate consumer assistance in specific situations. These include hand-offs to state agencies that handle complaints and grievances, such as the HEAU, MIA, and OIG.

Both the MIA and the HEAU are able to assist consumers when a health plan has denied a request for authorization of a health care service or refused to cover or pay for a health care service that has already been provided. This is called a denial of a claim. When a consumer indicates to a navigator or an assistor that they have a question or complaint about the denial of a claim, the MHBE has established the following protocols:

- Navigators and assisters must first inquire if the health care service which has been denied involves imminently or emergently needed medical care. If the consumer answers 'yes,' then the navigator or assistor must transfer the consumer to the MIA. The MIA voicemail system has a prompt during non-business hours to connect these individuals to a live person on a 24/7 basis.
- If a consumer answers 'no' or if the call is about something other than imminently or emergently needed medical care, then the protocols for transferring to each agency are laid out below.

The MHBE has established the following protocols for transferring customers to the HEAU:

- Navigators and assisters must transfer a consumer to the HEAU when the consumer:
 - Needs assistance gathering information in order to file an appeal to an insurance company about a denial of non-emergency medical care or coverage.

- Needs assistance gathering information in order to file a complaint with the Insurance Commissioner about a denial of non-emergency medical care or coverage. e;
- Needs assistance resolving billing disputes with hospitals, doctors and other health care providers;
- Needs help negotiating refunds for medical equipment that is defective or was never delivered; and
- Needs help obtaining repairs for medical equipment and other health care products.
- The navigator or assister must ensure that the consumer connects with the HEAU by staying on the phone with the consumer until the connection is made.
- In instances where the HEAU offices are closed or unavailable, the navigator or assister must assist the consumer in making a recorded (i.e., voicemail) or electronic (email) request for assistance; navigators will also be required to proactively send the consumer's information to an appointed contact at the agency within twenty-four (24) hours.

The MHBE has established the following protocols for transferring consumers to the MIA:

- Navigators or assisters must transfer consumers to the MIA when the consumer wants to file a complaint about:
 - Has a question or wants to file a complaint to the Insurance Commissioner about a denial of non-emergency medical care or coverage.,
 - Has a question or complaint about premium rates,
 - Has a question or complaint about service areas or provider panels,
 - Has a question or complaint about plan compliance with Essential Health Benefits and the Maryland Benchmark Plan, including questions about what his or her health plan covers,
 - Has a question or complaint about plan compliance with the Mental Health Parity and Addiction Equity Act,
 - Has a complaint about Individual Exchange navigators,
 - Has a question or complaint about SHOP Exchange navigators,
 - Has a complaint about Individual Exchange connector entities,
 - Has a question or complaint about a producer,
 - Has a question or complaint about prior Authorization requirements,
 - Needs assistance resolving billing disputes with insurance companies,
 - Has a question or complaint about insurance fraud and/or
 - Has a question or complaint about any other possible violation of Maryland Insurance law.

- The navigator must ensure that the consumer connects with the MIA by staying on the phone with the consumer until the connection is made.
- Except for imminently or emergently needed medical care or services, in instances where the MIA offices are closed or unavailable, the navigator must assist the consumer in making a recorded (i.e., voicemail) or electronic (email) request for assistance; navigators will also be required to proactively send the consumer's information to an appointed contact at the agency within twenty-four (24) hours.

The MHBE has established the following protocols for transferring customers to the DHMH OIG:

- Navigators or assisters must:
 - Transfer a customer to the OIG regarding any potential violation of the Maryland Medicaid Fraud Act (Md. Criminal Law Code Ann, TITLE 8. FRAUD AND RELATED CRIMES SUBTITLE 5 PART II. MEDICAID FRAUD).
 - Transfer a customer to the MHBE's Chief Compliance Officer regarding any potential fraud related to APTC or CSR determination.
- The navigator or assister must ensure that the consumer connects with the OIG/MHBE Chief Compliance Officer (or designee) by staying on the phone with the consumer until the connection is made.
- In instances where the OIG/MHBE offices are closed or unavailable, the navigator or assister must assist the consumer in making a recorded (i.e., voicemail) or electronic (email) request for assistance; navigators will also be required to proactively send the consumer's information to an appointed contact at the agency within twenty-four (24) hours.

In this section, address how the applicant will ensure compliance with the minimum protocols established by the MHBE for hand-offs to the MIA, HEAU and OIG/MHBE Chief Compliance Officer. The applicant should also address what additional processes it intends to recommend or implement, if any, to provide for a seamless consumer experience when interacting with the MIA, HEAU and OIG/MHBE Chief Compliance Officer.

C4. Interaction with SHOP navigators

Navigators must be able to seamlessly refer customers to SHOP navigators. Examples of when these hand-offs could occur include:

- When a small business owner approaches an Individual Exchange navigator or a connector entity that does not have SHOP Exchange navigators,

The MHBE has established the following protocols for connecting customers to SHOP navigators:

- Navigators must inform customers that they have the option of speaking to a SHOP navigator or working directly with a producer.

- As previously mentioned SHOP navigators will either reside at the entity level or be employed by the SHOP Exchange. Hand-offs must be “warm,” with the navigator remaining with the customer until they are connected to the SHOP Exchange navigator (this initial contact may be by phone). Where possible, such as when an entity has SHOP navigators present or the ability to cross-train individual Exchange navigators, in person hand-offs are preferred. Navigators must assist the customer with connecting, staying on the phone or remaining with the person until contact is established.
- In instances where a SHOP Navigator is unavailable, the individual navigator will contact the call center and connect the customer with a SHOP navigator at the call center or follow appropriate after-hours procedures to alert the call center to follow up with the customer.

In this section, address how the applicant will ensure compliance with the minimum protocols established by MHBE. The applicant should also address what additional processes will be established, if any, to provide for a seamless consumer experience when interacting with SHOP Exchange navigators.

C5. Interaction with Producers

Navigators must be able to seamlessly refer customers to producers. Examples of when these hand-offs could occur include:

- When an individual is insured and/or is requesting information on products sold outside of MHBE market
- When a small business owner has existing coverage obtained through a producer and/or is interested in products sold outside of the MHBE

The MHBE has established the following protocols for connecting customers to producers in the individual market:

- Navigators must refer individuals or small businesses with health insurance back to their existing producer (except when that producer is not authorized by MHBE, the individual or small business does not wish to go back to that producer or the individual or small business is interested in APTCs or subsidies available only through the MHBE)
- For customers seeking to speak directly with a producer, connector entities must direct individuals to a list of all producers authorized by the MHBE. The list will be searchable by region.
- Connector entities may not enter into any financial arrangements with producers to incent referrals to or from producers.

