



Maryland Health Benefit Exchange

Request for Grant Applications

RFA # 17 - 01

Connector Entity Program Grants for Navigator Services FY 2018

Southern and Mid-West Regions

Project Period: July 1, 2017 – June 30, 2018

(one year renewal option)

Release Date: April 24, 2017

Responses Due: May 10, 2017 at 2:00 PM



STATE OF MARYLAND
MARYLAND HEALTH BENEFIT EXCHANGE
REQUEST FOR GRANT APPLICATIONS
KEY INFORMATION SUMMARY SHEET

Request for Applications (RFA): Connector Entity Navigator Program

Grant Application Number: 17-01

RFA Issue Date: April 24, 2017

RFA Issuing Office: Maryland Health Benefit Exchange

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Applications are to be sent **by email only** to:

hix.procurement@maryland.gov

Closing Date and Time: May 10, 2017, 2:00 PM

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I. Background

A. Affordable Care Act and the Maryland Health Benefit Exchange

In March 2010, the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010 were signed into law. These two laws are collectively referred to as the Affordable Care Act (ACA). The ACA requires all states to either establish a state-based Exchange or participate in the federally-facilitated exchange. To assist consumers in accessing health care coverage, the Affordable Care Act requires an Exchange conduct public education, design and manage a robust website, operate a call center, and establish a Navigator Program. Under the Maryland Health Benefit Act of 2011, Maryland established the legal authority to operate a state-based exchange that complies with the federal requirements of the ACA. The Maryland Health Benefit Exchange is based in Baltimore, Maryland. More information about the MHBE is available online at www.marylandhbe.com.

Working with the Maryland Department of Health & Mental Hygiene, the Department of Human Resources, and the Maryland Insurance Administration, the MHBE created the state-based marketplace, Maryland Health Connection (MHC). MHC provides a one-stop shop for Maryland residents to purchase private health insurance through Qualified Health Plans (QHPs) and have access to premium tax credits and cost-sharing reductions or apply for coverage through the state's Medicaid programs. To help uninsured Marylanders become newly covered as a result of expanded Medicaid eligibility and the creation of subsidized and low-cost health insurance products offered through MHC, the MHBE developed several avenues for outreach and enrollment, including in-person assistance through Navigator Program resources.

B. Solicitation Overview

The MHBE issues this grant solicitation to identify, authorize, and fund community-based organizations and other entities which will become Connector Entities in two geographic regions. (The remaining regions have a Connector Entity in place through an RFA issued in 2016.) The Connector Entities will operate the Navigator Program (also called the Connector Program), using MHBE-certified navigators to provide in-person application, enrollment, renewal, and retention assistance to individuals seeking to enroll in health care coverage through MHC. The MHBE is announcing this new grant funding opportunity with anticipated total available funding for the two regions combined of up to \$1,362,200 for the grant award period of July 1, 2017 through June 30, 2018, with one additional one-year renewal options that could extend the term of the grant through June 30, 2019. Funding amounts for the Connector Program as a whole are determined by the Governor and the Maryland General Assembly for each year of the grant, including the fiscal-year extension(s). MHBE then selects individual grant awardees and determines the total amount of available grant funding to be awarded to each using the process and criteria outlined in this solicitation, which consists of this RFA and all attachments listed in RFA Section IX. This solicitation outlines the statutory and regulatory requirements of the Connector Program, explains the objectives and conditions of the grant award, and solicits applications from organizations interested in



serving as Connector Entities in the Mid-Western and Southern regions for FY 2018. Funds are provided to assist eligible consumers to successfully enroll and re-enroll in coverage, as well as for consumer outreach, education and post-enrollment support activities on behalf of the MHBE and Maryland residents. Interested applicants are encouraged to read and carefully review the information contained in this RFA and all its attachments.

C. Connector Program Overview

In early 2013 a competitive process identified regional Connector Entity organizations, each responsible for Navigator service delivery in one of six geographic areas of the State. Grants were awarded to organizations who served as prime entities in the program. Prime entities were responsible for identifying local community needs and target populations most in need of application and enrollment assistance, partnering with community organizations to deliver services, coordinating consumer outreach across their service areas, distributing grant funding to partners, reporting performance metrics to MHBE, and engaging collaboratively with the MHBE and State agency partners. Initial grants, with two one-year extensions, funded Navigator Program activities for three years, ending June 30, 2016. Currently, the Connector Entity network includes 170 certified Navigators. During the 2015 calendar year, Navigators assisted more than 110,000 individuals with a new enrollment or a renewal. Approximately 55% of individuals enrolled by Navigators were eligible for Medicaid and 45% were eligible for QHPs, with the vast majority of the latter also eligible for tax credits and/or cost sharing reductions. The prime entities and their network partners have been a key component of the MHBE's customer service team. At the onset, overwhelming consumer interest and system issues precipitated need for the prime entities to assist the MHBE by delivering a much broader range of administrative and system support activities beyond their defined outreach, education, and enrollment responsibilities. This broader range of responsibilities coupled with the necessity for the MHBE to be self-sustaining and operate without federal establishment grant funding¹ in the coming years creates an opportunity to refine the Navigator program. Grants awarded under this solicitation will contain federal funding from the Medical Assistance Program, as well as State funds. This new RFA is initiated to address funding and responsibility changes in addition to incorporating recommendations from a broad range of stakeholders for program improvements and sustainability.

II. Program Components for FY 2017 and FY 2018

A. Components of RFA. This RFA is intended to be read in conjunction with all attachments listed in Section IX. The Section IX attachments are an integral part of the RFA.

¹ The U.S. Department of Health and Human Services no longer provides new funding under cooperative agreements to support establishment of state-based exchanges. MHBE previously was a recipient of such establishment grant funding.

B. Prime Entities and Partnerships. Under Maryland law, the Connector Entity is either a single community-based organization or other entity or a partnership of such entities. A Connector Entity must be authorized by MHBE to employ or engage Individual Exchange navigators. Where a partnership of entities, one MHBE-authorized organization serves as the prime entity. With modest changes, Navigator activities will continue under the regional Connector Entity framework, further described below, as this model has proven effective in leveraging community partner relationships and resources as well as efficiently extending MHBE activities in marketing, training, system updates, and partner support, using the prime entity as the point of contact both for distributing information to its region and reporting back challenges and best practices to the MHBE. In addition, the regional approach ensures that populations in each region are being served by individuals and organizations who are local and familiar to their communities. As in previous years, each region will be served by a Connector Entity. The program regions under this solicitation are described in Paragraph C of this Section.

An organization that is the prime entity on one application may not also be identified as a non-prime partner on another application. A community organization with service areas in more than one Connector Entity region, however, may be named as a non-Prime partner on more than one grant application. The prime entity applicant is encouraged to partner with other organizations in the service area that are best suited to meet the needs of the communities that make up the service area. The prime entity and its partners will be formal partners and must sign and submit the Partnership of Entities Letter of Intent (see Attachment B). A Connector Entity partnership, documented by the partnership of entities Letter of Intent, may not be amended or modified without written consent from the MHBE. Any organization that participates in, or constitutes, a Connector Entity and is also an Application Counselor Sponsoring Entity must abide by the requirements in COMAR 14.35.12.04.D to segregate each program's people, referrals, and funding from the other program, as well as to allocate costs as directed. All organizations that enter into the partnership of entities will be subject to the same terms, standards and conditions as the prime entity and will be subject to oversight by the MHBE and the Maryland Insurance Agency (MIA). Only the prime entity and those organizations identified in the partnership of entities agreement may engage or employ Navigators. See Ins. § 31-101(i)(2). Navigators must be certified by the MHBE. See Ins. § 31-113(f).

Networking and collaboration with community partners of all types is expected, but due to the more rigorous responsibilities and expectations of the Connector Entity, MHBE suggests the number of organizations in the partnership of entities should be small enough to facilitate a close working relationship and frequent communication. MHBE will execute grant agreements with the prime applicant organization who is responsible for submitting the grant application, signing the Connector Entity agreement, directing and reporting on Navigator Program services, administering the budget and reporting on expenditures, ensuring the compliance of all partners with applicable laws and regulations, and serving as the point of contact with the MHBE. While the MHBE authorizes Connector Entities through this grant process, the MIA



Commissioner may suspend or revoke the authorization as described under Ins. § 31-113(g)(1).

C. Program Regions. The Connector Entity program regions have expanded from six to eight in number for this RFA cycle, which began in FY17. The western region is divided into the far western region of Garrett, Allegheny, and Washington counties, while Frederick Carroll, and Howard will make up the mid-western region. Additionally, the Capital area will split, and Montgomery and Prince George’s county will operate as the upper capital and lower capital regions, respectively. The expectation for these changes is greater efficiencies of geographic and population scale. Any Applicant, including any current Connector Entity, may apply for either or both of the two regions currently open (shaded below). A separate application must be submitted for each region. See Section VI of this RFA for a description of funding opportunities by region.

Region	Counties
Far Western	Garrett, Allegany, Washington
Mid-Western	Frederick, Carroll, Howard
Central	Baltimore City, Baltimore, Anne Arundel
Capital North	Montgomery
Capital South	Prince George’s
Southern	Calvert, St. Mary’s, Charles
Upper Eastern Shore	Harford, Cecil, Kent, Caroline, Queen Anne’s, Talbot, Dorchester
Lower Eastern Shore	Wicomico, Worcester, Somerset

D. Eligible Entities. All Connector Entity applicants must meet the following eligibility criteria:

1. Demonstrate the entity has existing relationships, or could easily establish such relationships, with consumers likely to be eligible for enrollment in a QHP through MHC, as required under 45 C.F.R. § 145.210(c)(1).
2. Not have a conflict of interest during the term as a grantee, as demonstrated by execution of the Conflict of Interest Standards Disclosure and Attestation (Attachment F).
3. Comply with the privacy and security standards adopted by the MHBE, as described in the Non-Exchange Entity Agreement attached as Attachment D to this RFA.
4. Attest it is sufficiently self-funded to meet program goals with its current infrastructure (e.g., space, equipment, and furniture) as no start-up funds are available. By submitting an application in response to this RFA, a Connector Entity applicant attests that it meets this eligibility criterion.

It is the responsibility of the prime entity to verify that all organizations in the partnership of entities also meet the eligibility requirements in this Section II.D. The MHBE welcomes applications from organizations and entities that meet these criteria; it prefers applicants who can demonstrate proven experience in consumer outreach, education,

and enrollment activities. The following entities are not eligible to participate in the Connector Program:

1. Individuals or entities who hold a license issued by the Maryland Insurance Administration
2. Health insurance issuers, stop loss issuers or their subsidiaries
3. Managed Care Organizations
4. Associations that include members of, or lobby on behalf of the insurance industry
5. Recipients of any direct or indirect consideration from any health insurance issuer or stop loss issuers in connection with the enrollment of individuals in private health plans

E. Goals and Target Populations. The primary goal of the Connector Program is to enroll eligible, uninsured individuals into health coverage, including facilitating enrollment into Medicaid, the Maryland Children’s Health Program and QHPs. MHBE seeks Connector Entities that provide in-person application, enrollment, renewal, and retention assistance. While the Connector Program is available to serve all uninsured individuals, Connector Entity’s must target persistently uninsured populations that have traditionally struggled to connect to or afford health coverage.

F. Activities. Connector Entities proposals’ (see Section VI) must reflect the following activities, which are ongoing conditions of grant award:

1. Ensure all Navigators employed or engaged are properly trained and certified, as required under COMAR 14.35.02 *et seq.*, including meeting annual and continuing education requirements. Applicants are strongly encouraged to hire and retain existing Navigator and program staff in each region. For more information about the number of and type of employees currently staffing the Navigator program in these regions, contact Pat Gussio at Healthy Howard, pgussio@healthyhowardmd.org.
2. Maintain accurate lists of the Navigators in the service area, secure and maintain any Navigator attestations and background checks MHBE requires as part of the Navigator application and certification processes under COMAR 14.35.02 *et seq.* or 14.35.03 *et seq.*, and provide the MHBE with timely notification regarding onboarding or terminating of Navigator staff;
3. Assure trained, certified Navigators are available and accessible to residents in the service area to deliver on-one-one, in-person MHC application and enrollment assistance to individuals likely to be eligible for subsidized QHPs and Medicaid programs;²
4. Maintain expertise in eligibility, enrollment, and program specifications;
5. Troubleshoot application and enrollment issues on behalf of consumers in the service area, following MHBE’s escalated cases processes;

² CEs are also responsible for ensuring Navigator staff do not violate prohibitions on navigator conduct, such as providing gifts as inducement to enroll, found at 45 C.F.R. § 155.210(d).

