

Maryland Health Benefit Exchange

Request for Grant Applications

RFA # 19 – 01

Connector Entity Program Grants FY 2020

Project Period: July 1, 2019 – June 30, 2020

(With two, one-year renewal options)

Release Date: Tuesday, March 5, 2019

Responses Due: Wednesday April 10, 2019, 5:00 pm EST

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

Request for Applications (RFA): Connector Entity Program Grants FY 2020

Grant Application Number: 19-01

RFA Issue Date: Tuesday, March 5, 2019

RFA Issuing Office: Maryland Health Benefit Exchange

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

Connector.mhbe@maryland.gov

Pre-Application Telephone Conference: Friday, March 8, 2019, 10:00 am

Call-in Number: 304-397-0296, PIN: 369 125 776#

Closing Date and Time: Wednesday, April 10, 2019, 5:00 pm EST

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I. Solicitation Overview

The purpose of this solicitation is to seek proposals of qualified applicants and award grants to organizations who will serve as Prime Entities¹ in the Maryland Health Benefit Exchange's (MHBE's) Connector Entity Program. The Connector Entities will engage or employ Certified Navigators to guide community outreach activities and provide in-person application and enrollment assistance for eligible individuals and families seeking health coverage through the Maryland Health Connection.

The MHBE anticipates that \$10 million will be available in State Fiscal Year (FY) 2020 for the grant award period of July 1, 2019 through June 30, 2020, with two additional one-year renewal options that could extend the term of the grant through June 30, 2022. Grants awarded under this solicitation contain federal funding from the Medical Assistance Program, CFDA No. 93.778, as well as State general funds. The State budget generally identifies, in a grant-funding line item, the total amount available for the Connector Entity Program. The MHBE Board of Trustees awards the grants pursuant to powers in its organizing statute and requirements under the ACA.² This solicitation outlines the statutory and regulatory requirements of the Connector Entity Program, explains the goal and conditions of the grant award, and solicits applications from organizations interested in serving as Connector Entities for FY 2020.

The maximum grant awards available by region for FY 2020 are displayed below. The regional distribution is based on the percent of the total population of the State that resides in the region (US Census Bureau population estimates, 2017). Additional factors include historical funding levels and percent uninsured in the region.

Region	% of Total Pop	Counties	FY 2020**
Capital North	17%	Montgomery	1,580,000
Capital South	15%	Prince George's	1,580,000
Central	33%	Baltimore City, Baltimore County, Anne Arundel	3,120,000
Far Western	4%	Washington, Allegany, Garrett	600,000
Lower Eastern Shore	3%	Wicomico, Somerset, Worcester	570,000
Mid Western	12%	Howard, Frederick, Carroll	930,000

¹ See Attachment A (Glossary for the Connector MHBE Connector Entity Program Grants).

² See Md. Code Ann., Ins. § 31-106(a)-(b), (c)(vi)-(viii); see also, 45 C.F.R. 155.210(a).

Southern	6%	Calvert, Charles, St. Mary's	600,000
Upper Eastern Shore	10%	Harford, Cecil, Kent, Queen Anne's, Talbot, Caroline, Dorchester	1,020,000
GRAND TOTAL			\$10,000,000

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

II. Program Description

A. Background. The Maryland Health Benefit Exchange Act of 2012 (the “Maryland Act”) established, among other things, a Navigator program to provide in-person assistance to individuals seeking coverage through the Individual Exchange in the State of Maryland. Building on the ACA, the Maryland Act defines the duties of navigators and non-certified personnel, the criteria for becoming a navigator, and the oversight and enforcement mechanisms for the connector program.³ The Maryland Act directs MHBE to retain entities that have expertise in working with vulnerable and hard-to-reach populations.⁴ As directed by the Maryland Act, the Maryland Insurance Administration (MIA) has regulatory oversight over Connector Entities and certified navigators.⁵

Under the Connector Entity Program, MHBE will execute agreements with organizations to provide outreach and enrollment services in a local jurisdiction or region. The applicant organization will operate as a “Prime Entity”. A Prime Entity is responsible for directing the operation of the Connector Entity across the local jurisdiction or region, and is responsible for engagement with the MHBE and the MIA. The Prime Entity may solicit formal partners and must enter into a partnership of entities agreement with all partners. All organizations that enter into the partnership of entities will be subject to the same agreement terms and conditions as the applicant/ Prime Entity and will be subject to regulatory oversight by the MIA.

B. Primary Goal. 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 Qualified Health Plans (QHPs). MHBE seeks organizations that are qualified to provide in-person

³ See Md. Code Ann., Ins. (“Ins.”) § 31-113.

⁴ See Ins. 31-113(b)(2)(i).

⁵ See Ins. 31-113(a)(2)(g)(I).

application, enrollment, renewal, and retention assistance, and committed to targeting persistently uninsured populations that have traditionally struggled to connect to or afford health coverage.