In this section, address how the applicant will ensure compliance with the minimum protocols established by the MHBE. The applicant should also address what additional processes will be established, if any, to provide for a seamless consumer experience when interacting with producers.

D. MHBE Oversight of Connector Entities and Communication, Coordination and Monitoring of Partners

The MHBE will have oversight for connector entities and also serve as a resource to entities to support outreach functions and aide in trouble-shooting. The MHBE will establish a single point of contact for each connector entity who will serve this role on a day-to-day basis.

Additionally, entities are expected communicate and coordinate with, and monitor partner organizations, as applicable.

D1. MHBE Oversight of Connector Entities

The MHBE has established standard protocols for providing oversight of connector entities. Entities will be expected to participate in routine check in calls with the designated MHBE point of contact. The purpose of these calls will be to monitor entity progress against goals, address entity concerns or issues, address information systems questions or challenges, and generally provide for open communication between the entity and the MHBE.

In addition to routine calls, entities will be required to submit quarterly progress reports which will address the budget expended (versus target) to date, the performance measures (noted in Section E) and progress against baseline enrollment (noted in the Budget Narrative Section). These quarterly reports will also include the LHD/LDSS evaluation plan as noted in Section C. Quarterly reports will be due on or before September 30, December 31, March 31 and June 30 of each year.

It is also anticipated that the connector entities will attend meetings at the request of the MHBE and be available for on-site visits by the MHBE.

In this section address how the applicant will be able to adhere to the protocols set forth above.

D2. Communication, Coordination and Monitoring of Partners

Connector entities are responsible for oversight and monitoring of all partners. Partners will be subject to the same the terms and conditions of the contract between the MHBE and the navigator entity, and are subject to regulatory oversight by the MIA. Connector entities must establish protocols for how communication will occur across partners, including how hand offs will occur between the entity and partners, and between partners, and how the entity, and its partners, will monitor handoffs to ensure quality performance.

In this section address:

- how communication and coordination will occur across the region, with a particular focus on how the entity will communicate with all partners and how navigators within the region will interact with each other to ensure a seamless consumer experience
- how the entity will ensure that partners are providing quality services to consumers
- how the entity and partners will ensure compliance with any and all relevant laws and regulations

- Provide confirmation that all partners are aware that they will be bound by the terms and conditions of the contract between the entity and the MHBE (See Attachment G)

E. Performance Measurement

Connector entities are required to report performance metrics on a quarterly basis. The MHBE has established performance metrics that intend to measure: 1) the overall impact of connector entities on enrollment into insurance products, 2) performance as it relates to specific vulnerable and/or hard-to-reach populations, 3) whether or not steering is occurring, 4) consumer satisfaction, and 5) level of effort required to enroll an individual in a health insurance product.

The MHBE will establish an online portal for submission of performance metrics. When possible, metrics will be tracked automatically through Maryland Health Connection. Connector entities will have an opportunity to review the data for accuracy and file a request to revise the data. Requests will be reviewed for accuracy before being accepted.

Connector entities may suggest additional metrics that it will collect and report. The MHBE reserves the right to modify reporting metrics during the course of the grant award. Entities will be given 60 days notice prior to the collection of new measures.

The following measures must be collected and submitted to the MHBE on a quarterly basis. Those that are marked with an “**” will be collected through the system and incorporated in performance reviews:

- Number of successful, declined, or pending applications into QHPs or Medicaid/MCHP**
- Percent of enrollments into specific QHPs or MCOs**
- Names and numbers of full time and part time certified navigators, assisters and other staff on staff/contracted
- Number of non-certified personnel, including assisters, on staff/contracted
- Preferred language of applicant**
- Age/demographic/income data of applicants (with a focus on if applicant qualifies for a tax subsidy or credit)**
- Race/ethnicity of applicants**
- Disabled status of applicant**
- Consumer satisfaction survey (to be coordinated with the MHBE)
- Number and type of interactions (e.g. community events, one on one assistance, etc.), estimate of population reached by interaction and materials distributed
- Timeframe from initial interaction with an applicant **

In this section, confirm the applicant’s ability to track performance metrics quarterly, including collection of metrics across partners, as applicable. Describe the data collection and reporting process the navigator entity will employ. If applicable, suggest additional metrics the entity will collect to measure quality performance and track progress.

F. SHOP Navigator

Only complete the questions below if the applicant is submitting an application to have Individual navigators cross train to become SHOP navigators within the connector entity.

F1. Describe the applicant's approach to meeting the connector program objectives of insuring uninsured small groups. Address the strategic approach and mechanisms/tactics for conducting fair and impartial outreach, education and enrollment of groups into QHPs.

F2. SHOP Exchange navigators are required to provide information in a manner that is culturally and linguistically appropriate and ensures accessibility for individuals with disabilities. The minimum protocols are outlined in Section B.2. Describe how SHOP navigators will adhere to the minimum protocols and ensure information is provided in a manner that is appropriate to the population.

F3. Describe the applicant's staffing and operational plan for conducting all activities mentioned in F1 and F2. Specifically address how SHOP Exchange navigators will be deployed across the region. Address how many SHOP navigators the applicant anticipates using and where SHOP navigators, in particular, will be located, both physically and by partner, as applicable.

F4. Address how the applicant will ensure that SHOP navigators are trained and qualified to perform the roles/responsibilities beyond the mandatory training required for licensure. Address any plans the entity may have for on-the-job training/on-boarding or quality assurance mechanisms to ensure SHOP navigators deliver accurate and high quality services.

F5. Describe how SHOP Exchange navigators will provide hand-offs to producers (e.g.- in instances where an employer wants to explore products offered outside the MHBE).

4. Required Forms and Assurances

This section addresses the forms that applicants should either be aware of or complete and submit with the application.

A. Grant Agreement (Attachment C)

This is the agreement that an awardee (connector entity) will be required to execute upon award of a connector entity grant. It is provided with the solicitation for informational purposes and is not required at the time of submission of the application. Upon notice of award, a completed agreement will be sent to the awardee for signature.

Any exceptions to this grant agreement must be raised prior to January 25, 2013. The MHBE shall evaluate all exceptions noted by all connector entity applicants and respond to all such exceptions and questions by February 1, 2013. Changes to the grant agreement made by the connector entity applicant after February 1, 2013 shall result in rejection of the proposal.

B. Business Associate Agreement (Attachment D)

This document must be completed and submitted at the time of submission of the application. Partner entities do not need to submit this document..

C. Non-Disclosure Agreement (Attachment E)

This form must be submitted by the applicant with the application. Partners do not need to submit this form.