6. Provide information and services in a fair, accurate and impartial manner, which includes providing information that assists consumers with submitting the eligibility application; clarifying the distinctions among health coverage options, including QHPs, and helping consumers make informed decisions during the health coverage selection process;
7. Initiate and guide community outreach and awareness planning and events for the overall service area to ensure a coordinated and strategic effort, with special emphasis on reaching the uninsured and the availability of local, in-person assistance;
8. Provide a centralized phone number, staffed by trained individuals, to serve as an information resource to the public;
9. Provide at least one certified Navigator or trained staff person to act as a technical resource to the region including, but not limited to, issues involving remote identity proofing, password reset assistance, document verification, and escalation procedures;
10. Provide referrals to appropriate agencies including the Attorney General's Health Education and Advocacy Unit, the MIA, and local departments of social services for applicants and enrollees with grievances, complaints, questions, or the need for other social services;
11. Work collaboratively with local government agencies, insurance producers, and Application Counselor Sponsoring Entities in each jurisdiction in the region to ensure consumer's obtain the most appropriate, effective, and courteous service;
12. Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by the Exchange, including individuals with limited English proficiency, and ensure accessibility for individuals with disabilities;
13. Provide post enrollment support to ensure successful enrollment and retention, information on how to use insurance benefits, how to report changes, assisting with renewals, educating consumers on how to avoid disenrollment for non-payment, and tax-filing requirements;
14. Maintain a physical location and presence in the region;
15. Enter all consumer information related to application and enrollment in the MHC website following security and confidentiality standards established by the Exchange;
16. Maintain demographic data on the populations served;
17. Ensure voter registration assistance is available in compliance with the National Voters Registration Act and as directed by the MHBE;
18. Act as the funding agent for network partners in compliance with the approved budget and submit detailed support for expenditures as directed by the MHBE;
19. Monitor performance and program integrity of all partners;
20. Expand the in-person assister network in the region by identifying and recruiting eligible organizations to participate in the Application Counselor Sponsoring Entity program; and
21. Participate in meetings and other opportunities with the MHBE and share information with the in-person assisters in the region.

22. Comply with MHBE Marketing and Communication requirements, as may be modified from time to time.

G. Post-award requirements. Applicants should note the following post-award requirements and provisions:

1. The Grantee shall comply with all applicable State and federal law, regulation and guidance, including the ACA, the Maryland Health Benefit Act of 2012 and the Maryland Health Progress Act of 2013, and all regulations promulgated thereunder; and laws and regulations associated with the receipt of federal Medical Assistance Funds (see Attachment E).
2. Grantees shall work with the MHBE to develop a strategic work plan for their region which will finalize the enrollment goals, staffing plan, and outreach, education and retention strategies outlined in their applications.
3. Grantees shall implement a robust compliance program to ensure services are provided with the highest level of ethical, business, and legal standards; to promote public trust; detect and prevent fraud, waste, and abuse; to ensure privacy and security; and to promote compliance with State and federal regulations.
4. Follow the MHBE procedures regarding security breaches, as described in the Non-Exchange Entity Agreement attached as Attachment D;
5. Grantees shall provide proof of Property & Liability insurance as required by the Connector Entity Agreement.
6. Navigator candidates must pass a criminal history record check and must not be on the List of Excluded Individuals/Entities maintained by the DHHS Office of Inspector General.
7. Final grantees and award amounts will be at the discretion of the MHBE and are subject to available funding, as further described in the Grant Agreement attached as Attachment C.

III. Application Process and Schedule

The MHBE will evaluate the strengths and weaknesses of each application and make final selections based on the criteria contained in this document. The goal of the process is to identify organizations that will provide the overall best value and most effective activities to meet the objectives of the Navigator program. Applicants who demonstrate their experience and ability to effectively provide the services sought will be favorably considered for grant funding. Greater weight will be given to the technical portion of the proposal than to the financial portion of the proposal.

A. A multi-step process will be used to guide the Connector Entity selections:

- Letter of Intent to Respond
- Grant Application Submission
- Grantee Question and Answer Period



- Evaluation and Selection Process
- Award

B. Grant Schedule. The following table outlines the schedule for important dates and activities. Unless otherwise stated, the deadline for all scheduled activities is 2:00 p.m. Eastern Standard Time on the specified date. Changes will be posted at <http://www.marylandhbe.com/about-us/procurement/current-solicitations/>.

Activity	Date
Release of Request for Application	April 24, 2017
Letter of Intent to Respond Due	May 1, 2017
Last Day to Submit Inquires and Questions	May 1, 2017
Response to Questions Posted on Exchange Website	May 3, 2017
Final Application Submission	May 10, 2017
Evaluation and Selection	May 11 – May 25, 2017
Notification of Intent to Award Posted on Exchange Website	May 30, 2017
Connector Entity Grant Award Period	July 1, 2017-June 30, 2018

The MHBE also reserves the right, as it sees fit in its sole discretion, to issue clarification questions to one or more Applicants and/or to request that one or more Applicants participate in oral presentations to clarify their proposals during the Evaluation and Selection period.

C. Letter of Intent to Respond. Potential applicants should submit a Letter of Intent to Respond by email to the Single Point of Contact identified above, by the date and time specified in the Grant Application Schedule. The Letter of Intent should conform to the following guidelines:

- Be provided on the organization’s letterhead;
- Identify a single contact person, including their first and last name, title, email address and direct phone number;
- Be signed by a person who is authorized to bind the organization in a potential future agreement;
- Indicate the region for which the applicant intends to apply; and
- Submit a separate Letter of Intent for each region for which the applicant intends to apply

The MHBE strongly encourages organizations to send the Letter of Intent as soon as the entity believes it will be applying for the Grant Program. A list of organizations that have submitted Letters of Intent will be posted on the MHBE website for those interested in a collaboration or partnership among interested organizations unless an organization requests otherwise in its letter.

D. Grantee questions and clarification. The MHBE will accept written questions or concerns related to this Grant Application and/or its accompanying materials, instructions, or requirements, until the date and time specified the Grant Application Schedule. Applicants are encouraged to send questions as they arise. Applicants must not call with questions. Organizations may submit questions by e-mail to the Single Point of Contact. The last day to submit inquiries is May 1, 2017. Please reference “Navigator Program” in the subject line when submitting inquiries. The MHBE may, at its sole discretion, post questions and responses at the date and time specified in the Grant Application Schedule. Applicants must notify the Single Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in this Request for Application by the deadline for submitting questions and comments. If an organization fails to notify the MHBE of such issues, the organization will submit an Application at their own risk, and if awarded a Grant, the organization:

- Shall have waived any claim of error or ambiguity in this Request for Application;
- Shall not contest the Exchange’s interpretation of such provision(s); and
- Shall not be entitled to additional compensation or relief by reason of the ambiguity, error, or later correction.

MHBE may, at its sole discretion, amend the RFA or post clarifications to this Request for Application without an amendment. Clarifications and amendments to the Request for Application will be posted at <http://www.marylandhbe.com/about-us/procurement/current-solicitations/>.

E. Applicant Resources. Applicants are strongly encouraged to review the documents available on the MHBE stakeholder website at www.marylandhbe.com to better understand the history and mission of the agency, the Navigator program, and the eligible populations that qualify for health care coverage through the State marketplace.

F. Grant application submission. Entities are invited to submit a Grant Application for consideration. Applicants must ensure their application complies with the instructions contained in this Request for Application document. In the event an organization submits its Grant Application prior to the due date, the organization may later revise its Application so long as the revision is received by the due date. When submitting the revised Grant Application, the revised document and any attachments will completely replace the prior submission. Organizations must re-submit their Grant Application in its entirety; replacement pages will not be accepted. Late submissions will not be accepted.

G. Public Information Act Notice. Applicants should give specific attention to the clear identification of those portions of its Application that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. This confidential

and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

IV. Use of Grant Funds and Financial Reporting

A. Use of Funds. Grantee's award funding must only be used to conduct the Navigator Program activities and services contained within the Grant Agreement. Funds may be used to perform the following activities: outreach, education, enrollment and post enrollment support to eligible consumers and technical assistance to regional partners. Grant funds shall be expended in accordance with an MHBE approved budget. Recipients are required to report deviations from budget or project scope or objective, and request prior written approval from the MHBE for program plan revisions or changes in the budget – between line items or to a new line item - involving \$10,000 or more. In order for invoices to be processed, Connector Entities must have a fully executed Grant Agreement in place with MHBE and be current on all programmatic and financial reporting requirements.

Any acquisitions made with grant funding shall be in compliance with state and federal law. Navigator Program grant funds shall not supplant federal, state or private funds allocated to conduct the same or similar work contained within the Grant Agreement. Connector Entities will be expected to ensure that services are provided with the highest level of ethical, business, and legal standards. Connector Entities, as well as their employees and employees of their partners, have the responsibility to act with integrity, honesty, and transparency.

B. The resulting Grant Agreements will contain federal funds from CFDA number 93.778 titled "Medical Assistance Program." CEs must follow all requirements associated with the receipt of Medical Assistance Funding under CFDA 93.778, including those in the Federal Funds Requirements and Restrictions Attachment (Attachment E). Entering into a Grant Agreement awarded as a result of this RFA, and acceptance of grant funds, indicates the Applicant's agreement that it will comply and ensure its partners comply with all federal funding terms and conditions that apply to Medical Assistance.

C. Payment. The MHBE will make reimbursable payments for expenditure incurred on a monthly basis throughout the grant term. Invoices that detail expenditures by category as included in the budget proposal must be presented for payment within 10 days of the end of each month by submission to HBE.finance@maryland.gov. Invoices must include the CE name, address, and fiscal contact; invoice date, Federal ID number, and a unique invoice identification number. Invoices must be accompanied by all relevant documentation supporting expenditures detailed in the invoice, including records that support payroll and payroll related expenses. Additionally, financial reports must be submitted at the end of each quarter that adequately identify the application of funds to Navigator program activities, including expenditures, obligations, authorizations, and unobligated balances. Please note, only expenditures should be

included on the monthly invoice presented for payment. CEs must provide regular reports as required by the MHBE, including a verified report on its expenditure of State Aid, as required by Md. Code Ann., State Fin. & Proc. § 7-402, as well as keep financial records in accordance with generally accepted and uniform accounting standards and principles, as required by State Fin. & Proc. § 7-403.

D. The MHBE reserves the right to withhold payment, or require repayment, of any expenditure not approved in the Connector Entity's original or revised work plan approved by the MHBE, or that is not consistent with the purposes of the grant as stated in this RFA. Further, MHBE reserves the right to re-evaluate future funding based on a Connector Entity's failure to reach targeted goals as outlined in the grantee's application and work plan approved by MHBE, or failure to submit timely financial or performance measurement reports. MHBE may terminate the Grant Agreement with any grantee that does not comply throughout the grant period with the entity eligibility requirements, conflict of interest standards and grant award conditions identified in RFA Section II, the requirements identified in the Attachments listed in Section IX, and all applicable State and federal statutes and regulations.

E. Extension. No extension allowed for the expenditure of grants funds that are identified in a Connector Entity's approved budget but have yet to be spent at the end of the grant period.

F. Administration of funding. Grantees must directly administer the grant funds. No grant funds will be disbursed to any organization or entity, whether or not formed by the Grantee, other than as specifically set forth and agreed to in the Grant Agreement.

V. MHBE Oversight and Required Performance Measures

A. General Oversight. Connector Entities will be expected to participate in weekly check in calls with the MHBE designated program monitor. 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. 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. On site visits will include a review of financial and personnel documents and compliance practices. Connector Entities and their partners also must make such records available to federal and State auditors upon request. All records, paper, electronic, or other media, relating to grant activities must be retained for 10 years.

B. Performance Measurement. Connector entities will be required to submit written quarterly reports which track outreach efforts and enrollment statistics and report on customer satisfaction. If the Connector Entity is responsible for more than one region, reports must be submitted separately for each region. In addition to the metrics described below, this report should include a comparison of actual accomplishments to the objectives of the grant award for the period; the reasons why established goals were

not met, if appropriate; any problems, delays, or adverse conditions which materially impair the ability to meet the objectives, along with a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and favorable developments which might enable meeting objectives sooner or producing more or different beneficial results than originally planned.

C. Written quarterly reports will be due 30 days after the end of the quarter. Quarters end on September 30th, December 31st, March 31st, and June 30th of each fiscal year. The MHBE reserves the right to modify reporting metrics during the course of the grant period.