C. Prime Entities and Partnerships. Under Maryland law, the Connector Entity is either a single organization or a partnership of entities.⁶ A Connector Entity must be authorized by MHBE to employ or engage Individual Exchange navigators.⁷ Where a partnership of entities is formed, one MHBE-authorized organization serves as the Prime Entity. For FY 2020, the Connector Entity program will continue under the existing regional framework, as this model has proven effective in leveraging community partner relationships and resources as well as efficiently extending MHBE activities in marketing, system training and partner support, using the Prime Entity as the point of contact for distributing information within the region and reporting back challenges and best practices to MHBE. In addition, the regional approach ensures that populations are being served by individuals and organizations familiar with the local communities.

A Prime Entity is the prime applicant organization for a Connector Entity, which may also include partner entities. The Prime Entity is responsible for submitting the Connector Entity's grant application and, if successful under this solicitation, signing a Connector Entity agreement with MHBE, directing and reporting on the Connector Entity's program activities, administering its budget and reporting on its expenditures, ensuring the compliance of all of its partners with applicable laws and regulations, and serving as the Connector Entity's point of contact with the MHBE. 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.

D. Program Components. Connector Entities will engage or employ Individual Exchange navigators and other personnel to perform the following duties:

1. Provide access to in-person application and enrollment assistance related to health coverage options offered on Maryland Health Connection
2. Guide community outreach activities related to enrolling eligible, hard to reach populations such as minorities, those with limited English proficiency, limited access to computers, or who possess low literacy rates
3. Provide referrals to appropriate agencies, including the Attorney General's Health Education and Advocacy Unit (HEAU) and the Maryland Insurance Administration

⁶ Ins. § 31-101(i).

⁷ Ins. §§ 31-101(j), 31-113(f).

(MIA), for applicants and enrollees with grievances, complaints, questions or the need for other social services

4. Work collaboratively with local government agencies in each jurisdiction in the region to optimize the consumer experience and ensure that consumers are enrolled in appropriate health insurance coverage
5. Provide all information and services in a manner that is culturally and linguistically appropriate and ensures accessibility for individuals with disabilities
6. Provide ongoing support to consumers relating to eligibility, enrollment, renewal and disenrollment in Medicaid, MCHP and QHPs offered on Maryland Health Connection.

E. Eligible Entities. All Connector Entity Program applicants must provide information in their applications showing that they meet the following eligibility criteria:

1. Demonstrate the entity has existing relationships, or could readily establish relationships, with consumers (including uninsured and underinsured consumers) likely to be eligible for enrollment in health coverage programs offered through the MHC⁸
2. Demonstrate the entity has existing relationships, or the ability to readily establish relationships, with entities engaged in expanding health coverage to individuals, including relationships with community partners, local agencies, providers and others in the region
3. Demonstrate that, on July 1, 2019, the entity will have sufficient infrastructure to house and manage program staff, collect and report outreach and enrollment statistics, staff a local call center for responding to questions, track expenditures and submit invoices
4. Demonstrate ability to comply with the privacy and security standards adopted by MHBE under 45 C.F.R. § 155.260, including requirements that individuals with access to personally identifiable information certify their compliance with the adopted standards
5. Demonstrate ability to comply with the conditions set out in the Grant Agreement, including Attachment E- Federal Funds Requirements and Restrictions and Attachment F – ~~Connector Entity Partner Conflict of Interest Affidavit~~ Conflict of Interest Standards and Disclosure.

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

⁸ See 45 C.F.R. § 155.210(c)(1)(ii); 31-113(c).

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.

III. Program Conditions

A. General Oversight. Connector Entities will be expected to participate in weekly check in calls with MHBE. The purpose of these calls will be to monitor entity effort, address entity concerns or issues, address information systems questions or challenges, and generally provide for open communication between the entity and the MHBE. Connector Entities shall also 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.⁹

B. Program Activities/ Conditions of Award. Applicants' proposals must reflect comprehensive consumer assistance services¹⁰ and 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, and,
2. Maintain accurate lists of the Navigators in the region, secure and maintain any Navigator attestations 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. Obtain a DUNS number and register in the Federal Funding Accountability and Transparency Act Subaward Reporting System.
4. Participate in meetings and calls hosted by MHBE and share information with the enrollment community in the region;
5. Maintain a physical location and presence in the region; if an organization is grantee for more than one region, it must have a main location and lead person in each region;

⁹ 45 C.F.R. § 155.1210.

¹⁰ See Ins. 31-113(c); 45 C.F.R. § 155.210(c), (e).