D. Conflicts of Interest (Attachment F)

D1. MHBE Conflict of Interest Standard

Federal and state laws require that navigators avoid conflicts of interest. The ACA prohibits a navigator from being a health insurer or receiving consideration directly or indirectly from health insurers in conjunction with enrollment in a QHP or non-QHP⁴. In the Maryland Health Benefit Exchange Act of 2012, entities and Individual Exchange navigators are prohibited from receiving any compensation, directly or indirectly from a carrier, insurance producer or a third-party administrator or from any MCO that participates in Medicaid in connection with enrollment of individuals into a QHP or into Medicaid/MCHP⁵. The law also provides that an Individual Exchange navigator shall receive compensation only through the Individual Exchange or an Individual Exchange navigator entity and not from a carrier or an insurance producer.

Similarly, SHOP Exchange navigators may not receive compensation from or otherwise be affiliated with a carrier, an insurance producer, a TPA or any other person connected to the insurance industry and shall be engaged by and receive compensation only through the SHOP Exchange⁶. State law also requires that both Individual and SHOP Exchange navigators “be of good character and trustworthy.”⁷

MHBE has the following conflict standards which all entities and partners, must adhere to:

Standards	
Funding and Compensation	
	Connector entities and Individual Exchange navigators cannot receive compensation from a carrier, insurance producer, TPA or Medicaid MCO for enrollment into QHPs/Medicaid/MCHP or for enrollment in a non-QHP
	Individual Exchange navigators can be compensated only through the Individual Exchange or an Individual Exchange navigator entity
	SHOP Exchange navigators can be compensated only through the SHOP Exchange and may not receive compensation from or otherwise be affiliated with carriers, insurance producers, a TPA or any other person connected to the insurance industry

⁴ ACA Section §1311(i)(4)

⁵ 31-113(H)(5) and 31-113(H)(6), Annotated Code of Maryland.

⁶ § § 31-112(c)(2)(IV), Annotated Code of Maryland

⁷ § § 31-112(D)(2) and § § 31-113(J)(2), Annotated Code of Maryland

Character
Individual and SHOP Exchange navigators should be of good character and trustworthy
Steering
Steering or otherwise encouraging individuals or small businesses to enroll in a plan or product on a basis other than the consumer or employer's best interests is prohibited

Additionally, connector entities (including partners) are required to disclose to the MHBE any relationship they believe may be or may appear to be a potential conflict of interest. Specifically, entities must disclose all business relationships with carriers, even if those relationships are unrelated to plan enrollment and navigator, assister or other non-certified personnel functions. Not all relationships with carriers will disqualify an organization from becoming a connector entity or retaining their entity status. Examples of activities that must be reported but are potentially permissible include:

- provider group that is “in network” with only select qualified health plans wants to partner with a navigator entity to support enrollment efforts
- a community based organization that is a connector entity enters into a partnership with a Medicaid managed care organization to do awareness of disease management programs

By responding to this solicitation, applicants, including connector entities and partners, are committing to be bound by the MHBE conflict of interest standards noted above. The process for disclosing such relationships is noted below.

D2. Conflict of Interest Affidavit and Disclosure (Attachment F)

Attachment F contains the conflict of interest affidavit and disclosure. This form must be submitted with the application and completed by both the connector entity applicants and partners. The purpose of this form is to disclose facts or circumstances that give rise to, or could in the future give rise to, a conflict of interest. This includes the requirement to disclose to the MHBE any relationship the applicant and partners believe may be or may appear to be a potential conflict of interest.

E. Partnership of Entities- Letter of Intent (Attachment G)

This form is to be submitted by any partnership of entities that seeks to apply for the Grant. Each partner must complete the form and submit it with the application. Each form should also be signed by the connector entity applicant.

5. Grant Solicitation Instructions and Receipt Processes

A. Format. Applicants shall submit two distinct responses: a technical proposal solicitation response and a financial solicitation response. These should be separate documents, though they should be submitted together. The final submission of these two documents should be in the following format:

- i. 12 point Times New Roman font
- ii. 1 inch margins
- iii. Consecutively numbered pages

B. Submission. Applicants must submit each of the following:

i. Electronic Copy via CD. An electronic copy of the technical and financial responses should be provided to the solicitation officer on a CD, as separate attachments from one another. The file names should include the applicant's name. The applicant must also distinguish whether the file is part of the technical or financial proposal.

ii. Public Information Act (PIA) Electronic Copy via CD. The Maryland Public Information Act will be followed throughout the solicitation process. A copy of this law can be found at: <http://www.oag.state.md.us/Opengov/pia.htm>. Once the award is publically announced, the information contained in the response will be made available to the public and posted on the MHBE website. The Applicants must also submit a second electronic version to the solicitation office on a CD (preferably as a PDF; PIA copy can be on the same CD as the Electronic Copy but should be clearly labeled and distinguished from the Electronic Copy) of each of the technical and financial responses redacting all confidential and/or proprietary information for PIA requests.

iii. Hard Copy. Applicants must mail or hand-deliver one original and two hard copies of the technical and financial responses in addition to the electronic copies.

The MHBE will provide an electronic confirmation of application receipt regardless of the method of delivery. MHBE will not accept late proposals.

C. Response Guidelines & Order

No pricing information is to be included in the Technical Response. The Technical Response shall be a maximum of 40 pages organized in the order, below, which follows Section 3, Required Solicitation Components. The technical response must contain sufficient details to convey to members of the evaluation team the Applicant's knowledge of the subject and skills necessary to become a connector entity.

A. Entity Overview, Experience and Ability to Provide Full Range of Services

B. Outreach and Operational Approach for Meeting the Needs of the Target Populations

C. Entity Management and Operations – Managing Referrals and Transitions

D. MHBE Oversight of Connector Entities and Communication, Coordination and Monitoring of Partners

E. Performance Measurement

F. SHOP Navigators (Optional)

These sections should be followed by the signed copies of the following forms identified in Section 4 of this grant solicitation:

- a. State of Maryland required forms, which are Attachments D, E, F and G
- b. Individual resumes for the key personnel who are to be assigned to the project if the Applicant is awarded the contract.
- c. Resumes of Key Staff. Provide resumes and roles of the key individuals who will have oversight and management of the applicant in the attachments to the final solicitation proposal