1. The following measures are required to be collected and submitted to the MHBE on a quarterly basis.

(a) Connector Entities will report on the following Application and Enrollment Metrics:

- Number of face-to-face encounters with Connector staff where a consumer was seeking/provided with general information unrelated to application or enrollment
- Number of face-to face encounters where a new application was started but could not be completed. (An application started and submitted should be counted as a submitted application).
- Number of face-to-face encounters resulting in a submitted application (submitted means eligibility determined)
 - a. Number of household members eligible for Medicaid (new)
 - b. Number of household members eligible for Medicaid (renewing)
 - c. Number of household members who selected a QHP (new)
 - d. Number of household members who selected a QHP (renewal)
- Number of face-to-face encounters for technical assistance (user name or password reset; ID proofing; C-TAD; VCL document upload, escalated case assistance)
- Number of face to face encounters where consumer was referred to another consumer assistance worker (producer, CAC, local agency, MHBE Call Center)
- Number of face to face encounters where consumer was referred to the MIA
- Number of face to face encounters where consumer was referred to HEAU
- County of residence of submitted applications
- Preferred language of submitted applications

(b) Connector Entities will report on the following Outreach Metrics:

- Number of calls received
- Number of individuals reached at group presentations and events hosted or attended by Connector Entity staff

(c) Connector Entities will report on the following Region-Building Metrics:

- Number of contacts with Producers in the region

- Number of contacts with existing or potential ACSE organizations
- Number of contacts with LDSS and LHD leadership in each County in the region

(d) Connector Entities will report on the following Customer Satisfaction indices collected using a confidential survey tool:

- It was easy to find an in-person helper in my area
- The Maryland Health Connection in-person helper was eager to help me
- The MHC in-person helper took time to listen to me
- The MHC in-person helper was knowledgeable and clear
- The information given by the MHC in-person helper resolved my questions
- The overall experience with the MHC in-person helper met my expectations

(e) The CEs will report on compliance with Nondiscrimination and Accessibility Requirements.

(f) Connector Entities may be asked to report on enrollment metrics on a weekly basis during open enrollment.

2. In addition to their written quarterly report, Connector Entities will verbally report at the monthly in-person meeting following the end of each quarter on highlights, achievements, challenges, and barriers during the previous quarter.

VI. Application Instructions FY 2018 for Southern and Mid-Western Regions

INSTRUCTIONS: The applicant/prime entity is required to address each section below. If submitting an application for more than one region, the applicant should submit separate applications. In this case, the applicant should include in each proposal a section that addresses risks and opportunities for handling more than one region. Applicants may apply for more than one region as the prime entity, but may not apply as the prime entity in one region and a non-Prime partner in another region.

All submissions must be submitted electronically via email to the point of contact described in the Request for Grant Applications. The subject line of the email shall state "RFA #16-01 Connector Entity Navigator Program." The e-mail shall provide the following attachments:

1. One attachment labeled "ApplicantName.FY2018.TechResponse" containing the Technical Proposal contents and all required signed Attachments (see Section 4.4.3 below), in PDF format.
2. A second attachment labeled "ApplicantName.FY2018.FinlResponse" containing the Financial Proposal contents, signed and in Excel and PDF format.

Applicants must respond to each narrative question completely, and should not reference other sections of the Application to supplement their responses. Applicants must submit both a technical response and a financial response. The technical response should reflect all activities listed in Section II.F of the RFA. These should be separate documents, but they should be submitted together. The technical response is not to exceed 30 pages. Documents should be in 12 point font, with 1" margins and consecutively numbered pages. The Technical response shall include the following documents and information in the order specified as follows:

APPLICATION PART I (Technical Response) (Note: NO Pricing information is to be included in the technical response)

A. Description of Proposed Connector Entity Program

1. Indicate the region for which the applicant is applying to become the prime Connector Entity
2. Provide a description of the organization applying to become the prime entity. Include the following information for the applicant:
 - Full legal Name of Organization
 - Contact Person
 - Address (the primary applicant must have physical location in Maryland)
 - Telephone number
 - Email address
 - Date Established (if a private organization)
 - Type of organization
 - Brief overview of the organization

If the applicant is planning to create a Partnership of Entities, the same information for each of the organizations the applicant is proposing to include in the partnership and a signed Letter of Intent from each proposed partner is required.

3. Discuss the qualifications of the applicant and partners as applicable, with regard to:
 - Knowledge of and/or connection to the region for which the applicant is applying
 - Current access to and experience with hard to reach and/or persistently uninsured populations
 - Experience managing in-person assistance activities for health plan enrollment
 - Experience conducting education and outreach activities related to enrollment into health insurance programs
 - Experience in guiding retention, renewal, post-enrollment support,

health literacy, and health education efforts

Applicants may provide with this section any sample materials and/or describe any policies or methods the applicant has used to assist consumers with retention of healthcare coverage, health literacy, health utilization, and renewal preparation.

4. Discuss the applicant's current access to, experience (related to health plan enrollment), and current relationship with the following types of organizations in their region:
 - Local government agencies, including Local Departments of Social Services (LDSSs) and Local Health Departments (LHDs)
 - Health insurance producers
 - Community-based organizations
 - Healthcare providers
 - Application Counselor Sponsoring Entities (ACSEs)/Certified Application Counselors (CACs)

5. Describe the capability of the Connector Entity organization with respect to the following:
 - Demonstration of sufficient infrastructure to house and manage certified staff
 - Ability to staff a local call center for answering questions and meeting the needs of consumers by phone
 - Ability to provide technical assistance for the region remotely and triage escalated cases appropriately
 - Computer hardware/software and internet access capabilities, including scanning and printing, and the availability of qualified IT support on staff or on contract
 - Data collection and reporting capabilities
 - Access to State network, both in and out of office locations
 - Ability to coordinate regional meetings and training

B. Description of Proposed Approach to Navigator Program Goals

1. Describe the applicant's approach to meeting the connector program objective of providing in-person application, enrollment, renewal, and retention assistance. Include a detailed staffing and operational plan. Specifically address how the enrollment goals indicated in Table 1 in Part II will be met by the proposed approach. Describe how navigators and others supporting navigator activity will be deployed across the region. Address how

- many navigators are to be deployed and where they will be located physically. Address plans for making in person assistance available to consumers outside of normal business hours. Describe how the applicant's approach might change during the open enrollment period compared to non-open enrollment periods. Address how the applicant will help consumers when demand for Navigator assistance exceeds capacity.
2. Describe how communication and coordination will occur across the region. In particular, describe:
 - how the entity will ensure certified staff employed or engaged by partner organizations are providing quality services to consumers
 - how the prime entity and members of the partnership of entities will ensure compliance with any and all relevant laws and regulations
 - how the applicant will work collaboratively with local agencies, insurance producers, ACSEs, and other community organizations to optimize the consumer experience
 - how the applicant will manage conflict resolution should disputes in the regional network arise especially with regard to staffing, worker roles, warm hand-offs, case ownership, and service quality expectations

The applicant may include in this technical response letters of support from local agency heads, insurance producers, ACSEs, and other community organizations to demonstrate the depth of current relationships and level of planned collaboration
 3. Describe the applicant's approach to providing outreach to the persistently uninsured, any proposed target populations, those most likely to qualify for financial assistance, and those most likely to require in-person help.
 4. Address how the applicant will provide training, beyond the mandatory training required for certification, to ensure that navigators are prepared and qualified to perform their duties. Address plans for on-the-job training, continuing education, and quality assurance to ensure navigators deliver accurate, high quality services. Address plans for handling complicated cases, case escalation (prior to escalation to MHC), and sharing information and best practices across the Connector Entity.

Required Attachments

The following document must be completed and submitted with the Application:

- Attachment B –Partnership of Entities, Letter of Intent
- Attachment E- Federal Funds Requirements and Restrictions
- Attachment F – Connector Entity Partner Conflict of Interest Affidavit and Disclosure

Documents Required upon Notice of Recommendation for Grant Award

Upon receipt of a Notification of Recommendation for Grant Award, the following documents shall be completed and submitted electronically, via email, by the recommended awardee within five (5) Business Days, unless noted otherwise:

- Attachment C – FY 2018 Connector Program Grant Agreement
- Attachment D – Non-Exchange Entity Agreement (s)

APPLICATION PART II (Financial Response)

The MHBE anticipates that approximately \$1,362,200 will be available in FY 2018 for the Connector Entity program in these two regions. Funding allocation among the regions is based on the distribution of population in each county of the region and the percentage of uninsured. The maximum grant awards available by region for FY 17 (July 1, 2017 to June 30, 2018) are:

Table 1

	Counties	Enrollment Goals*	Distribution of Grant Funds**
Mid-Western	Frederick, Carroll, Howard	10,000	8.6% or \$842,800
Southern	Calvert, St. Mary’s, Charles	3,000	5.3% or \$519,400

* Includes all completed enrollments, both new and renewals, in the region.

Enrollments are counted at the individual household member level

** The MHBE reserves the right to grant less than the maximum amount

1. Required Budget Documents

Applicants must prepare a budget for the period of July 1, 2017 to June 30, 2018. The Applicant/prime entity is responsible for submitting a budget for the entire Connector Entity enterprise, plus a budget for the prime entity organization alone, and one for each member of the proposed partnership of entities. If a member is not to receive grant funds, submit a budget for that partner indicating \$0 funding. Proposed budget amounts should be complete and include all sub-awards to partners. There is no provision for re-granting. The use of all sub-awardees must be fully explained and budgeted in the grant application. All Sub-awardees must sign the partnership of entities agreement.

All budgets shall include a brief written justification for each line item, linking it to program activities. Include the TAX ID number and DUNS number of each organization on the budget page. Grantees should ensure that costs claimed are allowable, allocable, and reasonable (fair market value).

2. Required Budget line items:

Salary: Navigators, Managers, Assisters (or other non-navigator staff). Salary for administrative, clerical or marketing staff who are integral to the program can be specifically identified with the program, should be included as a direct, rather than indirect cost. Staff salaries may be split between programs, but program staff must participate in Connector program activities at the rate of 50% or more of an FTE. Certified staff who are not 100% supported by Connector grant funds should not be funded through any other related government program, such as Medicaid.

Fringe: Fringe benefits are allowable in proportion to the salary charged to the grant, to the extent that such payments are made under formally established and consistently applied organizational policies.

Equipment: Applicants must demonstrate they are sufficiently self-funded to meet program goals with current infrastructure (space, equipment, furniture) as no start-up funds are available. However, funds may be budgeted for equipment maintenance, equipment for increased staff, and limited replacement items. Funds for short-term store front leases may be approved if detailed support is provided in proposed program activities.

Training: Costs for training both navigators and non-navigator personnel. Costs should include the costs incurred by the prime entity, subcontractor or partner for training offered on the job.

Marketing: Costs associated with purchase/production, printing, and distribution of marketing materials to promote Maryland Health Connection and in-person assistance through media channels. Include the cost of outreach and enrollment events. Include the cost for materials related to health education, retention, use of coverage, and renewal preparation.

Travel: Costs for personnel to conduct off-site activities, including partner meetings and training. 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. No out-of-state travel is allowed and overnight travel is anticipated to be limited.

Reimbursement is to be based on State of Maryland procedures as follows:

- *A driver who leaves the office to conduct business in the field and returns to the office may be reimbursed for all mileage directly connected with the business trip (i.e., mileage from the office to the field site and back to the office) because the driver will have driven his normal daily commute to and from the office by the end of day.*
- *A driver who conducts business prior to coming into the assigned office or on the way home from the assigned office may be reimbursed for all mileage in excess of the daily round-trip commute miles normally traveled.*
- *A driver who leaves home to conduct business and returns home without stopping at the assigned office may be reimbursed for all mileage directly connected with the business trip in excess of the round-trip commute miles normally traveled.*

- *In no event shall a driver be reimbursed for commuting to and from his or her assigned office.*

Indirect Costs: Applicants must limit indirect costs to 15% of total budget. Indirect costs include rent and associated utilities; phone and internet service; office supplies; and general administration expenses such as executive staff, personnel administration, marketing staff working less than 50% of an FTE, IT staff and accounting. It is essential that each item of cost incurred for the same purpose be treated consistently in like circumstances either as a direct or an indirect cost in order to avoid double charging against grant funds. For example, a cost associated with marketing should be consistently applied against either the direct cost of production or the indirect cost of marketing staff, but not both.