6. Maintain expertise in eligibility, enrollment, and program specifications for Maryland insurance affordability programs offered through Maryland Health Connection, including Medicaid, MCHP and Qualified Health Plans;
7. 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;
8. Provide post enrollment services to support successful enrollment and retention in health coverage through Maryland Health Connection including supporting consumers with reporting a change and assisting with renewals.
9. Provide advice and assistance to consumers experiencing issues with the Maryland Health Connection online system, and follow procedures established through MHBE's escalation process;
10. Initiate and guide community outreach and awareness planning and events for the region to ensure a coordinated and strategic effort, with special emphasis on reaching the uninsured and promoting the availability of local, in-person assistance;
11. Work with MHBE's Marketing Team on two open enrollment events each year, which includes coordinating local space, local marketing, and staffing the event with Certified Navigators and other appropriate staff;
12. Submit weekly during open enrollment to the MHBE Marketing Team the contact information of consumers who have been asked and agreed during a post-enrollment debrief if they would volunteer to share their story for marketing purposes;
13. 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 timely service;
14. Provide a centralized phone number, staffed by trained individuals, to serve as an information resource to the public and to collaborators;
15. 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;
16. Meet regularly with the Local Health Departments and Local Department of Social Services for the counties in the region to support consistency with MHBE/MDH policies and HBX use across caseworkers and navigators;
17. Provide information in a manner that is culturally and linguistically appropriate , including to individuals with limited English proficiency, and individuals with disabilities;
18. Maintain record of attendance at training sessions administered or required by the CE, and make evidence of attendance available to MHBE;
19. Enter all consumer information related to application and enrollment in the Maryland Health Connection website following security and confidentiality standards established by the Exchange;
20. Ensure voter registration assistance is available as directed by the MHBE;

21. Act as the funding agent for entity partners and other subcontractors in compliance with the approved budget and submit detailed support for expenditures as directed by the MHBE;
22. Make time available for the MHBE Compliance Office to conduct on-site surveys to ensure Connector Entities have policies, procedures and practices that comply with grant conditions. The Grantee shall submit and implement a corrective action plan within 30 days for on-site survey findings of non-compliance. On-site surveys will be conducted on an annual basis and may be more frequent, at the discretion of the MHBE;
23. Ensure that each member of the Partnership of Entities adheres to the activities and requirements delineated in the RFA; each partner entity is subject to the Prime Entity's procedures for monitoring partner quality performance and program integrity. These include but are not limited adherence to applicable State and federal regulations; measures in place to detect and prevent fraud, waste, and abuse; and ensuring compliance with MHBE's privacy and information technology security policies;
24. Comply with notification and approval conditions related to change in control of the Prime Entity, as further described in the Grant Agreement – Attachment C.
25. Ensure that any organization that participates in, or constitutes, a Connector Entity and is also an Application Counselor Sponsoring Entity abides 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.

C. Insurance Conditions:

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.
2. All insurance companies to be licensed or authorized to do business in the State of Maryland.
3. 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.
4. 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.

5. 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.
6. 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. The Grantee shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
8. 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.
9. Certificates of insurance and evidence of payment of premiums to be provided to the "Single Point of Contact" within 10 business days of signing the Connector Entity Grant Agreement.
10. Grantee shall maintain up-to-date insurance certificates related to conditions 1 thru 9 of this section on file with MHBE. Should insurance lapse or cancel, Grantee shall notify MHBE immediately.
11. Notwithstanding the foregoing, insurance coverage limits for governmental entities shall be subject to applicable law, as set forth in Section 7.21 of Attachment C (FY Connector Entity Program Grant Agreement – Blank, Governmental).
12. 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.

D. Additional Post-award conditions. Applicants should note the following post-award conditions:

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 finalize the enrollment targets, staffing plan, and outreach strategies outlined in their applications. Grantees who are awarded a grant for more than one region must develop separate plans to meet the specific needs of each region.
3. Grantees shall follow the MHBE procedures regarding privacy and security breaches, as described in the Non-Exchange Entity Agreement attached as Attachment D;
4. Navigator candidates must not be on the List of Excluded Individuals/Entities maintained by the DHHS Office of Inspector General.
5. Grantees shall comply with MHBE's performance measurement and reporting requirements, identified in Section IV, below.
6. 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.