6. Grant Evaluation Criteria and Weight

Evaluation Criteria Connector Entity	Weight
1. Entity Overview, Experience and Ability to Provide Full Range of Services	15%
• Prior experience and expertise in performing similar services • Prior experience engaging with the target population • Senior management experience • Defined organizational structure • Ability to provide all services across the region	
2. Outreach and Operational Approach To Meeting the Needs of the Target Populations	30%
• Effective outreach approach and plan to insuring the uninsured • Ability to meet the needs of culturally/linguistically diverse and individuals with disabilities • Staffing plan and ability to manage roles/ responsibilities throughout the year • Ability to onboard staff and provide quality improvement training opportunities	
3. Entity Management and Operations	25%
• Ensuring a seamless consumer experience • Communication, coordination and mechanisms for monitoring sub-grantees • Collecting and reporting on required performance measures across the	

entity and sub-grantees	
4. SHOP Navigators (Optional)	10%
• Approach to meeting the needs of target populations • Management and deployment of SHOP Navigators	
5. Financial Proposal	20%
Total:	100%

7. Budget Narrative

The MHBE anticipates that \$24.8 million in total program funding will be available in 2013 for connector entities from two distinct funding streams: approximately \$8.8 million in funds to support navigator staff costs and \$16 million in Federal grant funds to support program start-up, assisters and other functions in the first year of operations. A portion of the Federal funds will also be used to form the Performance Incentive Program, explained later in this section. Availability of grant funds is contingent on the release of funds from the Federal government and the General Assembly.⁸

Grants to connector entities may be renewed up to three option years (through June 30, 2017). As noted previously, limitations on federal funding may cause future funding levels to change. Budgets for connector entities will be negotiated annually and be based upon available funding.

The maximum grant awards available by region and by funding stream for the first grant year (July 1, 2013 to June 30, 2014) are:

Funding	Western	Central	Capital	Southern	Upper Shore	Lower Shore
Federal Grant	\$2,124,460	\$4,943,610	\$4,870,910	\$872,401	\$1,324,758	\$727,001
Navigator	\$1,188,000	\$2,992,000	\$2,948,000	\$528,000	\$704,000	\$440,000
Total*	\$3,312,460	\$7,935,610	\$7,818,910	\$1,400,401	\$2,028,758	\$1,167,001

*Total does not include performance incentive program

Start Up Costs and Payment Schedule

The MHBE has established a payment schedule for Connector entities which consists of a one time payment for expenses designated as “start-up” and then scheduled quarterly payments thereafter. Payments will be made contingent upon the connector entities meeting all grant

⁸ See Section 15 of the Grant Agreement for more information.

requirements, including submission of quarterly reports starting with September 30, 2013 and performance against targets. The MHBE reserves the right to withhold payment or partial payment based on performance and expenditures to date as submitted in the quarterly reports.

Start-up costs will only be paid for out of Federal grant funds. Start-up costs are defined as one-time costs required to begin operations and include costs associated with office furniture and materials (e.g., desks, printers, phones, copiers), computers/laptops and mobile devices. Start-up costs can include non-certified personnel.

Grant funds will be disbursed on a quarterly schedule. The initial payment will be based on the start-up costs identified in the budget template below. Thereafter, connector entities will receive four equal payments totaling the remainder of the grant award at the end of each quarter.

Navigator Staffing Payment Schedule

Payment Date	Payment Amount
Upon Availability of Funds	20% of Navigator Staffing Costs
September 30, 2013	20% of Navigator Staffing Costs
December 31, 2013	20% of Navigator Staffing Costs
March 31, 2014	20% of Navigator Staffing Costs
June 30, 2014	20% of Navigator Staffing Costs

All Other Costs (Federal Grant) Payment Schedule

Payment Date	Payment Amount
Upon Grant Award	Start Up Costs Identified in Budget
September 30, 2013	25% of Remaining Grant Funds
December 31, 2013	25% of Remaining Grant Funds
March 31, 2014	25% of Remaining Grant Funds
June 30, 2014	25% of Remaining Grant Funds

For example, if the total approved budget request is \$2,000,000, of which \$1,000,000 is for navigator personnel costs and \$1,000,000 is for all other budget items, and the entity requests \$50,000 in start-up expenses, the disbursement of funds would occur in the following manner:

	Federal Funds	Navigator Funds	
Payment Date	Payment Amount	Payment Amount	Total
Upon Grant Award	\$50,000	N/A	\$50,000
Upon Availability of Funds	N/A	\$200,000 (\$1,000,000*.20)	\$200,000
September 30, 2013	\$237,500 (\$950,000*.25)	\$200,000 (\$1,000,000*.20)	\$437,500
December 31, 2013	\$237,500 (\$950,000*.25)	\$200,000 (\$1,000,000*.20)	\$437,500
March 31, 2014	\$237,500 (\$950,000*.25)	\$200,000 (\$1,000,000*.20)	\$437,500
June 30, 2014	\$237,500 (\$950,000*.25)	\$200,000 (\$1,000,000*.20)	\$437,500
Total	\$1,000,000	\$1,000,000	\$2,000,000
Performance Bonus	Up to \$80,000	N/A	\$80,000
Total with Performance Bonus			\$2,080,000

2013 Performance Incentive Program

The MHBE will include a performance-based component of the grant award. Performance will be measured based on new enrollment in the region (including enrollment in MAGI Medicaid, MCHP or an Exchange product) whether or not they obtain coverage through the connector entity. The baseline performance target for the first grant year is 37.8 percent uptake of insurance, which is the Hilltop Institute's estimate for the first year of Exchange operations.⁹ Potential bonuses and performance targets are outlined in the table below. The number of uninsured will be tracked by the Hilltop Institute annually; these numbers will be used to determine eligibility for bonuses. The MHBE reserves the right to modify performance targets and the performance program in future years.

The maximum bonus awards for the first year will be:

⁹ The Hilltop Institute, "Maryland Health Care Reform Simulation Model Projections," July 01, 2012. Accessed at: http://www.hilltopinstitute.org/publication_view.cfm?pubID=318&st=tbl_Publications

	Western	Central	Capital	Southern	Upper Shore	Lower Shore
Baseline Enrollment						
Enrollment Target	19,890	50,830	52,156	7,367	11,787	5,304
Bonus Level 1 – 10% Increase Over Baseline						
Enrollment Target	21,879	55,913	57,372	8,103	12,965	5,834
Bonus Payment	\$65,430	\$167,210	\$171,572	\$24,233	\$38,773	\$17,448
Bonus Level 2 – 20% Increase Over Baseline						
Enrollment Target	23,868	60,996	62,587	8,840	14,144	6,365
Bonus Payment	\$109,050	\$278,683	\$285,953	\$40,388	\$64,622	\$29,080
Bonus Level 3 – 30% Increase Over Baseline (Maximum Bonus)						
Enrollment Target	25,857	66,079	67,803	9,577	15,323	6,895
Bonus Payment	\$174,480	\$445,894	\$457,526	\$64,622	\$103,395	\$46,528

For example, if 20,905 people in the Western region enroll in coverage during the grant performance period, the connector entity in the Western region will have met the baseline enrollment target but will not be eligible for a bonus. However, if 27,050 people in the Western region enroll in coverage, the connector entity will be eligible for a Level 3 Bonus and will receive an additional \$174,480. The maximum total bonus is the bonus level 3 amount--- bonus payments are not additive across different levels.