VII. Evaluation Process and Criteria

A. During evaluation of all Applications that follow the application criteria and submission requirements in this document, the Evaluation Team will consider the following:

1. Alignment with Navigator program objectives;
2. Degree of innovation, including but not limited to:
 - the use of grant funds on store fronts or other permanent locations where consumers can receive enrollment and renewal assistance outside of normal business hours;
 - the creation of a staffing plan that leverages and supports other in-person consumer assisters in the region;
 - the development of an outreach strategy to reach the persistently uninsured, including but not limited to target markets such as young adults; self-employed; communities with limited English proficiency or lesser-educated populations; LGBTQ individuals; families with mixed immigration status; those living in remote areas with limited transportation; significant minority communities in the region; and employment sectors in the region with a high number of uninsured workers (e.g., construction, restaurant and food services, crop production, non-union grocery and convenience stores, transportation, auto repair shops, day care providers, hotel and motel, independent artists); and
 - materials, policies, or procedures to ensure retention, renewal, post-enrollment support, health care literacy, and health care utilization.
3. Experience and demonstrated success in providing assistance to consumers most likely to be MHC-eligible or demonstration of experience and relationships that are highly likely to result in successful health care coverage application, enrollment, and retention;

4. Evidence demonstrating the likely effectiveness of the outreach, education, enrollment, and post enrollment strategies proposed; and
5. Strength of partner network and regional communication and coordination plan.

B. Applications will be scored using a 500-point rating and the following factors:

Application Section	Criteria	Maximum Points
Tech Response Part A 1-4	Description of the proposed CE participants to include identification of all partners, and the combined knowledge of the region and experience with current or substantially similar programs	100
Tech Response Part A-5	Demonstration of sufficient infrastructure, call center, computer, network and data collection capabilities	50
Tech Response Part B-1	Approach to staffing for all in-person assistance activities, technical assistance, and escalated cases; management and oversight of certified staff across sites	100
Tech Response Part B-2	Demonstration of ability to coordinate with local agencies, insurance producers, ACSEs, and other community organizations	50
Tech Response Part B-3	Approach for outreach and education planning and post-enrollment support	100
Tech Response Part B-4	Approach to training and ensuring high quality customer service	50
Financial Response	Strength of Financial Proposal	50

C. Grantee Notification. Notifications of Intent to Award will be sent out on the date indicated in the Grant Schedule and posted at <http://www.marylandhbe.com/about-us/procurement/current-solicitations/>. It is anticipated that the awards for all regions will be determined and posted on the date provided; however, the MHBE reserves the right to announce awards in phases and will post any such change to the award schedule at <http://www.marylandhbe.com/about-us/procurement/current-solicitations/>.

VII. Attachments

- A. Glossary for the Maryland Health Benefit Exchange Connector Entity Grants
- B. Partnership of Entities, Letter of Intent – Must be submitted with



- application
- C. FY 2018 Connector Program Grant Agreement – Must be signed within five days of notice of award
- D. Non-Exchange Entity Agreement(s) – Must be signed within five days of notice of award
- E. Federal Funds Requirements and Restrictions – Must be submitted with application
- F. Connector Entity Partner Conflict of Interest Affidavit and Disclosure – Must be submitted with application

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

For the purpose of the grants awarded under the Connector Entity Program for FY 2018, key terms are defined as follows

Affordable Care Act	The comprehensive health care reform law enacted in March 2010. The law was enacted in two parts: The Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148, was signed into law on March 23, 2010 and was amended by the Health Care and Education Reconciliation Act, Pub L. 111-152, on March 30, 2010. The name “Affordable Care Act” or ACA is used to refer to the final, amended version of the law together with all regulations promulgated thereunder.
Application Counselor Sponsoring Entities	An organization that is authorized by the Maryland Health Benefit Exchange to employ or engage Certified Application Counselors who assist consumers with health insurance application and enrollment in the state-based marketplace.
Certified Navigators	Individuals who have completed training and received certification to provide advice on and facilitate application and enrollment into Qualified Health Plans and other health

	<p>insurance programs, including Medicaid, offered through the Maryland Health Benefit Exchange. Certified Individual Navigators must be employed or engaged by a Connector Entity at all times to maintain an active certification, and are required to provide unbiased and impartial service at no cost to the consumer. The Maryland Insurance Administration and the Maryland Health Benefit Exchange have regulatory oversight over Certified Individual Navigators</p>
Connector Entity	<p>The organization or partnership of organizations that is funded by the Connector Program to provide Navigator services in its assigned region. Under Maryland law, the Connector Entity is either a single community-based organization or other entity, or a partnership of such entities.</p>
Connector Program, or Navigator Program	<p>A program overseen, administered, and funded by Maryland Health Benefit Exchange, in conjunction with the Maryland Insurance Administration, which awards grants to qualified applicants who agree to employ or engage certified Navigator personnel to provide in-person assistance and support to consumers seeking health insurance through the Maryland Health Connection. The program was designed to target vulnerable and hard-to-reach populations that have traditionally struggled to connect to or afford health coverage, and includes assistance for those consumers who need individual assistance with the on-line application and enrollment process, and support for consumers who need assistance with coverage retention and health care literacy.</p>
Insurance Exchange or Insurance Marketplace	<p>A place for consumers to apply for and enroll in private health plans and, in some instances, apply and enroll in Federal and state Medicaid programs, as well. In Maryland, the marketplace is called Maryland Health Connection.</p>
Managed Care Organization	<p>(1) A certified health maintenance organization that is authorized to receive medical assistance prepaid capitation payments; or (2) a corporation that is a managed care system that is authorized to receive medical assistance prepaid capitation payments; enrolls only Program recipients</p>

	served under the Maryland Children’s Health Program; and is subject to the requirements of § 15–102.4 of the Health – General Article, Ann. Code of Maryland.
Maryland Health Benefit Exchange	The Maryland agency charged with administering the state-based marketplace, Maryland Health Connection.
Maryland Health Connection	The on-line application, eligibility, enrollment, and information portal for the state-based marketplace in Maryland.
Maryland Children’s Health Program or MCHP	Public health insurance program funded under Title XXI of the Social Security Act for qualifying low-income children up to age 19 and pregnant women of any age.
Medicaid or Medical Assistance Program	Publicly-subsidized medical insurance program for indigent and medically indigent persons.
QHP	Qualified Health Plan – a private health plan offered through Maryland Health Connection
Partnership of Entities Letter of Intent	A letter signed by the members of a Partnership of Entities and submitted with the proposal that attests the organization agrees to be bound by the terms and conditions of the Connector Entity Grant Agreement, that the organization will be subject to the regulatory oversight by the Maryland Insurance Administration, that the organization will be subject to review by the Commissioner of Insurance, and that the organization agrees to be jointly and severally liable for all obligations of the partnership.
Prime Entity	The lead applicant (and grantee point of contact) in a Partnership of Entities which contracts directly with, and receives the grant from the Maryland Health Benefit Exchange to perform activities under the Connector Program.
State-based marketplace (SBM) or State-based exchange (SBE)	Distinguishes a marketplace administered by an individual State, such as Maryland health connection, from the federal marketplace, or FFM, which is found at healthcare.gov and serves consumers who live in non-SBM states.



ATTACHMENT B – PARTNERSHIP OF ENTITIES – LETTER OF INTENT

As a condition of applying to be, or continuing as, a Connector Entity that is composed of a partnership of entities as provided in Md. Code Ann., Ins. § 31-101(k), individuals authorized to represent each of the Partner Entities and the Prime Entity/Applicant (“Prime Entity”) must sign this form. The form must list all the organizations in the partnership, and it must be signed by the Prime Entity and each partner (“Partner Entity”).

The Connector Entity’s Prime Entity/Applicant is:

The partnership is composed of the Prime Entity and the following Partner 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/Applicant, attests to the following:

- The undersigned Partner Entity agrees to be bound by the terms and conditions of the Connector Entity Grant Agreement between _____ [Prime Entity] and the Maryland Health Benefit Exchange, as if it were the Prime Entity;
- The undersigned Partner Entity acknowledges and agrees that all partners, including the Prime Entity, are liable jointly and severally liable for the obligations of, and actions taken by, the partnership within the scope of the MHBE Connector Entity program;
- The undersigned Partner 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 Partner 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 Partner Entity's insurance affairs. The Partner 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 Partner Entity's insurance affairs;

- o The undersigned Partner Entity acknowledges and agrees that it will be subject to the same terms and conditions as the Prime Entity and will be subject to oversight by the MHBE as well as the MIA.
- o The undersigned Partner Entity agrees to abide by the Prime Entity's procedures for monitoring partner quality performance;
- o The undersigned Partner Entity agrees to comply with the Prime Entity's compliance efforts as well as adhere to/with any and all relevant laws and regulations; and
- o The undersigned Partner Entity has read and understood the description of Connector Entity responsibilities set forth in the MHBE Request for Grant Applications: Connector Entity Program Grants for Navigator Services, Solicitation No. 16-01, issued on or about March 11, 2016.

Partner Organization Name: _____

Print Name of Partner Organization Authorized Representative and Affiant

Signature: _____ Date: _____

Prime Entity Name: _____

Print Name of Connector Entity Authorized Representative and Affiant

Signature: _____ Date: _____



ATTACHMENT C – FY 2018 CONNECTOR PROGRAM GRANT AGREEMENT

Grant Number: _____ - FY 2018	Grantee (legal name and DUNS Number):	
Title of Project: Maryland Health Benefit Exchange Connector Entity Program Grant for Navigator Services		
Amount of Grant:	Period of Grant: July 1, 2017 – June 30, 2018	Date of Award:
Grant Officer (name, title, address, e-mail, phone, fax) Heather Forsyth Director, Consumer Assistance 750 E Pratt Street, Floor 16 Baltimore, MD 21202 heather.forsyth@maryland.gov t 410-547-6327	Connector Program Manager (name, title, address, email, phone, fax): Ginny Seyler, M.H.S. Connector Program Manager 750 E Pratt Street, Floor 16 Baltimore, MD 21202 ginny.seyler@maryland.gov t 410-547-6815	
Connector Entity Contact(s) (name, title, address, email, phone, fax):		
Connector Entity Project Officer:		



FISCAL YEAR 2017 CONNECTOR ENTITY NAVIGATOR PROGRAM

GRANT AGREEMENT

This Fiscal Year 2018 Connector Entity Grant Agreement, together with all attachments (this "Agreement"), is made as of the 1st day of July, 2016 ("Effective Date"), by and between the Maryland Health Benefit Exchange, a public corporation and unit of the State of Maryland ("MHBE") and _____, a [type of business or governmental entity here]. Together, MHBE and the Grantee are the "Parties".

1. Background.

- 1.1 Capitalized terms not defined in this Agreement shall have the meanings in the MHBE Request for Applications: Connector Entity Program, Solicitation No. 17-01, issued on or about April 24, 2017 (the "RFA").
- 1.2 MHBE, pursuant to its authority under Section 106 of Title 31 of the Insurance Article ("Ins."), Maryland Code Annotated, and the requirements of 45 C.F.R. § 155.210(a), issued the RFA for the purpose of selecting one or more Connector Entities to enter into a grant agreement to operate the Connector Program.
- 1.3 MHBE has notified Grantee of award of a grant pursuant to the RFA, subject to the Parties' execution of this Agreement.

2. Scope of Work.

- 2.1 The grant shall be used exclusively for the purposes described in the RFA and this Agreement, including Exhibits A—H listed in this section and hereby made a part of this Agreement. If there is any conflict between this Agreement and the Exhibits, the terms of this Agreement shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A — the RFA.

Exhibit B — the Non-Exchange Entity Agreement.

Exhibit C — the Federal Funds Requirements and Restrictions (Attachment E to the RFA, including E-1, E-2 and E-3).



Exhibit D — the Grantee’s Technical Proposal dated _____.

Exhibit E — the Grantee’s Financial Proposal dated _____.

Exhibit F — the Partnership of Entities Letter of Intent, fully executed by Grantee and all Connector Entity partners as of [month, day, year].

Exhibit G — the Grantee’s Conflict of Interest Disclosure and Attestation.

Exhibit H — the Conflict of Interest and Disclosure Attestations executed by all Connector Entity Partners, as listed in the Partnership of Entities Letter of Intent.

3. Duration.

3.1 Grant Period. This Agreement is Effective on the Effective Date and remains in force for one year with one, optional one-year renewal period.

3.2 Termination. MHBE may terminate this Agreement at any time if it determines that such termination is in the MHBE’s best interest, provided that such termination shall be in writing and, if in the MHBE’s best interest, shall include a notice period. MHBE may determine that termination is in the MHBE’s best interest for reasons that include, but are not limited to, Grantee’s failure to comply with: the entity eligibility requirements, conflict of interest standards and Grant award conditions identified in RFA Section II, the requirements identified in the Attachments listed in RFA Section IX, and all applicable State and federal statutes and regulations. In the event MHBE terminates this Agreement, MHBE shall pay Grantee for all expenses incurred in pursuit of this Agreement, up to the effective date of termination. Grantee acknowledges that, following any notice of termination, Grantee will wind-down its activities under the Scope of Work and, in consultation with MHBE, determine which specific activities under the Scope of Work should be ended as soon as possible and which should be continued until the effective date of termination.