IV. Performance Measurement and Reporting

- A. Quarterly Reports. Connector Entities will be required to submit quarterly reports which track outreach efforts and enrollment statistics and report on customer satisfaction (the "performance metrics"). If the organization has been awarded a grant for more than one region, reports must be submitted separately for each region. 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.
- B. Performance Metrics. On a quarterly basis and in the form that MHBE requires, Connector Entities shall provide to MHBE information on the performance metrics listed below, as updated from time to time by MHBE after notice and opportunity for comment from Connector Entities.
 1. Application and Enrollment Metrics:
 - Number of face-to-face encounters where consumer was seeking/provided with general information unrelated to application or enrollment
 - Number of face-to-face encounters where a new application was begun, but could not be completed
 - Number of face-to-face encounters resulting in a submitted application (submitted means eligibility determined)
 - Household member counts on submitted applications by program: Medicaid, MHCP, Qualified Health Plan (QHP), Dental
 - County of residence of primary applicant
 - Preferred language of primary applicant
 - Number of face-to-face encounters for technical assistance (username or password reset; ID proofing, C-TAD, 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 MIA
 - Number of face-to-face encounters where consumer was referred to HEAU
2. Outreach Metrics:
- Number of calls received
 - Number of appointments scheduled
 - Number of group presentations/ events hosted or attended by the CE staff
 - Number of encounters where a member of the CE met in-person with representative of a local organization/ entity (excludes routine/regular meetings)
 - Number of meetings/calls held jointly with local MCHP caseworkers
 - Name and readership of print outlets where CE placed an ad
 - Digital outlets utilized
 - Enrollment event statistics
3. Customer Satisfaction Survey. Questions for the customer satisfaction survey will be designed by MHBE based on the Maryland Customer Service Promise and announced prior to July 1, 2019. The surveys, to be administered by the CE to CE consumers using a confidential survey tool, will assess how satisfied consumers are when being served by navigators. Connector Entities will report the results of the CE-administered customer satisfaction survey on a quarterly basis. The Connector Entities will be responsible for offering the surveys to a minimum of 50% of their consumers.
4. Navigator Quality Assurance Initiative. To assess and maintain the quality of navigator services throughout the program, MHBE plans introduce a navigator quality assurance initiative. MHBE will administer a self-assessment to measure how well navigators feel they measure up to qualities such as firm knowledge of health insurance concepts, assimilating information on changes to the HBX system, and punctuality and attendance at scheduled meetings and calls. MHBE will also require the navigator's supervisor to make the assessment of the navigator.
- C. Enrollment targets. Targets have been set for each region for overall enrollments, and new enrollments by the CE. See the enrollment targets table below.
1. Enrollment targets include all completed enrollments in the region for the year, new and renewals, as reported by MHBE, regardless of assistance.
 2. New enrollments are enrollments resulting from navigator assistance as reported by the CEs and include:
 - a) any insurance affordability program enrollment for a person not currently enrolled in Maryland Health Connection, and
 - b) any QHP enrollment for a consumer who was enrolled in Medicaid but is no longer eligible for Medicaid
 - c) QHP renewals or plan selection changes are NOT new enrollments.

ENROLLMENT TARGETS, FY 2020				
Region	% of Total Pop	Counties	Enrollment targets	New Enrollments
Capital North	17	Montgomery	28,000	7,200
Capital South	15	Prince George's	28,000	7,200
Central	33	Baltimore City, Baltimore County, Anne Arundel	48,600	8,600
Far Western	4	Washington, Allegany, Garrett	5,000	1,300
Lower Eastern Shore	3	Wicomico, Somerset, Worcester	4,000	1,000
Mid Western	12	Howard, Frederick, Carroll	9,000	2,200
Southern	6	Calvert, Charles, St. Mary's	5,000	1,300
Upper Eastern Shore	10	Harford, Cecil, Kent, Queen Anne's, Talbot, Caroline, Dorchester	10,000	2,500

V. Financial Conditions and 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. Federal funds. 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 expenditures 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.

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.

- D. Termination. 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, grant award conditions identified in the grant agreement resulting from this RFA, and all applicable State and federal statutes and regulations.

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

- E. 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.

- F. Allowed Budget line items. Line items on invoices must align with line items in the approved budget contained in the fully executed Connector Program Grant Agreement, or in an approved modification. Budgets should be developed with the goal of maximizing the number of Navigator personnel in each region.
 - 1. Salary: direct costs of navigators, managers, executives -- salaries of managers and executives who oversee other programs should be charged to MHBE at a pro-rated rate; navigators are required to participate in Connector activities no less than 50% FTE and cannot be partially funded by a similar government program, such as Medicaid.
 - 2. 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.
 - 3. Equipment: costs for equipment maintenance, replacement and new purchase for increased staff.
 - 4. Phone/Internet/Communications service for navigators: Costs associated with navigator use of phone and internet service only; general phone/ISP services should be included with indirect costs.
 - 5. Rent/Utilities for storefront: Costs for use and maintenance of space to conduct MHC enrollment activities

6. Travel: Costs for personnel to conduct off-site activities and to attend MHBE sponsored meeting and training activities. 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.
 - No out-of- state travel is allowed, and overnight travel is anticipated to be limited.
7. 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.
8. Marketing: Costs associated with purchase/production, printing, and distribution of materials to promote Maryland Health Connection and in-person assistance. All such materials to be approved by the MHBE Marketing Team prior to distribution.
9. Office supplies: Costs for supplies needed for copying, postage, operation of equipment associated with program activities.
10. Other direct costs: Examples of other direct costs include those for background checks, Sign Language interpretation, and software licenses. These should be itemized explicitly.
11. Indirect Costs: Prime entities must limit indirect costs to 15% of total budget. Indirect costs include costs that are not directly associated with enrollment activities, yet contribute to the support of the program such as compliance, fiscal, legal, executive and administrative staff who participate at less than 50%, as well as any pro-rated rent, phone and utilities for non-dedicated locations. A delineation of what is contained in indirect costs must be included in the "Narrative/ Description/ Justification" section of the budget template.