Instructions for Completion

Applicants must prepare a budget for the grant period of July 1, 2013 to June 30, 2014 (first grant year) that aligns with each funding stream (e.g. one for navigator staffing and one for Federal grant funds for program administration and all other costs). Upon award, winning connector entities will be expected to track their budget against these two, distinct funding streams for the duration of the grant. The budget must cover all allowable expenses for the duration of the grant. Funding requests must not exceed the maximum available amount, per region.

If connector entities partner with other entities, each partner should complete a separate budget template which is to be submitted with the connector entities' response to the solicitation. The connector entity will be responsible for submitting a budget for each partner, a budget for the connector entity, and a total budget. For example, if a connector entity partners with three organizations, the connector entity should submit one budget for each partner organization, one budget for the connector entity and one budget which is clearly marketed "total" which combines all line items, for a total of five budget forms.

To the extent program resources are shared across other programs, costs must be allocated to each benefiting program proportionately. The written justification must show how expenses will support accomplishment of program objectives. Additionally, connector entities wishing to bid across different regions should note any efficiencies gained across regions, as applicable.

Budget Component 1: Certified Individual Navigator Staffing

Certified and/or Licensed Navigator Personnel (Individual, SHOP): In this initial budget component, provide information in the template for all certified individual navigators. Connector entities that plan to have individual certified navigators cross-trained to become licensed SHOP navigators should also indicate, in the template, the percent of time that those individual certified navigators will spend on SHOP.

For each requested position, provide the following information: number of anticipated full-time equivalent of certified and/or licensed navigator personnel by category; average annual salary by category (including fringe benefits); total months of salary budgeted; and total salary requested. Provide a brief written justification, including the responsibilities for each position. Include the TAX ID number of the connector entity and partners (if applicable) in the written justification.

Position Title	Number of Full Time Equivalents	Percent Time Working as Licensed SHOP Navigator (if applicable)	Average Annual Salary per FTE	Total Funding Request
Individual Navigator				

Budget Component 2: All Other Costs

Non-Navigator Personnel (Assisters, etc): For each requested position (Assister, Administrative, Managerial or Other), provide the number of full time equivalents and the annual salary (including fringe benefits). Fringe benefits include health insurance coverage, dental coverage, pension or retirement plan, paid time off (e.g., holiday, vacation and/or sick days) and life insurance and should be applied to employees (and not contractors, if used).

Provide a written justification and describe the scope of responsibility for each position, relating it to the accomplishment of program objectives. Include the TAX ID number of the connector entity and partners (if applicable) in the written justification.

Position	Number of Full Time Equivalents	Average Annual Salary	Justification (Indicate if “Start Up” Cost)	Total “Start Up” Funding Requested	Total Funding Request
Assister					
Administrative					
Managerial					
Other					
Total:					

Non-Personnel Costs: For the connector entity and all partners, provide information on the estimated non-personnel costs associated with the navigator program. Show the unit cost of each item, the number needed, and the total amount. Provide a written justification for each item and relate it to specific program objectives.

Equipment: Equipment necessary to perform the functions of the grant. This includes all stationary (e.g. desks, chairs, etc) and mobile office equipment (e.g. laptops, tablets, mobile phones, etc), including all equipment necessary to process an enrollment in a community setting (not in the office).

Rent: The prorated amount of rent associated with navigator program activities for the connector and each partner entity. The unit cost may be the average across all sites.

Internet Service Provider: Total amount associated with internet service.

Training: Costs for training both navigators and non-navigator personnel. Costs should include the costs incurred by the entity or partner for training offered on the job. As previously noted, the MHBE will not charge for navigator or assister training. Individual Navigator training will be in person and last for 120 hours (three 40-hour weeks). Assister training is still under development and is anticipated to be between 20 and 60 hours. Licensing and training costs for individual navigators cross-trained as SHOP Navigators should be considered.

Marketing: Costs associated with printing and distribution of marketing materials.

Office Supplies: Costs associated with printing, postage, paper and other general office supplies.

Travel: Costs for personnel to conduct off-site activities. The unit cost should be a per trip average across all estimated travel costs, including taxi, train/metro, parking, mileage and/or tolls. Mileage may not exceed the State's approved rate for mileage reimbursement at the time of travel. Currently this rate is \$.565 cents per mile. No out-of-state travel is allowed and overnight travel is anticipated to be limited.

Other: The total cost associated with all other items not included in the previous budget categories, such as indirect costs. An explanation of the items or services must be provided in the written justification.

Item	Unit Cost	Number Needed - Connector	Number Needed - Partner	Justification (Indicate if “Start Up” Cost)	Total “Start Up” Funding Requested	Total Funding Request
Equipment:						
Cubicles/Furniture						
Desk Phones						
Mobile Phones						
Computers/Printers						
Rent						
Internet Service Provider						
Training						
Marketing						
Office Supplies						
Travel						
Other						
Total:						

Budget Component 3: Total Budget

Total Budget Request		
	Total “Start Up” Funding Requested	Total Funding Request
Navigator Staffing	N/A	
Personnel		
All Other Costs		
Total		

ATTACHMENT A – DATA SHEET

Please see the following website for additional information on the uninsured by region:
(<http://marylandhbe.com/committees/navigator-program-committee/>)

ATTACHMENT B – GLOSSARY FOR THE MARYLAND HEALTH BENEFIT EXCHANGE REGIONAL CONNECTOR ENTITY GRANTS

For the purpose of this grant the following terms are defined as:

Term	Definition
Advanced Premium Tax Credit (APTC)	Financial subsidies for individuals up to 400% of the poverty level who enroll in a qualified health plan through an Exchange
Annual open enrollment period	The period each year during which a qualified individual may enroll or change coverage in a qualified health plan through the Exchange
Assisters	Non-certified personnel working with the Connector Entities to perform education and outreach functions. Assisters may also facilitate eligibility determinations for premium tax subsidies, Maryland Medical Assistance Program, and MCHP. Assisters may not provide advice on, assist with the selection of, or facilitate enrollment into QHPs.
Authorized Producers	Licensed insurance producer who has been authorized by MHBE to sell qualified plans on the Maryland Health Connection
Attorney General’s Health Education and Advocacy Unit (HEAU)	State office that provides consumers with assistance in resolving complaints regarding health insurance carriers or providers
Certified Individual Exchange Navigators	Individuals who have completed training and received certification to provide advice on and facilitate enrollment into QHPs offered for sale through the Individual Exchange. Certified Individual Exchange Navigators must be employed by or engaged with Connector Entities at all times to maintain an active certification.
Connector Entities	The lead organization that contracts directly with MHBE. This organization will enter into a partnership with other organizations, including providers, community based organizations and local health departments. While the Connector Entity will serve as the lead organizations for purposes of contracting with the MHBE, the overall partnership of organizations will in fact receive a grant from the MHBE. This partnership must employ or engage assisters and navigators; perform education and outreach functions; and facilitate enrollment into Maryland Medical Assistance managed care plans, MCHP plans, and QHPs.