4. Grant Amount, Use of Grant Funds and Payment.

4.1 Amount: The amount of the grant in Fiscal Year 2017 shall be the amount listed in the Grant Agreement Summary Sheet on Page 1, above, in the box labeled “Grant Amount”.

4.2 Approved Budget: Grant funds shall be expended for activities performed under the Scope of Work in accordance with the MHBE-approved budget.

4.3 Budget Revisions: Transfers among line items of the approved budget of \$10,000 or more must receive prior written approval from the MHBE, as must any transfer of funds to a new line item.

4.4 Invoices and Payment Schedule: The MHBE will make reimbursable payments for expenditure incurred on a monthly basis throughout the grant term. Invoices that

- detail expenditures by category as included in the budget proposal must be presented for payment within 10 days of the end of each month by submission to HBE.finance@maryland.gov. Invoices must include the Grantee's name, address, and fiscal contact; invoice date, Federal Tax ID number, and a unique invoice identification number. Invoices must be accompanied by all relevant documentation supporting expenditures detailed in the invoice, including records that support payroll and payroll related expenses. Invoices will not be processed for payment unless this Agreement is fully executed and Grantee is up to date on required quarterly financial reports discussed in Section IV of the RFA and quarterly performance reports discussed in Section V of the RFA.
- 4.5 **Unapproved Expenditures:** Any expenditure of grant funds not consistent with the purposes and activities stated in the Scope of Work shall not be approved. Any expenditure of grant funds not in accordance with the MHBE-approved budget and work plan may, in the sole discretion of MHBE, be disallowed. Should any expenditure be disallowed or should the Grantee violate any of the terms of this Agreement, the MHBE may deny reimbursable payment to the Grantee or undertake any other action deemed appropriate by the MHBE to ensure the integrity of the program and the protection of grant funds.
- 4.6 **Project Expenses.** Grantee will operate the project on an expense reimbursement basis. Grantee's invoices will reflect actual costs, with no program margin included.
- 4.7 **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 ten (10) 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 (30) 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's control.
- 4.8 **No Extension:** No extension shall be provided for expenditure of grants funds that are identified in a Grantee's approved budget but have yet to be spent at the end of the grant period.
- 4.9 **Federal Funds Requirements and Restrictions.** This Grant contains Medicaid Assistance (Medicaid) funds, Catalog of Federal Domestic Assistance No. 93.778. Accordingly, there are programmatic conditions, requirements and certifications that apply to Grantee under this Agreement, which are contained in Exhibit C. Additional conditions that apply to this particular federally-funded grant are contained as attachments to Exhibit C (Attachment E to the RFA, including E-1, E-2 and E-3) and are hereby incorporated in Exhibit C. Execution of this Agreement indicates Grantee's agreement with all conditions set forth in Exhibit C (including its attachments). Further, execution of this Agreement indicates Grantee's agreement with all conditions that apply to federal funds from the above-referenced sources.
- 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,

and such inventory shall be made available for inspection by the MHBE upon request.

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 pursuant to a written amendment to this Agreement. 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)(l).

7. Insurance Requirement.

- 7.1 All insurance required by this section shall be effective when the Grant Agreement commences and shall remain in effect during the project period and renewal option periods, if exercised.
- 7.2 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.
- 7.3 The Grantee shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from or arising out of Grantee action or inaction in the performance of the Agreement by the Grantee, its partners, agents, servants, employees or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 7.4 In the event the Grantee hires or engages licensed professionals to perform any aspect of the project activities, Grantee shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$3,000,000 per occurrence.

- 7.5 The Grantee shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision and PIP limits no less than those required by the State where the vehicle(s) is registered but in no case less than those required by the State of Maryland. If automotive equipment is required in the performance of this Agreement, automobile bodily injury liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) for each person and Two Million Dollars (\$2,000,000.00) for each accident, and property damage liability insurance with a limit of not less than Two Hundred Thousand Dollars (\$200,000.00) for each accident shall be required.
- 7.6 The Grantee shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
- 7.7 The Grantee shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, U.S. and the Federal Employers Liability Act as well as any other applicable statute.
- 7.8 Grantee shall maintain up-to-date insurance certificates on file with MHBE, as required in RFA § II.H. Should insurance lapse or cancel, Grantee shall notify MHBE immediately.
- 7.9 Grantee shall ensure that all partners in any partnership of entities of which the Grantee is a Prime Entity are also in compliance with the insurance requirements in this section.
- 7.10 Failure to comply with the insurance requirements of this Section 7 and RFA Section II.H may result in termination of this Agreement.

8. Grant Project Administration.

- 8.1 Administration of Grant Funds: The Grantee will directly administer the project supported by the Grant and agrees that no invoice shall include payments to any organization or entity, whether or not formed by the Grantee, other than as specifically set forth in the project proposal(s) in the Scope of Work, above, including any authorized amendments thereto. Should the Grantee violate any of the terms of this Agreement, the MHBE may deny reimbursable payment to the Grantee, at the sole discretion of the MHBE, may terminate this Agreement.
- 8.2 Subcontracts: The Grantee shall ensure that Scope of Work activities are performed through agreements that comply with the terms of this Agreement. Neither the Grantee nor any of its partners, as identified in the Partnership of Entities Letter of Intent attached here to as Exhibit F, shall subcontract for any portion of the activities or services under the Statement of Work without the prior, written consent of MHBE.
- 8.3 Project Revisions: Any material changes or deviations from the Scope of Work must receive prior written approval from the MHBE.

9. Grant Monitoring and Evaluation:

- 9.1 **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.
- 9.2 **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.

10. Reporting Requirements.

- 10.1 The Grantee shall submit both financial and performance reports to MHBE on a quarterly basis in the form required by MHBE no later than 30 days after the end of each quarter – due dates are October 30, January 30, April 30 and July 30 of each fiscal year.
- 10.2 In the expenditures section of the quarterly report, the Grantee shall adequately identify the application of funds to Navigator program activities, including expenditures, obligations, authorizations, and unobligated balances. The final quarterly report, due 30 days after the end of the fiscal year, will serve as the year end-expenditures report.
- 10.3 The Grantee must also provide the MHBE with audited financial statements including qualified/unqualified opinion with comments for any year in which MHBE Grant funds are received. The Grantee must obtain the results of an independent audit of its use of programmatic funds no later than nine months after the conclusion of the fiscal year in which it used those funds and share the results with MHBE.
- 10.4 When Grantee identifies a problem or barrier to meeting project goals, or in meeting the conditions of this Agreement, Grantee shall notify the MHBE immediately. Notification shall include specific strategies to deal with or overcome the problem or barrier and shall include any proposed revisions to the goals, work plan, or budget. 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 this Agreement, the Grantee shall be responsible for completing all requirements and objectives as provided in this Agreement.

11. Prevailing Law. This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Parties specifically acknowledge that the provisions of Title 12, subtitles 1 and 2 (Maryland Tort Claims Act and Contract Claims) of the State Government Article apply to claims arising under or relating to this Agreement. The Parties further acknowledge that the provisions of the General Provisions Article, § 4-101 *et seq.* Md. Code Ann. (Maryland Public Information Act) apply to any requests for records pertaining to this Agreement, including any exceptions thereto.

12. Non-Hiring of State Officials or Employees. No official or employee of the State, as defined under § 5-101 of the General Provisions Article of the Maryland Code, whose duties as such official or employee include matters relating to or affecting the subject matter of this Agreement, shall, during the pendency and term of this Agreement and while serving as an official or employee of the State, become or be an employee of Grantee or any entity that is a subcontractor or partner on this Agreement.

13. Compliance with Laws.

- 13.1 The Grantee shall comply with all applicable federal, State and local laws, regulations and ordinances applicable to its activities under this Agreement, including the Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148, as amended by the Health Care Education and Reconciliation Act of 2010, Pub. L. 111-152, (collectively, the ACA) and all regulations promulgated thereunder; the Maryland Health Benefit Act of 2012 and the Maryland Health Progress Act of 2013, and all regulations promulgated thereunder; and Sections 7-402 and 7-403 of the State Finance and Procurement Article of the Maryland Code.
- 13.2 The Grantee shall further ensure its employees, agents, partners and any subcontractors comply with applicable federal and State law, regulation and guidance, as outlined in 13.1., above, and with the terms of this Agreement.
- 13.3 The Grantee shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

14. Confidentiality.

- 14.1 Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Grantee's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Agreement, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Agreement; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.
- 14.2 More particularly, the Grantee agrees that its access to Personally identifiable Information under the Agreement shall make it a "Non-Exchange Entity", as that term is defined in 45 C.F.R. § 155.260(b)(1). The Grantee therefore shall keep information obtained in the course of this Agreement confidential in compliance with the ACA, including, without limitation, 45 C.F.R. § 155.260, and the Non-Exchange Entity Agreement incorporated into this Agreement pursuant to Section 2.1, above.

15. Retention of Records. Grantee shall retain and maintain all records and documents relating to this Agreement for ten (10) years after the termination of this Agreement or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MHBE, the State, the U.S. Department of Health and Human Services, the Centers for Medicare & Medicaid Services, and the Center for Consumer Information and Insurance Oversight at all times.

16. Indemnification.

- 16.1 Grantee shall hold harmless and indemnify MHBE and the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character arising from Grantee's violation of the terms and conditions of the Agreement.
- 16.2 MHBE and the State have no obligation to provide legal counsel or defense in the event that a suit, claim, or action of any character is brought by any person or entity not party to this Agreement against Grantee as a result of or relating to the Agreement.
- 16.3 MHBE and the State have no obligation for the payment of any judgments or the settlement of any claims against Grantee as a result of or relating to this Agreement.

17. Non-Discrimination in Employment. Grantee agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, marital status, national origin, ancestry or disability of a qualified individual with a disability with respect to this Agreement.

18. 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:

- 18.1 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;
- 18.2 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;

- 18.3 The Grantee, if incorporated or organized in any other form required to register or qualify to do business in the State of Maryland, 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 Maryland State Department of Assessments and Taxation, and with the Maryland Department of Labor, Licensing and Regulation, and has paid or arranged for the payment of all taxes due to the State;
- 18.4 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
- 18.5 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 or any other public entity or subject to debarment under the Code of Maryland Regulations, COMAR 21.08.04.04.

19. Modifications. Any amendments to or modifications of this Agreement must be in writing, mutually agreed to and signed by the parties.

20. 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 by or from the federal government) for the continued performance for any fiscal period of MHBE operations, this Agreement shall be canceled automatically when the funds are depleted or as of the beginning of the fiscal year, whichever is sooner where funds were not appropriated or otherwise made available. The effect of termination of the Agreement hereunder will be to discharge Grantee from future performance of the Agreement, but not from its rights and obligations existing at the time of termination. MHBE shall notify 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.

21. Successors and Assigns.

- 21.1 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 MHBE. This Agreement shall bind the successors and assigns of the parties.
- 21.2 This Agreement shall bind the respective successors and assigns of the parties.

22. Interpretation. Any ambiguity in this Agreement will be resolved to permit the MHBE to comply with federal and State law with respect to provisions controlling Navigator program services.

[Signatures next page(s)]



Acceptance of Terms and Conditions: This Agreement 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.

IN WITNESS WHEREOF, the Maryland Health Benefit Exchange and the Grantee have caused this Agreement to be executed as of the Effective Date, above, by authorized representatives as set forth below:

MARYLAND HEALTH BENEFIT EXCHANGE:

Signature of Grant Officer

Signature of Authorized Official

Name

Name

Title

Title

Date

Date

GRANTEE:

Grantee Name



Signature of Project Director

Signature of Authorized Official

Name

Name

Title

Title

Date

Date

Approved as to form and legal sufficiency

this ____ day of _____

BY: _____

Signature

Name (Type or Print)

Assistant Attorney General, MHBE



ATTACHMENT D – NON-EXCHANGE ENTITY AGREEMENT

NON-EXCHANGE ENTITY AGREEMENT

This Non-Exchange Entity Agreement (this “Agreement”) is made by and between the Maryland Health Benefit Exchange, a public corporation and independent unit of the government of the State of Maryland (“MHBE”) and _____ (the “Non-Exchange Entity”), as of the Effective Date defined below. Each of MHBE and the Non-Exchange Entity is a “Party” to this Agreement and shall collectively be known as the “Parties”.