VI. Application Process and Schedule

A. Grant Schedule. The following table outlines the schedule for important dates and activities. Unless otherwise stated, the deadline for all scheduled activities is 5:00 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	Tuesday, March 5
Pre-Application Telephone Conference	Friday, March 8
Letter of Intent to Respond Due	Wed, March 13
Last Day to Submit Inquires and Questions	Friday, March 22
Response to Questions Posted on Exchange Website	Wednesday, March 27
Final Application Submission	Wednesday, April 10
Notification of Intent to Award Issued	Approx. May 1
Final approval of grant awards by the Board of Trustees	Monday, May 20, 2019
Agreement/ contract execution	May – June 2019

B. Grant application telephone conference. Potential applicants are strongly encouraged, but not required, to attend a pre-application telephone conference regarding the Grant Application on Friday, March 8, 2019, 10:00 am
Call-in Number: 304-397-0296, PIN: 369 125 776#

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 in the Key Information Summary Sheet, 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

While the Letter of Intent to Respond is optional, 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 <http://www.marylandhbe.com/about-us/procurement/current-solicitations/> 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. Please reference “Connector Entity 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 its 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, in its sole discretion, cancel this RFA, amend this RFA before or after the initial Application due date, request updated Applications or written Application clarifications to be received by a subsequent due date, or post clarifications to this RFA without an amendment. MHBE further reserves the right to accept or reject any and all Applications, in whole or in part, received in response to this RFA, to waive or permit the cure of minor irregularities, and to conduct discussions with all eligible or potentially eligible Applicants in any manner necessary to serve the best interests of MHBE. Where oral discussions occur, Applicants must confirm in writing any substantive oral clarification of, or change in, their Applications made in the course of discussions. Any such written clarifications or changes shall become part of the Applicant’s Application and incorporated into the Grant Agreement.

MHBE’s clarifications to the RFA, RFA amendments and questions and responses related to the RFA will be posted at <http://www.marylandhbe.com/about-us/procurement/current-solicitations/>.

Option year renewal correspondence will be emailed directly to successful Applicants and will contain any updated conditions, budget information and deadlines for response.

E. 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; individual replacement pages will not be accepted. Late submissions will not be accepted. MHBE reserves the right to request updated grant proposals following its amendment of the RFA. Should MHBE amend the RFA after the due date provided in the Grant Schedule, above, it will provide an updated due date for amended proposals.

F. Public Information Act Notice.

An Applicant should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the 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 first page of the Technical proposal and if applicable, separately after the first page of the Financial Proposal.

Applicants are advised that, upon request for this information from a third party, the MHBE is required to make an independent determination whether the information must be disclosed.

G. Protests

This Connector Entity Request for Applications does not constitute a procurement and is not subject to bid protest under Section VII of MHBE's Procurement Policies and Procedures. Any dispute related to a grant awarded as a result of this RFA that is not subject to the authority granted to the Commissioner of Insurance under Section 31-113 of the Insurance Article, Maryland Annotated Code, shall be subject to the Disputes clause in the resulting grant agreement. See Attachment C.

VII. Application Instructions FY 2020

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 #19-01 Connector Entity Program Grants.” The e-mail shall provide the following attachments:

1. One attachment labeled “ApplicantName.FY2020.TechResponse” containing the Technical Proposal contents and all required signed Attachments, in PDF format.
2. A second attachment labeled “ApplicantName.FY2020.FinlResponse” containing the Financial Proposal contents, signed and in Excel and PDF format.
3. A third attachment labeled “ApplicantName.FY2020.PIAResponse”, including the technical and financial responses in searchable Adobe .pdf format for Public Information Act (PIA) requests (this copy shall be redacted so that confidential and/or proprietary information has been removed (see Section VI.F of the RFA “Public Information Act Notice”). If an Offeror chooses to submit its Proposal without identifying any information that is confidential/proprietary, it should still provide the third attachment required here and label it “PIA”, even though no information therein will be redacted.

Applicants must respond to each 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. 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.