Consolidated Services Center (CSC or “call center”)	The consumer call center for the Maryland Health Connection
Cost Sharing Reduction (CSR)	Reductions in cost sharing for an eligible individual enrolled in a silver level plan in the Exchange or for an individual who is an Indian enrolled in a qualified health plan in the Exchange
Department of Health and Mental Hygiene (DHMH)	State agency responsible for administering health programs, including Medicaid and MCHP. Provides grants to LHDs to provide Medicaid and MCHP eligibility and enrollment services
Department of Human Resources (DHR)	State agency responsible for administering social service benefits. Oversees the Local Departments of Social Services
Federal poverty level (FPL)	Standard measure of poverty in the United States
Health Insurance Exchange Web-Portal (HIX)	A full service website that provides consumers with one-stop shopping for health insurance coverage
Licensed Producers	An individual licensed by the MIA to conduct insurance transactions. Licensed producers are not permitted to sell products on the Maryland Health Connection without authorization from MHBE
Licensed SHOP Exchange Navigators	Individuals who have completed training and received a license from the MIA to provide advice on and facilitate enrollment into QHPs offered for sale through the SHOP Exchange.
Local Departments of Social Services (LDSS)	Local branches of DHR and other State agencies that administer public assistance programs for low-income Marylanders, including Food Stamps, Medicaid, the Maryland Energy Assistance Program, and the Temporary Cash Assistance Program
Local Health Departments (LHD)	Local agencies that administer State, county and municipal health laws, regulations, and programs. Provide eligibility and enrollment services for Medicaid and MCHP through grants administered by DHMH
Maryland Children’s Health Program (MCHP)	Public health insurance program for low-income children up to age 19 and pregnant women of any age
Maryland Health Benefit Exchange (MHBE)	The unit of State government responsible for designing and administering the Maryland Health Connection
Maryland Health Benefit Exchange Act of 2012 (MHBE Act)	State law implementing components of health reform in the state of Maryland
Maryland Health Connection	The state-based health insurance exchange where Maryland residents and small businesses will be able to explore and compare health insurance plans, qualify for cost-sharing reductions and tax credits and complete the enrollment process
Maryland Insurance Administration	Independent state agency that regulates Maryland's

(MIA)	insurance industry and protects consumers by enforcing insurance laws. The MIA has regulatory oversight for both Individual Exchange navigators and connector entities as well as manages the SHOP Navigator licensing process.
Maryland Medicaid	Comprehensive medical insurance program for indigent and medically indigent persons
Medicaid Enrollment Broker	Assists Medicaid eligible individuals select and enroll in a managed care plan
Medicaid Managed Care Organization (MCO)	A private health insurer that accepts payment from the state to manage a Medicaid recipient's benefits
Non-Certified Personnel	Assisters (defined above) and administrative personnel, such as administrative assistants or individuals in management or supervisory positions at Connector entities
Office of the Inspector General (OIG)	State agency with the responsibility to prevent, investigate and take action on fraud, waste, and abuse in DHMH programs
Partner Organization	Organization that has a contractual agreement with a Connector Entity to provide outreach and/or enrollment services as part of the navigator program. Partner Entities are subject to oversight by the MIA.
Patient Protection and Affordable Care Act (ACA)	Federal health reform law
Qualified Health Plans (QHPs)	A health benefit plan that has been certified by and sold on the Exchange
Small Business Health Care Tax Credit	A tax credit available to small employers (25 full time employees or fewer with an average salary of \$50,000 or less) that covers at least 50 percent of the cost of single (not family) health care coverage for each employee
Small Business Health Options (SHOP) Exchange	The segment of the exchange marketplace through which qualified small business employers can offer QHPs to their employees.

ATTACHMENT C – MARYLAND CONNECTOR ENTITY GRANT AGREEMENT

Grant Number:	Grantee:		
Title of Project:			
Amount of Grant:	Period of Grant:	Date of Award:	
Project Director (name, title, address, e-mail, phone, fax)		Contract Officer (name, title, address, email, phone, fax):	
Contact Person (name, title, address, email, phone, fax):			
Department Project Officer:			

1. **Scope of Work:** The grant shall be used exclusively for the purposes described below and as submitted in the Grantee's project proposal dated _____, 2012, and appended hereto as Attachment 2.
2. **Use of Grant Funds:**
 - A. **Approved Budget:** Grant funds shall be expended in accordance with the budget and timeline submitted by the Grantee.
 - B. **Budget Revisions:** Transfers among line items of the approved budget of \$_____ or more must receive prior written approval from the MHBE, as must any transfer of funds to a new line item.
 - C. **Unexpended Funds:** Within 60 days after the close of the grant period or the termination of the grant, the Grantee shall return to the MHBE any funds not expended or committed for the purposes of this grant within the grant period (or any authorized extension of the grant period). The MHBE, at its sole discretion, may extend the original time limit for expenditure of grant award funds following approval of an extended project timeline. This will be an extension with no additional funds.
3. **Duration:** This Agreement is effective upon its execution by the parties and remains in force for one year with the option to extend for each of three additional years or until such time as the obligations and conditions imposed by or otherwise associated with the Grant expire. MHBE may terminate this Agreement should it at any time determine that such termination is in the MHBE's best interest, provided that such termination shall be in writing and be provided to Grantee at least thirty (30) days in advance of the effective date of termination. In the event of such termination, MHBE will pay Grantee for all services rendered, up to the effective date of termination, it being acknowledged that during the notice period, Grantee will wind-down its responsibilities under the Grantee's project proposal, and in consultation with the MHBE, determine which specific activities should be terminated as soon as possible and which should be continued until the effective date of termination.
4. **Unapproved Expenditures.** Any expenditure of grant funds not in accordance with the approved budget submitted or not consistent with the purposes stated in the Grantee proposal are subject to prior approval by the MHBE, in its sole discretion. Should any expenditure be disallowed or should the Grantee violate any of the terms of this Agreement, the MHBE may require repayment to the MHBE, an offset from this Grant to the Grantee in the current or succeeding fiscal year, or other appropriate action.
5. **Use of Real or Personal Property/ Equipment:** The Grantee shall ensure that real or personal property or equipment purchased under this Grant is used solely for the purposes of the Grant. The Grantee shall keep an inventory of all such purchases.