RECITALS

WHEREAS, MHBE is a state-based exchange established pursuant to the Patient Protection and Affordable Care Act of 2010 (Pub. L. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law No. 111-152) (together with regulations promulgated pursuant thereto, the “ACA”), and particularly pursuant to 45 C.F.R. § 155.110, as well as pursuant to Title 31 of the Insurance Article of the Maryland Code Annotated, and

WHEREAS, the Non-Exchange Entity submitted a proposal in response to that certain MHBE Request for Grant Applications: Connector Entity Program Grants for Navigator Services, Solicitation No. 17-01, issued on or about April 24, 2017 (the “RFA”); and

WHEREAS, the Non-Exchange Entity has been notified of award or awarded an agreement (the “Underlying Agreement”) pursuant to the RFA; and

WHEREAS, the execution of this Agreement is required pursuant to the RFA, which is incorporated into the Underlying Agreement and is a part thereof; and

WHEREAS, MHBE and the Non-Exchange Entity enter into this Agreement effective as of the effective date of the Underlying Agreement (the “Effective Date”); and

WHEREAS, the relationship between MHBE and the Non-Exchange Entity set forth in the Underlying Agreement is expected to involve the exchange of Personally Identifiable Information (“PII”), as that term is defined herein, for purposes authorized under the ACA and, more particularly, under 45 C.F.R. § 155.200, including but not limited to assisting consumers with the application process for determining eligibility for Insurance Affordability Programs, including Advance Premium Tax Credits and cost-sharing, the Maryland Medical Assistance Program and the Maryland Children’s Health Program; and



WHEREAS, the Non-Exchange Entity's access to PII submitted to the Exchange shall make the entity a "Non-Exchange Entity", as that term is defined in 45 C.F.R. § 155.260(b)(1); and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, MHBE and the Non-Exchange Entity each acknowledge and agree that they enter into this Agreement for the purposes, among others as may be detailed herein, of ensuring the confidentiality, privacy and security of data accessed by the Non-Exchange Entity or exchanged between the Parties under this Agreement and compliance with the requirements of the ACA, including 45 C.F.R. § 155.260(b)(2) and, regardless of whether otherwise applicable to the Non-Exchange Entity, 45 C.F.R. § 155.270(a); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements, Trading Partner Agreements or Non-Exchange Entity Agreements the Non-Exchange Entity and MHBE may have entered into prior to the date hereof;

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

AGREEMENT

A. **Recitals**. The Recitals are true and correct in all respects, are incorporated into this Agreement and form a part of this Agreement.

B. **Definitions**. For purposes of this Agreement, the Parties agree that the following definitions apply, regardless of whether the identified word is capitalized herein:

1. **"Breach"** shall mean the compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, loss of control, or any similar term or phrase that refers to situations where persons other than authorized users or for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.

2. **"Incident"** shall mean the act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for processing or storage of data; and changes to system hardware, firmware, or software characteristic's without the owner's knowledge, instruction or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail,

all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction. While certain adverse events (e.g., floods, fires, electrical outages, excessive heat, etc.) can cause system crashes, they are not considered incidents. An incident becomes a breach when there is the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.

3. “Personally Identifiable Information” or “PII” shall mean personally identifiable information as defined by OMB Memorandum M-07-16 (May 22, 2007) (“PII refers to information which can be used to distinguish or trace an individual’s identify, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.”).

4. “Unsecured PII” shall include, but not be limited to, electronic PII that is not encrypted by use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key.

C. **Permitted Uses and Disclosure of PII by the Non-Exchange Entity.**

1. Non-Exchange Entity may only use or disclose PII as necessary to perform the services set forth in the Underlying Agreement or as required by law.

2. Non-Exchange Entity agrees to make uses and disclosures and requests for PII consistent with MHBE’s policies and procedures regarding minimum necessary use of PII.

3. Non-Exchange Entity shall not use or disclose PII in a manner that would violate 45 C.F.R. § 155.260 if done by MHBE.

4. Except as otherwise limited in this Agreement, Non-Exchange Entity agrees to disclose PII for the proper management and administration, or legal responsibilities of the Non-Exchange Entity only when (i) such disclosures are required by law, or (ii) Non-Exchange Entity obtains reasonable assurances from the person to whom the information is disclosed that the information 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 the Non-Exchange Entity of any instances of which it is aware in which the confidentiality of the information has been breached.

5. Non-Exchange Entity shall not directly or indirectly receive remuneration in exchange for any PII of an individual. For the avoidance of doubt, this provision shall not preclude Non-Exchange Entity from receiving payment for the provision of services set forth in the Underlying Agreement or that are required by law.

6. Non-Exchange Entity shall not use or disclose PII for the purposes of marketing a product or service unless necessary to perform the services set forth in the Underlying Agreement or required by law. For the purposes of this provision, "marketing" shall mean a communication about a product or service that encourages recipients of the communication to purchase or use the product or service.

D. Duties of the Non-Exchange Entity Relative to PII.

1. The Non-Exchange Entity shall not use or disclose PII other than as permitted or required by the Agreement or as required by law.

2. The Non-Exchange Entity shall use appropriate administrative, technical and physical safeguards to protect the privacy of PII including, without limitation, by storing electronic PII in encrypted format.

3. Non-Exchange Entity shall use privacy and security standards at least as protective as MHBE has established and implemented for itself. For example, and without limitation, Non-Exchange Entity shall comply with the standards, implementation specifications, operating rules, and code sets adopted in 45 C.F.R. Parts 160 and 162, regardless of whether otherwise made applicable to Non-Exchange Entity pursuant to 45 C.F.R. § 155.270(a), to provide for the secure exchange of PII and to prevent use or disclosure of PII other than as provided in the Agreement. Further, Non-Exchange Entity shall:

- a. Implement administrative, physical and technical safeguards to protect PII accessed pursuant to this Agreement and the Underlying Agreement from loss, theft or inadvertent disclosure.
- b. Safeguard PII at all times, regardless of whether or not the Non-Exchange Entity's employee, contractor, or agent is at his or her regular duty station.
- c. Ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected.
- d. Send emails containing PII only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. Limit disclosure of the information and details relating to a PII loss only to those with a need to know.
- f. Restrict access to PII only those authorized employees, contractors, and agents who need such data to perform their official duties in

connection with purposes identified in this Agreement and the Underlying Agreement; such restrictions shall include, at a minimum, role-based access that limits access to those individuals who need it to perform their official duties in connection with the uses of data authorized in this Agreement and the Underlying Agreement (“authorized users”). Further, the Non-Exchange Entity shall advise all users who will have access to the data provided under this Agreement and the Underlying Agreement of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable State and federal laws.

4. Non-Exchange Entity shall monitor, periodically assess, and update its security controls and related system risks, to ensure the continued effectiveness of those controls.

5. Non-Exchange Entity shall inform MHBE of any change in its administrative, technical or operational environments to the extent any are material in the Underlying Agreement.

6. Non-Exchange Entity shall require any agents or downstream entities to which access to PII is granted in connection with the Underlying Agreement to adhere to the same privacy and security standards and obligations to which Non-Exchange Entity hereby agrees.

7. Non-Exchange Entity shall report to MHBE any use or disclosure of PII not permitted by this Agreement or required by law, including any Breaches of PII of which it becomes aware. Non-Exchange Entity further agrees to report to MHBE any Incident of which it becomes aware without unreasonable delay, and in no case later than five (5) calendar days after the Incident. Further, Non-Exchange Entity shall report all suspected or confirmed Incidents involving loss or suspected loss of PII to MHBE within *one* (1) hour of discovery.

8. If the use or disclosure amounts to a Breach of Unsecured PII, the Non-Exchange Entity shall ensure its report:

a. Is made to MHBE without unreasonable delay and in no case later than fifteen (15) 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 the avoidance of doubt, Non-Exchange Entity must notify MHBE of an incident involving the acquisition, access, use or disclosure of PII in a manner not permitted under 45 C.F.R. § 155.260 or this Agreement within five (5) calendar days after an Incident even

if Non-Exchange Entity has not conclusively determined within that time that the Incident constitutes a Breach as defined by this Agreement;

b. Includes the names of the individuals whose unsecured PII has been, or is reasonably believed to have been, the subject of a Breach;

c. Is in substantially the same form as **EXHIBIT 1** attached hereto; and

d. Includes a draft letter for MHBE to review and approve prior to Non-Exchange Entity's notification of the affected individuals that their unsecured PII has been, or is reasonably believed to have been, the subject of a Breach. The notification must include, to the extent possible:

- i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- ii) The types of Unsecured PII that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or other types of information that were involved);
- iii) Any steps the affected individuals should take to protect themselves from potential harm resulting from the Breach;
- iv) The toll-free telephone numbers and addresses for the major consumer reporting agencies;
- v) The toll-free telephone numbers, addresses and web site addresses for (1) the Federal Trade Commission; and (2) the Maryland Office of the Attorney General;
- vi) A brief description of what MHBE and the Non-Exchange Entity are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
- vii) Contact procedures for the affected individuals to ask questions or learn additional information, which shall include a telephone number, toll-free telephone number if one is maintained and postal address and may include an email address and web-site address.

9. To the extent permitted by the Underlying Agreement, Non-Exchange Entity may use agents and subcontractors. The Non-Exchange Entity shall ensure that

any subcontractors or agents that create, receive, maintain, or transmit PII on behalf of Non-Exchange Entity agree to the same restrictions, conditions and requirements that apply to Non-Exchange Entity with respect to such information.

10. Non-Exchange Entity agrees to maintain and make available the information required to prove an accounting of disclosures of PII to MHBE or, as directed by MHBE, to an individual.

11. Non-Exchange Entity agrees to make its internal practices, books, and records, including PII, available to MHBE and/or the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the ACA's privacy and security regulations as well as with the standards MHBE has established pursuant to 45 C.F.R. § 155.260, as set forth in 45 C.F.R. § 155.280(a).

12. Non-Exchange Entity agrees to mitigate, to the extent practicable, any harmful effect known to Non-Exchange Entity of a use or disclosure of PII by Non-Exchange Entity in violation of the requirements of this Agreement.

E. Term and Termination.

1. Term. The Term of this Agreement shall be effective as of the Effective Date defined above and shall terminate when all of the PII provided by MHBE to the Non-Exchange Entity, or the PII created or received by Non-Exchange Entity on behalf of MHBE, is destroyed or returned to MHBE, in accordance with the termination provisions in this Section E, or on the date MHBE terminates for cause as authorized in paragraph (2) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PII provided by MHBE to Non-Exchange Entity, or the PII created or received by Non-Exchange Entity on behalf of MHBE, Non-Exchange Entity's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with MHBE.

2. Termination. Upon MHBE's knowledge of a material breach of this Agreement by Non-Exchange Entity, MHBE:

- a. Shall provide an opportunity for Non-Exchange Entity to cure the breach or end the violation and, if Non-Exchange Entity does not cure the breach or end the violation within the time specified by MHBE, may terminate this Agreement; or
- b. May immediately terminate this Agreement if Non-Exchange Entity has breached a material term of this Agreement and MHBE determines or reasonably believes that cure is not possible.

3. Effect of Termination.

a. Upon termination of this Agreement, for any reason, Non-Exchange Entity shall return or, if agreed to by MHBE, destroy all PII received from MHBE, or created, maintained, or received by Non-Exchange Entity on behalf of MHBE, which the Non-Exchange Entity maintains in any form. Non-Exchange Entity shall retain no copies of the PII. This provision shall apply to PII that is in the possession of subcontractors or agents of Non-Exchange Entity.

b. Should Non-Exchange Entity make an intentional or grossly negligent Breach of PII in violation of this Agreement or applicable law, MHBE shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

4. Survival. The obligations of Non-Exchange Entity under this Section shall survive the termination of this Agreement.

F. **Consideration.** Non-Exchange Entity recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by MHBE in choosing to continue or commence a business relationship with Non-Exchange Entity.

G. **Remedies in the Event of Breach.** Non-Exchange Entity hereby recognizes that irreparable harm will result to MHBE, and to the business of MHBE, in the event of breach by Non-Exchange Entity 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 C or D above, MHBE shall be entitled to enjoin and restrain Non-Exchange Entity from any continued violation of Sections C or D. Furthermore, in the event of breach of Sections C or D by Non-Exchange Entity, MHBE is entitled to reimbursement and indemnification from Non-Exchange Entity for MHBE's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Non-Exchange Entity's breach. The remedies contained in this Section G shall be in addition to, not in lieu of, any action for damages and/or any other remedy MHBE may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to MHBE at law or in equity.