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

The Technical response shall include the following information in the order specified as follows:

A. Description of Connector Entity within the Region

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, including ownership and organizational structure

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 the criteria below. Applicants are encouraged to reference data, both published and otherwise, to demonstrate their understanding of the specific needs of the region. Include information related to:
 - Knowledge of and/or connection to the region for which the applicant is applying
 - existing relationships, or the ability to readily establish relationships, that may result in expanding health coverage to individuals, including relationships with consumers, community partners, and local agencies in the region;
 - experience in providing assistance to consumers likely to be eligible for health coverage programs offered through the Maryland Health Connection, including the vulnerable, underserved and hard to reach;
 - experience in conducting outreach activities related to enrollment in health insurance programs

- sufficient infrastructure available on July 1, 2019 to house and manage program staff, collect and report outreach and enrollment statistics, staff a local call center for responding to questions, track expenditures and submit invoices
 - ability to comply with the privacy and security standards within the Non-Exchange Entity Agreement, Attachment D of this RFA
4. Discuss the applicant's existing connection and current relationship (or the ability to readily establish them) with the following groups/ organizations with respect to health plan enrollment:
- Health insurance producers
 - Application Counselor Sponsoring Entities
 - Hospitals/ Healthcare providers
 - Other organizations in the region associated with health plan enrollment

B. Description of Proposed Approach

NOTE: Grantees who are applying for a grant for more than one region must develop separate plans to meet the specific needs of each region.

1. Staffing and infrastructure plan

Location of Navigators – Using a map and/or list format, describe where navigators and others supporting navigator activity will be deployed across the region. Include location, hours and days of the week a navigator will be on site. Address how this may change during open enrollment, including plans for making in-person assistance available to consumers outside of normal business hours. Include a description of how the program will respond when demand for navigator assistance exceeds capacity.

Describe the overall approach for serving consumers, i.e. will appointments be taken? Can consumers self-schedule? Will there be walk-in locations or hours? If there are plans to use grant funds for rent, describe the facilities and what the grant funds will cover, also indicate if the space or building is shared with any other program, and describe any interaction/ collaboration.

Infrastructure activities – Briefly describe plans for the following: Client/ Enrollment Tracking, Local Call Center (plan for answering questions and meeting the needs of consumers by phone), fiscal liaison for the program, budgeting and fiscal tracking, timely submission of invoices.

2. Communication/Collaboration Plan for the Region – Describe plans for collaboration with each local health department and local department of social services in the region. Details should include plan for routine collaboration with

local health department MCHP case workers, on-site schedule of navigators, hand off procedures, participation of local agency staff in CE events/outreach activities, collaboration on escalations, CE participation in local agency-related activities.

If creating a partnership of entities, provide a description of the contribution provided by each partner, and how this will enhance outreach and enrollment capacity for the CE.

Address plans for handling escalation of cases within the CE and sharing of information and best practices across the entity, covering all certified staff, including navigators housed at partner entities. Also include plans for regular review of system changes along-side local agency staff and others involved with Medicaid eligibility in the region.

Letters of support from local agency, partner and stakeholder leadership may be submitted to augment this section (and will not count against the page total).

3. Outreach, Marketing and Events Plan –Provide a description of the outreach plan for the year. Each region should customize their approach according to regional demographics, while keeping in mind the statewide target populations of young adults, ages 18-34, African-Americans, and Latinos. Include in your plan specific target populations within your region with whom you plan to engage (for a list of MHBE Targets for Outreach, see Attachment G) and provide a detailed description of outreach activities navigators will perform.

The MHBE expects strong communication between the CEs and the MHBE Marketing and Outreach team in these endeavors. Please include how you will work with the MHBE team and

- identify the member(s) of your team who will be the liaison with the marketing and outreach team.
 - provide a detailed description of the marketing strategy, including estimated funding amounts for any outside advertising development or purchase.
 - describe how the CE has participated in the outreach opportunities provided by the statewide partnerships arranged by the MHBE Marketing and Outreach team and your plans to participate in the coming year.
 - include preliminary plans for enrollment events, including participation in the MHBE statewide events.
4. Navigator Training and Quality Assurance Plan - Address how the applicant will provide training to ensure that all navigators, including those at partner sites, 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. Include a detailed description of how

navigators will be routinely evaluated by the CE. Also include how the CE will incorporate the State of Maryland Customer Service Promise which pledges to provide constituents, businesses, customers and stakeholders with services which are friendly and courteous, timely and responsive, accurate and consistent, accessible and convenient and truthful and transparent. If applicant is planning to engage navigators at partner sites, include a description of how these navigators will be incorporated into training and quality assurance activities.

C. Required Attachments

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

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

D. 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 fourteen (14) Business Days, unless noted otherwise:

- Attachment C – FY 2020 Connector Program Grant Agreement
- Attachment D – Non-Exchange Entity Agreement

APPLICATION PART II (Financial Response)

1. Required Budget Documents

Applicants must prepare a budget for the period of July 1, 2019 to June 30, 2020. 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. 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 letter of intent.

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).