- 6. Disposal of Real or Personal Property/Equipment:** The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of real or personal property or equipment, or any part of or interest in real or personal property or equipment, acquired with Grant funds without the prior written consent of the MHBE. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the MHBE written notice at least 15 calendar days before any proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the MHBE a percentage of that portion of the Grant allocable to the particular real or personal property transferred or disposed of, unless the MHBE and the Grantee agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property placed in service after December 31, 1980 and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1).
- 7. Insurance:** For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item or for 54 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Grantee and the State against loss, damage, or destruction of or to the real or personal property. The Grantee shall, on request, provide the MHBE with satisfactory evidence of its compliance with this requirement. Proceeds from insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment to the MHBE of the Grant, in the sole discretion of the MHBE.

Professional liability insurance must be provided upon commencement of the work for professional employees, public liability, property damage, workers' compensation, and insurance for any claims that may result from the execution of the work. Should insurance lapse or cancel, the MHBE must be notified immediately. Failure to comply with the insurance requirements may result in termination of this Solicitation.

- 8. Reporting Requirements and Payment Schedule:** The schedule in Attachment 1 to this Agreement lists due dates for project reports, expenditure reports, and grant payments. The Grantee shall submit required reports on or before the date due, preferably by electronic mail, following the MHBE's guidelines and formats. Upon receipt, review, and approval of Grantee reports, the MHBE shall issue grant payments.
- 9. Project Administration:**
- A. Administration of Grant Funds:** The Grantee will directly administer the project supported by the Grant and agrees that no Grant funds shall be disbursed to any organization or entity, whether or not formed by the Grantee, other than as specifically set forth in the project proposal cited above.
- B. Subcontracts:** The Grantee must ensure that all subcontracts and consulting or partnership agreements are in compliance with the terms of the MHBE's award.

- C. **Project Revisions:** Any material changes in the project goals, objectives, timetable, deliverables, budget, or evaluation plan must receive prior written approval from the MHBE.

10. Grant Monitoring and Evaluation:

- A. **Grant Monitoring:** The Grantee agrees to attend meetings, participate in site visits, and give reports on progress and accomplishments to the Board of Trustees of the MHBE, the MHBE, its staff and advisors, and other grantees as requested by the MHBE.
- B. **Evaluation:** The Grantee agrees to participate in an evaluation of the MHBE's grants program, including assisting with any data collection and information gathering, such as participation in surveys, site visits, meetings, and interviews with evaluators.
- C. **Data Collection:** The Grantee agrees to provide annual reports with quantitative data on characteristics of the target population.

- 11. Reversion of Grant:** The MHBE may postpone or cancel unpaid installments of the Grant if, in the MHBE's judgment, based on demonstrable facts and after providing Grantee with at least thirty (30) days' written notice and opportunity to cure, Grantee becomes unable to carry out the purposes of the Grant or ceases to be an appropriate means for accomplishing the purposes of the Grant. In any such case, the Grantee shall, at a minimum, within thirty days after written request by the MHBE, repay the portions of the Grant received but not disbursed, and all portions of the Grant, which although disbursed, are within the Grantee control.

- 12. Non-Discrimination:** The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.

- 13. Collusion or Other Offenses:** The person executing this Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

- A. Neither the Grantee, nor any of its officers or directors, has engaged in collusion with respect to the grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States;
- B. The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement:

- C. The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the MHBE of Assessments and Taxation, and the of Labor, Licensing and Regulation, and has paid or arranged for the payment of all taxes due to the State;
- D. No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant; and
- E. Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund-raising activities of the Grantee, is currently suspended or debarred from contracting with the State of any other public entity or subject to debarment under the Code of Maryland Regulations, COMAR 21.08.04.04.

14. Reporting Requirements:

- A. On a quarterly basis, beginning on September 30, 2013, the Grantee shall provide to the MHBE an itemized statement of expenditures, showing how the funds were expended for the preceding quarter. Additionally, within 60 calendar days after the close of any fiscal year in which the Grantee receives funds under this agreement, the Grantee shall provide to the MHBE an itemized statement of expenditures, showing how the funds were expended for that fiscal year and shall mail a copy of the statement to the Director, of Operations, Maryland Health Benefit Exchange, . The Grantee must provide the MHBE with any audited financial statements including qualified/unqualified opinion with comments for any year in which MHBE Grant funds are received.
- B. When Grantee identifies a problem or barrier to meeting project timelines or deliverables, Grantee shall notify the MHBE immediately. Notification shall include specific strategies to deal with or overcome the problem or barrier and shall include any required revisions to the timeline, budget or deliverables. Upon approval by the MHBE, the proposed revisions shall be incorporated as an update to Grantee's work plan for its project. Until approval by the MHBE of any proposed revisions to the grant agreement or timeline currently in operation, the Grantee shall be responsible for completing all timeline requirements and objectives, as provided in that agreement, in a timely fashion.
- C. Continued funding for an awarded project is contingent on the Grantee meeting the goals and objectives stated in the approved original or revised timeline and budget.

15. General Requirements:

- A. The Grantee shall comply with Sections 7-221, 7-402 and 7-403 of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable.
- B. The laws of Maryland shall govern the interpretation and enforcement of this Agreement.

- C. The Grantee shall comply with the Standard Terms and Conditions of the Connector Entities Grant.
- D. This Agreement shall bind the respective successors and assigns of the parties.
- E. The Grantee may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of the MHBE.
- F. No amendment to this Agreement is binding unless it is in writing and signed by both parties.
- G. The following items are incorporated by reference and made a part of this Agreement.

Attachment 1: Connector Entities Grant Solicitation

Attachment 2: Grantee's Project Proposal submitted in response to Connector Entities Grant Solicitation

Attachment 3: Business Associate Agreement

Attachment 4: Confidentiality and Nondisclosure Agreement

Attachment 5: Conflict of Interest Disclosure Affidavit

Attachment 6: Agreement of Connector Entity Partners

16. Non-availability of Funds: 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 the continued performance for any fiscal period of the MHBE operations, this Agreement 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 MHBE's rights or the Grantee's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Grantee and the MHBE from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The MHBE shall notify the Grantee as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.

Acceptance of Terms and Conditions: This document shall be signed by the Project Director and the individual legally authorized to execute contracts on behalf of the Grantee, signifying agreement to comply with all the terms and conditions specified above.