H. **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 MHBE to comply with the requirements of the ACA and, were it to become or imminently be applicable, the Health Insurance Portability and Accountability Act of 1996, as amended, together with all regulations promulgated thereto, and any other applicable law.

I. **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.

J. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, including, without limitation, Title 12 of the State Government Article of the Annotated Code of Maryland, but without regard to its choice of law provisions. This Agreement is not intended to modify the Parties' respective obligations to comply with all applicable federal, state and local laws, rules, and regulations, including but in no way limited to any and all laws, rules, and regulations related to privacy protection and confidentiality.

K. **Miscellaneous.**

1. **Ambiguity.** Any ambiguity in this Agreement shall be resolved to permit MHBE to comply with the ACA and its provisions with respect to the privacy and security of personally identifiable information.

2. **Regulatory References.** A reference in this Agreement to a section in the ACA, including any regulations promulgated thereto, means the section as in effect or as amended.

3. **Notice to MHBE.** Any notice required under this Agreement to MHBE shall be made in writing to:

Caterina Pañgilinan
Chief Compliance Officer
Maryland Health Benefit Exchange
750 E. Pratt Street, 16th Floor
Baltimore, MD 21202
Phone: (410) 547-1838
Email: caterina.pangilinan@maryland.gov

With a copy to:

Sharon Stanley Street, Principal Counsel
Office of the Attorney General
Maryland Health Benefit Exchange Division



750 East Pratt Street, 16th Floor
Baltimore, MD 21202
Phone: (410) 547-7378
Email: sharon.street1@maryland.gov

4. Notice to Exchange Entity. Any notice required under this Agreement to be given Non-Exchange Entity shall be made in writing to:

Address: _____

Attention: _____
Phone: _____
Email: _____

5. Method of Notice. Notices shall be sufficient if made by email and acknowledged within 24 hours by reply email, or delivered by a nationally recognized overnight carrier, such as FedEx, or via U.S. Mail-Certified Delivery, Return Receipt Requested.

6. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.

7. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

8. Terms. All of the terms of this Agreement are contractual and not merely recital and none may be amended or modified except by a writing executed by all parties hereto.

9. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding



the subject matter hereof. For the avoidance of doubt, such null and void prior agreements do not include the Underlying Agreement.

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

MHBE:

NON-EXCHANGE ENTITY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form and legal sufficiency
this ____ day of _____, 2017.

By: _____
Assistant Attorney General
Maryland Health Benefit Exchange



EXHIBIT 1

**EXHIBIT 1 TO NON-EXCHANGE ENTITY AGREEMENT
FORM OF NOTIFICATION TO MHBE OF
BREACH OF UNSECURED PII**

This notification is made pursuant the Non-Exchange Entity Agreement between the MARYLAND HEALTH BENEFIT EXCHANGE, a public corporation and independent unit of State government (“MHBE”) and

_____ (the “Non-Exchange Entity”).

Non-Exchange Entity hereby notifies MHBE that there has been a breach of unsecured personally identifiable information (“PII”) that Non-Exchange Entity has used or has had access to under the terms of the Non-Exchange Entity 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)

List the types of unsecured PII that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number or other number):

Description of what Non-Exchange Entity 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 D – MHBE STANDARD FORM NEE MOU

MARYLAND HEALTH BENEFIT EXCHANGE STANDARD MEMORANDUM OF UNDERSTANDING (MOU) INTRA-AGENCY/INTERGOVERNMENTAL AGREEMENT
[MHBE Standard Form Non-Exchange Entity MOU]

This Memorandum of Understanding (this “MOU”) is hereby entered into between the Maryland Health Benefit Exchange, a public corporation and independent unit of the government of the State of Maryland (“MHBE”) and

_____, a governmental entity (the “Non-Exchange Entity”), as of the Effective Date defined below. Each of MHBE and the Non-Exchange Entity is a “Party” to this MOU and shall collectively be known as the “Parties”.

RECITALS

WHEREAS, MHBE is a state-based exchange established pursuant to the Patient Protection and Affordable Care Act of 2010 (Pub. L. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Public Law No. 111-152) (together with regulations promulgated pursuant thereto, the “ACA”), and particularly pursuant to 45 C.F.R. § 155.110, as well as pursuant to Title 31 of the Insurance Article of the Maryland Code Annotated, and

WHEREAS, the Non-Exchange Entity submitted a proposal in response to that certain MHBE Request for Grant Applications: Connector Entity Program Grants for Navigator Services, Solicitation No. 17-01, issued on or about April 24, 2017 (the “RFA”); and

WHEREAS, the Non-Exchange Entity has been notified of award or awarded an agreement (the “Underlying Agreement”) pursuant to the RFA; and

WHEREAS, the execution of this Agreement is required pursuant to the RFA, which is incorporated into the Underlying Agreement and is a part thereof; and

WHEREAS, MHBE and the Non-Exchange Entity enter into this MOU effective as of the effective date of the Underlying Agreement (the “Effective Date”);

WHEREAS, the relationship between MHBE and the Non-Exchange Entity set forth in the Underlying Agreement is expected to involve the exchange of Personally Identifiable Information (“PII”), as that term is defined herein, for purposes authorized under the ACA and, more particularly, under 45 C.F.R. § 155.200, including but not limited to assisting consumers with the application process for determining eligibility for Insurance Affordability Programs, including Advance Premium Tax Credits and Cost-Sharing Reductions, the Maryland Medical Assistance Program and the Maryland Children’s Health Program; and

WHEREAS, the Non-Exchange Entity's access to PII submitted to the Exchange shall make the entity a "Non-Exchange Entity", as that term is defined in 45 C.F.R. § 155.260(b)(1); and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, MHBE and the Non-Exchange Entity each acknowledge and agree that they enter into this MOU for the purposes, among others as may be detailed herein, of ensuring the confidentiality, privacy and security of data accessed by the Non-Exchange Entity or exchanged between the Parties under this MOU and compliance with the requirements of the ACA, including 45 C.F.R. § 155.260(b)(2) and, regardless of whether otherwise applicable to the Non-Exchange Entity, 45 C.F.R. § 155.270(a); and

WHEREAS, this MOU supersedes and replaces any and all Business Associate Agreements, Trading Partner Agreements, Non-Exchange Entity Agreements or MOUs regarding the subject matter herein that the Non-Exchange Entity and MHBE may have entered into prior to the date hereof;

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

AGREEMENT

L. **Recitals**. The Recitals are true and correct in all respects, are incorporated into this MOU and form a part of this MOU.

M. **Definitions**. For purposes of this MOU, the Parties agree that the following definitions apply, regardless of whether the identified word is capitalized herein:

5. **"Breach"** shall mean the compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, loss of control, or any similar term or phrase that refers to situations where persons other than authorized users or for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.

6. **"Incident"** shall mean the act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for processing or storage of data; and changes to system hardware, firmware, or software characteristic's without the owner's knowledge, instruction or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail, all of which may have the potential to put the data at risk of unauthorized access, use,

disclosure, modification or destruction. While certain adverse events (e.g., floods, fires, electrical outages, excessive heat, etc.) can cause system crashes, they are not considered incidents. An incident becomes a breach when there is the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.

7. “Personally Identifiable Information” or “PII” shall mean personally identifiable information as defined by OMB Memorandum M-07-16 (May 22, 2007) (“PII refers to information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.”).

8. “Unsecured PII” shall include, but not be limited to, electronic PII that is not encrypted by use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key.

N. **Permitted Uses and Disclosure of PII by the Non-Exchange Entity.**

7. Non-Exchange Entity may only use or disclose PII as necessary to perform the services set forth in the Underlying Agreement or as required by law.

8. Non-Exchange Entity agrees to make uses and disclosures and requests for PII consistent with MHBE’s policies and procedures regarding minimum necessary use of PII.

9. Non-Exchange Entity shall not use or disclose PII in a manner that would violate 45 C.F.R. § 155.260 if done by MHBE.

10. Except as otherwise limited in this MOU, Non-Exchange Entity agrees to disclose PII for the proper management and administration, or legal responsibilities of the Non-Exchange Entity only when (i) such disclosures are required by law, or (ii) Non-Exchange Entity obtains reasonable assurances from the person to whom the information is disclosed that the information 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 the Non-Exchange Entity of any instances of which it is aware in which the confidentiality of the information has been breached.

11. Non-Exchange Entity shall not directly or indirectly receive remuneration in exchange for any PII of an individual. For the avoidance of doubt, this provision shall

not preclude Non-Exchange Entity from receiving payment for the provision of services set forth in the Underlying Agreement or that are required by law.

12. Non-Exchange Entity shall not use or disclose PII for the purposes of marketing a product or service unless necessary to perform the services set forth in the Underlying Agreement or required by law. For the purposes of this provision, “marketing” shall mean a communication about a product or service that encourages recipients of the communication to purchase or use the product or service.

O. **Duties of the Non-Exchange Entity Relative to PII.**

13. The Non-Exchange Entity shall not use or disclose PII other than as permitted or required by the MOU or as required by law.

14. The Non-Exchange Entity shall use appropriate administrative, technical and physical safeguards to protect the privacy of PII including, without limitation, by storing electronic PII in encrypted format.

15. Non-Exchange Entity shall use privacy and security standards at least as protective as MHBE has established and implemented for itself. For example, and without limitation, Non-Exchange Entity shall comply with the standards, implementation specifications, operating rules, and code sets adopted in 45 C.F.R. Parts 160 and 162, regardless of whether otherwise made applicable to Non-Exchange Entity pursuant to 45 C.F.R. § 155.270(a), to provide for the secure exchange of PII and to prevent use or disclosure of PII other than as provided in the MOU. Further, Non-Exchange Entity shall:

- a. Implement administrative, physical and technical safeguards to protect PII accessed pursuant to this MOU and the Underlying Agreement from loss, theft or inadvertent disclosure.
- b. Safeguard PII at all times, regardless of whether or not the Non-Exchange Entity’s employee, contractor, or agent is at his or her regular duty station.
- c. Ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected.
- d. Send emails containing PII only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. Limit disclosure of the information and details relating to a PII loss only to those with a need to know.
- f. Restrict access to PII to only those authorized employees, contractors, and agents who need such data to perform their official duties in connection with purposes identified in this MOU and the Underlying Agreement; such restrictions shall include, at a minimum, role-based

access that limits access to those individuals who need it to perform their official duties in connection with the uses of data authorized in this MOU and the Underlying Agreement (“authorized users”). Further, the Non-Exchange Entity shall advise all users who will have access to the data provided under this MOU and the Underlying Agreement of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable State and federal laws.

16. Non-Exchange Entity shall monitor, periodically assess, and update its security controls and related system risks, to ensure the continued effectiveness of those controls.

17. Non-Exchange Entity shall inform MHBE of any change in its administrative, technical or operational environments to the extent any are material in the Underlying Agreement.

18. Non-Exchange Entity shall require any agents or downstream entities to which access to PII is granted in connection with the Underlying Agreement to adhere to the same privacy and security standards and obligations to which Non-Exchange Entity hereby agrees.

19. Non-Exchange Entity shall report to MHBE any use or disclosure of PII not permitted by this MOU or required by law, including any Breaches of PII of which it becomes aware. Non-Exchange Entity further agrees to report to MHBE any Incident of which it becomes aware without unreasonable delay, and in no case later than five (5) calendar days after the Incident. Further, Non-Exchange Entity shall report all suspected or confirmed Incidents involving loss or suspected loss of PII to MHBE within *one* (1) hour of discovery.

20. If the use or disclosure amounts to a Breach of Unsecured PII, the Non-Exchange Entity shall ensure its report:

e. Is made to MHBE without unreasonable delay and in no case later than fifteen (15) 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 the avoidance of doubt, Non-Exchange Entity must notify MHBE of an incident involving the acquisition, access, use or disclosure of PII in a manner not permitted under 45 C.F.R. § 155.260 or this MOU within five (5) calendar days after an Incident even if Non-Exchange Entity has not conclusively determined within that time that the Incident constitutes a Breach as defined by this MOU;

f. Includes the names of the individuals whose unsecured PII has been, or is reasonably believed to have been, the subject of a Breach;

g. Is in substantially the same form as **EXHIBIT 1** attached hereto; and

h. Includes a draft letter for MHBE to review and approve prior to Non-Exchange Entity's notification of the affected individuals that their unsecured PII has been, or is reasonably believed to have been, the subject of a Breach. The notification must include, to the extent possible:

- i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- ii) The types of Unsecured PII that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or other types of information that were involved);
- iii) Any steps the affected individuals should take to protect themselves from potential harm resulting from the Breach;
- iv) The toll-free telephone numbers and addresses for the major consumer reporting agencies;
- v) The toll-free telephone numbers, addresses and web site addresses for (1) the Federal Trade Commission; and (2) the Maryland Office of the Attorney General;
- vi) A brief description of what MHBE and the Non-Exchange Entity are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
- vii) Contact procedures for the affected individuals to ask questions or learn additional information, which shall include a telephone number, toll-free telephone number if one is maintained and postal address and may include an email address and web-site address.