Please use the following template to submit budget figures. A budget reflecting the entire Connector program should be submitted along with separate templates for the Prime Entity and each sub-contractor/ partner. The narrative/ description/ justification section should be completed for each line item.

		Year 7 7/1/19 to 6/30/20 BUDGET REQUEST	Narrative/ Description/ Justification
CE PROGRAM TOTAL			
Salaries/ Personnel costs:			
Managers/ Execs (non navigator)			(include names and % time)
Navigators			(separate lead/mgrs)
Other Personnel > 50%: please list			(include names and % time)
Fringe (if not included above)			
Total Salary & Fringe			
Other costs:			
Equipment			
Phone/ Communications			
Internet/ IT			
Rent for storefront			
Utilities associated with storefront			
Travel			
Training			
Marketing			
Office Supplies			
Other Direct Costs(specify):			
Indirect costs (all added must be \leq 15%)			(include description of what is included)
Total Other costs			
TOTAL			

2. Allowed Budget line items:

Salary: direct costs of navigators, managers, executives -- salaries of managers and executives who oversee other programs should be charged to MHBE at a pro-rated rate; navigators are required to participate in Connector activities no less than 50% FTE and cannot be partially funded by a similar 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: costs for equipment maintenance, replacement and new purchase for increased staff.

Phone/Internet/Communications service for navigators: Costs associated with navigator use of phone and internet service only; general phone/ISP services should be included with indirect costs

Rent/Utilities for storefront: Costs for use and maintenance of space to conduct MHC enrollment activities

Travel: Costs for personnel to conduct off-site activities and to attend MHBE sponsored meeting and training activities. 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.
- No out-of- state travel is allowed, and overnight travel is anticipated to be limited.

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 materials to promote Maryland Health Connection and in-person assistance. All such materials to be approved by the MHBE Marketing Team prior to distribution.

Office supplies: Costs for supplies needed for copying, postage, operation of equipment associated with program activities

Other direct costs: Examples of other direct costs include those for background checks, Sign Language interpretation, and software licenses. These should be itemized explicitly.

Indirect Costs: Prime entities must limit indirect costs to 15% of total budget. Indirect costs include costs that are not directly associated with enrollment activities, yet contribute to the support of the program such as compliance, fiscal, legal, executive and administrative staff who participate at less than 50%, as well as any pro-rated rent, phone and utilities for non-dedicated locations. A delineation of what is contained in indirect costs must be included in the "Narrative/ Description/ Justification" section of the budget template.

VIII. Evaluation Process and Criteria

A. MHBE intends to award a grant in each region to the eligible organization or partnership of organizations that submits an application MHBE determines to be the most advantageous to the State in that region. Organizations or partnerships of organizations that an Evaluation Committee determines do not meet the eligibility criteria in RFA § II.E will not be further evaluated for award. MHBE will consider the following criteria in making each award (number one will be considered the most important criteria and all others of equal importance after number one):

1. Entity provides a staffing plan which provides for the maximum number of certified navigators to be available for consumer assistance during open enrollment;
2. Entity provides an infrastructure plan which is on scale with planned activities;
3. Entity has a communication and coordination plan which demonstrates regular communication with local agencies and a commitment to collaboration with partners and other organizations in the region;
4. Entity demonstrates that the planned activities in the outreach and marketing plan are likely to reach the target populations chosen and described in the proposal;
5. Entity has a navigator quality assurance plan that shows a commitment to excellence and oversight of all navigators in the region;
6. Entity proposes a budget that is in alignment with activities outlined in the proposal

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/>.

IX. Attachments

- A. Glossary for the MHBE Connector Entity Program Grants
- B. Partnership of Entities, Letter of Intent – Signed letter from each partner to be submitted with application
- C. FY 2020 Connector Program Grant Agreement – to be signed within fourteen days of notice of award
- D. Non-Exchange Entity Agreement – to be signed within fourteen days of notice of award
- E. Federal Funds Requirements and Restrictions – to be submitted with application
- F. ~~Connector Entity Partner Conflict of Interest Affidavit~~ Conflict of Interest Standards and Disclosure – to be submitted with application
- G. Targets for Outreach

ATTACHMENT A – GLOSSARY FOR THE MHBE CONNECTOR ENTITY PROGRAM GRANTS

For the purpose of the Connector Entity Program grant for FY 2020, 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 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
Connector Entity	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.
Connector Program, or Navigator Program	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.
Managed Care Organization	(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 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.
MHBE Marketing Team	Members of the staff of the MHBE Marketing and Web Strategies office, including the Communications and Outreach Coordinator
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.

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, shall be 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 shall 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 shall 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;

- The undersigned Partner Entity acknowledges and agrees that it shall be subject to the same terms and conditions as the Prime Entity and shall be subject to oversight by the MHBE as well as the MIA.
- The undersigned Partner Entity agrees to abide by the Prime Entity's procedures for monitoring partner quality performance;
- 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
- 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 FY 2020, Solicitation No. 19-01, issued on or about March 5, 2019.