The above terms and conditions of the grant are hereby accepted and agreed to as of the date specified:

For: **Maryland Health Benefit Exchange**
Grantor

By: _____ Date _____

For: _____
Grantee

By: _____
Signature of Project Director Signature of Authorized Official

Name Name

Title Title

Date Date

ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT

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 the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

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

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

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

I. DEFINITIONS.

- A. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- B. Breach. “Breach” shall have the same meaning as the term “breach” in 45 CFR §164.402.

- C. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.
- D. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- E. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- F. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR §164.501.
- G. Secretary. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his or her designee.
- H. Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the §13402(h) of the HITECH Act.

II. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.

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

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement, the MCMRA, or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

- C. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this Agreement
- D. In addition to its obligations in Section III.C, Business Associate shall document and notify Covered Entity of a Breach of Unsecured PHI. Business Associate's notification to Covered Entity hereunder shall:
 - 1. Be made to Covered Entity without unreasonable delay and in no case later than 50 calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 CFR Part E within 50 calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
 - 2. Include the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 - 3. Be in substantially the same form as Exhibit A hereto; and
 - 4. Include a draft letter for the Covered Entity to utilize to notify the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - b) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - c) Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
 - d) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - e) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

- E. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.
- F. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- G. To the extent applicable, Business Associate shall provide access to Protected Health Information in a Designated Record Set at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- H. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.
- I. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.
- J. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond to the individual's request.
- K. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.
- L. Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate.

- M. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).
- N. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. TERM AND TERMINATION.

- A. Term. The Term of this Agreement shall be effective as of _____, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section IV.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;
 - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - 3. If neither termination nor cure is feasible, report the violation to the Secretary.
- C. Effect of Termination.
 - 1. Except as provided in paragraph C(2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
3. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

V. CONSIDERATION

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

VI. REMEDIES IN EVENT OF BREACH

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

VII. MODIFICATION; AMENDMENT

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

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

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

IX. COMPLIANCE WITH STATE LAW

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

X. MISCELLANEOUS.

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

Rebecca Pearce
Maryland Health Benefit Exchange
750 East Pratt Street, Suite 1600
Baltimore, Maryland 21202
Phone: **(410) 764-5986**

- 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:

By: _____

Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – 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 Exchange (Exchange), 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 E – 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 its Maryland Health Benefit Exchange (the “Exchange”) and _____ (the “Grantee”).

RECITALS

WHEREAS, the Grantee has been awarded a grant for connector entity services Grant No. EXCHANGE-OPASS _____ - _____ dated _____, 20_____ (the “Grant”); and

WHEREAS, in order for the Grantee to perform the work required under the Grant, it will be necessary for the State at times to provide the Contractor and the Grantee’s employees, agents (e.g., partner entities), and subcontractors (collectively the “Grantee’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 grant solicitation and the Grant, 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 Grantee in connection with the Grant, 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 Grantee 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 Grant.
2. Grantee 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 Grant. Grantee shall limit access to the Confidential Information to the Grantee’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Grant and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Grantee’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 Grantee. Grantee shall update Exhibit A by adding additional names (whether Grantee’s personnel or a subcontractor’s personnel) as needed, from time to time.

3. If the Grantee intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor's performance of the Grant or who will otherwise have a role in performing any aspect of the Grant, the Grantee 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. Grantee 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. Grantee 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 Grantee's Personnel or the Grantee's former Personnel. Grantee shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Grantee shall, at its own expense, return to the Exchange all copies of the Confidential Information in its care, custody, control or possession upon request of the Exchange or on termination of the Grant. 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 Grantee authorized to bind the Grantee.
7. A breach of this Agreement by the Grantee or by the Grantee's Personnel shall constitute a breach of the Grant between the Grantee and the State.
8. Grantee acknowledges that any failure by the Grantee or the Grantee'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 Grantee agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Grantee 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 Grantee and the Grantee'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 Grantee or any of the Grantee's Personnel to comply with the requirements of this Agreement, the Grantee shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. Grantee and each of the Grantee'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 Grantee 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 Grantee 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.

Grantee: <INSERT NAME>

Maryland Health Benefit Exchange

By: _____ (SEAL)

By: _____ (SEAL)

Printed Name and Title

Printed Name and Title

Date

Date

EXHIBIT A

LIST OF GRANTEE'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)	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____

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 _____ (“Grantee”) 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 GRANTEE: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

ATTACHMENT F – 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

ATTACHMENT G – PARTNERSHIP OF ENTITIES – LETTER OF INTENT

As a condition of applying as a Connector Entity that is comprised of a partnership of entities as provided in Md. Code Ann., Insur. § 31-101(k), each partner must complete the following form, and it must be signed by an individual authorized to represent the Partner Entity.

The Connector Identity who is the Prime Entity/Applicant is:_____.

The partnership is comprised of the following Entities:

In the event the Prime Entity is a grant awardee pursuant to the Connector Entity Grant Solicitation, the undersigned, in its capacity as partner to and with the Prime Entity, attests to the following;

- ☐ The undersigned Entity agrees to be bound by the terms and conditions of the Connector Entity Grant Agreement between (Enter Prime Entity) and the MHBE, as if it were the Prime Entity;
- ☐ The undersigned Entity agrees that it will be subject to regulatory oversight by the Maryland Insurance Administration and specifically to the enforcement powers of the Commissioner of Insurance, as if it were the Prime Entity;
- ☐ The undersigned Entity acknowledges and agrees that the Commissioner of Insurance may examine or review, at the Commissioner's discretion, the accounts, records, documents and transactions that relate to the partnership and to the Entity's insurance affairs. The Entity agrees that it will produce and make freely available to the Commissioner its accounts, records, documents and transactions that relate to the partnership and to the Entity's insurance affairs;
- ☐ The undersigned Entity agrees to abide by the Prime Entity's procedures for monitoring partner quality performance;
- ☐ The undersigned Entity agrees to comply with the Prime Entity's compliance efforts as well as adhere to/with any and all relevant laws and regulations;
- ☐ The undersigned Entity agrees with the description of personnel, roles and responsibilities set forth in section 3A of the Solicitation;
- ☐ The undersigned Entity acknowledges and agrees that all partners are liable jointly and severally for all obligations of the partnership, including any action taken within the scope of the MHBE Connector Entity Program. The undersigned Entity also specifically

acknowledges responsibility for any actions of an individual navigator employed or engaged by any member of the partnership or who acts on behalf of any member of the partnership.

For: (Insert Partner Entity)

By: (Insert Name of Authorized representative)

Date: _____

For: (Insert Connector Entity/Prime Entity Applicant Name)

By: (Insert Name of Authorized representative)

Date: _____