21. To the extent permitted by the Underlying Agreement, Non-Exchange Entity may use agents and subcontractors. The Non-Exchange Entity shall ensure that any subcontractors or agents that create, receive, maintain, or transmit PII on behalf of Non-Exchange Entity agree to the same restrictions, conditions and requirements that apply to Non-Exchange Entity with respect to such information.

22. Non-Exchange Entity agrees to maintain and make available the information required to prove an accounting of disclosures of PII to MHBE or, as directed by MHBE, to an individual.

23. Non-Exchange Entity agrees to make its internal practices, books, and records, including PII, available to MHBE and/or the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the ACA's privacy and security regulations as well as with the standards MHBE has established pursuant to 45 C.F.R. § 155.260, as set forth in 45 C.F.R. § 155.280(a).

24. Non-Exchange Entity agrees to mitigate, to the extent practicable, any harmful effect known to Non-Exchange Entity of a use or disclosure of PII by Non-Exchange Entity in violation of the requirements of this MOU.

P. Term and Termination.

5. Term. The Term of this MOU shall be effective as of the Effective Date defined above and shall terminate when all of the PII provided by MHBE to the Non-Exchange Entity, or the PII created or received by Non-Exchange Entity on behalf of MHBE, is destroyed or returned to MHBE, in accordance with the termination provisions in this Section E, or on the date MHBE terminates for cause as authorized in paragraph (2) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PII provided by MHBE to Non-Exchange Entity, or the PII created or received by Non-Exchange Entity on behalf of MHBE, Non-Exchange Entity's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with MHBE.

6. Termination. Upon MHBE's knowledge of a material breach of this MOU by Non-Exchange Entity, MHBE:

- a. Shall provide an opportunity for Non-Exchange Entity to cure the breach or end the violation and, if Non-Exchange Entity does not cure the breach or end the violation within the time specified by MHBE, may terminate this MOU; or
- b. May immediately terminate this MOU if Non-Exchange Entity has breached a material term of this MOU and MHBE determines or reasonably believes that cure is not possible.

7. Effect of Termination.

a. Upon termination of this MOU, for any reason, Non-Exchange Entity shall return or, if agreed to by MHBE, destroy all PII received from MHBE, or created, maintained, or received by Non-Exchange Entity on behalf of MHBE, which the Non-Exchange Entity maintains in any form. Non-Exchange Entity shall retain no copies of the PII. This provision shall apply to PII that is in the possession of subcontractors or agents of Non-Exchange Entity.

b. Should Non-Exchange Entity make an intentional or grossly negligent Breach of PII in violation of this MOU or applicable law, MHBE shall have the right to immediately terminate any agreement, other than this MOU, then in force between the Parties, including the Underlying Agreement.

8. Survival. The obligations of Non-Exchange Entity under this Section shall survive the termination of this MOU.

Q. **Consideration.** Non-Exchange Entity recognizes that the promises it has made in this MOU shall, henceforth, be detrimentally relied upon by MHBE in choosing to continue or commence a business relationship with Non-Exchange Entity.

R. **Remedies in the Event of Breach.** Non-Exchange Entity hereby recognizes that irreparable harm will result to MHBE, and to the business of MHBE, in the event of breach by Non-Exchange Entity of any of the covenants and assurances contained in this MOU. As such, in the event of breach of any of the covenants and assurances contained in Sections C or D above, MHBE shall be entitled to enjoin and restrain Non-Exchange Entity from any continued violation of Sections C or D. Furthermore, in the event of breach of Sections C or D by Non-Exchange Entity, MHBE shall be entitled to take appropriate remedial action up to and including termination of this Agreement to prevent Non-Exchange Entity from any continued violations of C and D.

S. **Modification; Amendment.** This MOU 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 MOU from time to time as is necessary for MHBE to comply with the requirements of the ACA and, were it to become or imminently be applicable, the Health Insurance Portability and Accountability Act of 1996, as amended, together with all regulations promulgated thereto, and any other applicable law.

T. **Interpretation of this MOU in Relation to Other Agreements Between the Parties.** Should there be any conflict between the language of this MOU and any other contract entered into between the Parties (either previous or subsequent to the date of this MOU), the language and provisions of this MOU shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this MOU by

its title and date and specifically state that the provisions of the later written agreement shall control over this MOU.

U. **Governing Law.** This MOU shall be governed and construed in accordance with the laws of the State of Maryland, including, without limitation, Title 12 of the State Government Article of the Annotated Code of Maryland, but without regard to its choice of law provisions. This MOU is not intended to modify the Parties' respective obligations to comply with all applicable federal, state and local laws, rules, and regulations, including but in no way limited to any and all laws, rules, and regulations related to privacy protection and confidentiality.

V. **Miscellaneous.**

1. **Ambiguity.** Any ambiguity in this MOU shall be resolved to permit MHBE to comply with the ACA and its provisions with respect to the privacy and security of personally identifiable information.

2. **Regulatory References.** A reference in this MOU to a section in the ACA, including any regulations promulgated thereto, means the section as in effect or as amended.

3. **Notice to MHBE.** Any notice required under this MOU to MHBE shall be made in writing to:

Caterina Pañgilinan
Chief Compliance Officer
Maryland Health Benefit Exchange
750 E. Pratt Street, 16th Floor
Baltimore, MD 21202
Phone: (410) 547-1838
Email: caterina.pangilinan@maryland.gov

With a copy to:

Sharon Stanley Street, Principal Counsel
Office of the Attorney General
Maryland Health Benefit Exchange Division
750 East Pratt Street, 16th Floor
Baltimore, MD 21202
Phone: (410) 547-7378
Email: sharon.street1@maryland.gov

4. Notice to Non-Exchange Entity. Any notice required under this MOU to be given Non-Exchange Entity shall be made in writing to:

Address: _____

Attention: _____

Phone: _____

Email: _____

5. Method of Notice. Notices shall be sufficient if made by email and acknowledged within 24 hours by reply email, or delivered by a nationally recognized overnight carrier, such as FedEx, or via U.S. Mail-Certified Delivery, Return Receipt Requested.

6. Survival. Any provision of this MOU which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this MOU and continue in full force and effect.

7. Severability. If any term contained in this MOU is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this MOU, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

8. Terms. All of the terms of this MOU are contractual and not merely recital and none may be amended or modified except by a writing executed by all parties hereto.

9. Priority. This MOU supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof. For the avoidance of doubt, such null and void prior agreements do not include the Underlying Agreement.

[Signatures next page(s)]



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

MHBE:

NON-EXCHANGE ENTITY:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Approved as to form and legal sufficiency
this _____ day of _____, 2017.

By: _____

Assistant Attorney General
Maryland Health Benefit Exchange



EXHIBIT 1

**EXHIBIT 1 TO MHBE STANDARD FORM NON-EXCHANGE ENTITY MOU
FORM OF NOTIFICATION TO MHBE OF
BREACH OF UNSECURED PII**

This notification is made pursuant the Maryland Health Benefit Exchange Standard Memorandum of Understanding (MOU) Intra-Agency/Intergovernmental Agreement [MHBE Standard Form Non-Exchange Entity MOU] between the MARYLAND HEALTH BENEFIT EXCHANGE, a public corporation and independent unit of State government (“MHBE”) and _____ (the “Non-Exchange Entity”).

Non-Exchange Entity hereby notifies MHBE that there has been a breach of unsecured personally identifiable information (“PII”) that Non-Exchange Entity has used or has had access to under the terms of the Non-Exchange Entity 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)

List the types of unsecured PII that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number or other number):



Description of what Non-Exchange Entity 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 – FEDERAL FUNDS REQUIREMENTS AND RESTRICTIONS

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all *prospective* and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying.” It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke,” required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$300,000 or more (*\$500,000 for fiscal years ending after December 31, 2003*) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OBM) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the Department Contract Monitor.
 - B) All sub-recipients of federal funds comply with Section 1557 of the Patient Protection and Affordable Care Act of 2010, as the same may be amended from time to time.
 - C) All sub-recipients of federal funds must further comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

- C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

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

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

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

- f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

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

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

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

- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

ATTACHMENT E-1

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

ATTACHMENT E-2

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. Contract</p> <p><input type="checkbox"/> b. Grant</p> <p><input type="checkbox"/> c. Cooperative Agreement</p> <p><input type="checkbox"/> d. Loan</p> <p><input type="checkbox"/> e. Loan guarantee</p> <p><input type="checkbox"/> f. Loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial award</p> <p><input type="checkbox"/> c. Post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. Initial filing</p> <p><input type="checkbox"/> b. Material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, <i>if known</i>:</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, <i>if known</i>:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>:</p> <p>_____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant</p> <p>(if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services</p> <p>(including address if different from No. 10a)</p> <p>(last name, first name, MI):</p>	

<p>11. Amount of Payment (<i>check all that apply</i>)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (<i>check all that apply</i>)</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment (<i>check all that apply</i>)</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p style="padding-left: 100px;">value _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i></p>	
<p>15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required</p>	<p>Signature: _____</p> <p>Print Name: _____</p>

<p>disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Title: _____ _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting

entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10.(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).



11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

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

ATTACHMENT E-3

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such Federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Signature of Authorized Certifying Individual

ATTACHMENT F –CONFLICT OF INTEREST STANDARDS AND DISCLOSURE

This acknowledgement of Conflict of Interest Standards must be signed by an individual authorized to bind each organization that seeks Maryland Health Benefit Exchange (“MHBE”) authorization to operate in Maryland as a Connector Entity. Where a Connector Entity is a partnership of entities, as provided in Md. Code Ann., Ins. § 31-101(k), there is a Prime Entity/Grant Applicant (the “Prime Entity” or “Prime Applicant”), as well as one or more partner entities (the “Partner Entity” or “Partner” and, together with the Prime Entity, the “Connector Entity Partners”). All prime entities and partner entities must sign this acknowledgement in order for the related Connector Entity to be authorized. This form may be used by either a Prime Entity or a Partner Entity.

Name of Organization Applying/Acknowledging: _____

I. Conflict of Interest Standards

A. Neither the Connector Entity prime applicant nor any partner applicant can receive compensation from a carrier, insurance producer, Third Party Administrator, or Medicaid Managed Care Organization in connection with enrollment of individuals into Qualified Health Plans, Medicaid, or the Maryland Medical Assistance Program or for enrollment in a non-Qualified Health Plan.

B. The Connector Entity partners will only hire individual exchange navigators and assisters who are of good *character* and trustworthy.

C. The Connector Entity partners are prohibited from steering or otherwise encouraging individuals to enroll in a plan or product on a basis other than consumer or employer’s best interests.

II. Disclosure

A. The Connector Entity partners are required to disclose to MHBE any relationship they believe may be or may appear to be an actual or potential conflict of interest. Specifically, the Connector Entity partners must disclose all business relationships with carriers, even if those relationships are unrelated to plan enrollment and individual exchange navigator, assister or other non-certified personnel functions.

B. If an actual or potential conflict of interest currently exists or arises after the date of this attestation, the Connector Entity partner shall immediately make a full disclosure in writing to the MHBE Chief Compliance Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Connector Entity partner has taken to avoid, mitigate, or neutralize the actual or potential conflict of interest.

I HEREBY WARRANT THAT I AM AUTHORIZED TO BIND THE ORGANIZATION NAMED ABOVE. I ACKNOWLEDGE THAT I HAVE READ THE CONNECTOR ENTITY CONFLICT

OF INTEREST STANDARDS AND DISCLOSURE ATTESTATION AND I ATTEST THAT THE ORGANIZATION NAMED ABOVE, WHICH SEEKS AUTHORIZATION TO PARTICIPATE IN A CONNECTOR ENTITY AS A PRIME ENTITY OR PARTNER ENTITY, IS COMMITTED TO BE BOUND BY THE ABOVE MHBE CONNECTOR ENTITY CONFLICT OF INTEREST STANDARDS AND DISCLOSURE REQUIREMENTS.

Connector Entity Organization: _____

Name and Title of Authorized Representative (please print)

Signature: _____ Date: _____

Revised 3-7-16