Partner Organization Name: _____

PRINT Name of Partner Organization Authorized Representative and Affiant

Signature: _____ Date: _____

Prime Entity Name: _____

PRINT Name of Prime Entity Authorized Representative and Affiant

Signature: _____ Date: _____

ATTACHMENT C – FY 2020 CONNECTOR ENTITY PROGRAM GRANT AGREEMENT –
BLANK, NON-GOVERNMENTAL

**BLANK – MODEL NON-GOVERNMENTAL ENTITY
CONNECTOR ENTITY PROGRAM GRANT AGREEMENT FOR FY 2020**

Grant Number: _____ - FY 2020	Grantee (legal name and DUNS Number):	
Title of Project: Maryland Health Benefit Exchange Connector Entity Grant Program – _____ Region		
Amount of Grant:	Period of Grant: July 1, 2019 – June 30, 2020	Date of Award: July 1, 2019
Grant Officer (name, title, address, e-mail, phone, fax) Heather Forsyth Director, Consumer Assistance, Eligibility & Business Integration 750 E Pratt Street, Floor 6 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 6 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:		

**BLANK – MODEL NON-GOVERMENTAL ENTITY
CONNECTOR ENTITY PROGRAM GRANT AGREEMENT FOR FY 2020**

This Fiscal Year 2020 Connector Entity Program Grant Agreement, together with all attachments (this “Agreement”), is made as of the 1st day of July, 2020 (“Effective Date”), by and between the Maryland Health Benefit Exchange (“MHBE”) and _____ (the “Grantee”).

1. Background.

- 1.1 Capitalized terms not defined in this Agreement shall have the meanings in (a) statute or regulation or, (b) if not therein defined, in the MHBE Request for Applications #19-01, Connector Entity Program Grants FY 2020, issued on or about March 5, 2019 (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, any renewal instructions issued for fiscal years 2021 and 2022, 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, and any renewal instructions

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 E — the Grantee’s Program Narrative for the fiscal year dated _____

Exhibit F — the Grantee’s Financial Response for the fiscal year dated _____

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

Exhibit H — the Grantee’s Conflict of Interest ~~Disclosure and Attestation~~ Standards and Disclosure.

Exhibit I — the Conflict of Interest ~~and Disclosure Attestations~~ Standards and Disclosure from each partner-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 (the “Initial Grant Period”) with two, one-year renewal options at the sole discretion of MHBE.
- 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 the RFA Section III, 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. Grantee shall provide to MHBE and/or to any successor grantee selected by MHBE (the “Successor Grantee”) any assistance MHBE reasonably requests to effect the orderly transition of services provided under the Statement of Work, in whole or in part, to MHBE or the Successor Grantee following (a) MHBE’s notice to the Grantee of termination of this Agreement or (b) MHBE’s selection of the Successor Grantee to perform services after the end of the Initial Grant Period or any option year exercised by MHBE.

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

- 4.1 Amount: The amount of the grant in Fiscal Year 2020 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 performance reports discussed in Section IV, and quarterly financial 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 D (Attachment E to the RFA, including E-1, E-2 and E-3) and are hereby incorporated in Exhibit D. Execution of this Agreement indicates Grantee's agreement with all conditions set forth in Exhibit D (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 § III.C. 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 § III.C 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 G, 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. Such participation shall include cooperation with any records requests from, or site visits by, the entities identified in Section 15 of this Agreement.

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 (MPIA) 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; (e) which such party is required to disclose by law; or (f) which MHBE determines does not constitute confidential information under the MPIA..
- 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; Change in Control.

- 21.1 Grantee shall 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 Grantee shall provide no less than 45 days advance written notice to MHBE of any proposed change in control of the Grantee's Prime Entity. "Prime Entity", for purposes of this Agreement, shall have the meaning set forth in the Conflict of Interest Standards and Disclosure (RFA Attachment F) incorporated into this Agreement pursuant to Section 2.1. "Change in control", for purposes of this Agreement, shall include but not be limited to: (a) a change in the Prime Entity's ownership; (b) a change in the individuals who constitute the Prime Entity's board of directors, such that the individuals who constitute the Prime Entity's incumbent board cease for any reason to constitute at least a majority of the Prime Entity's board; or (c) a reorganization, merger, share exchange, consolidation, or sale or

disposition of all or substantially all of the assets of the Prime Entity. MHBE shall have the right, when so notified, to terminate this Agreement.

22. This Agreement shall bind the respective successors and assigns of the parties.

23. Disputes. This Disputes clause shall govern all disputes under this Agreement that are not subject to the authority of the Maryland Commissioner of Insurance under Md. Code Ann., Ins. § 31-113.

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

23.2 Within thirty (30) days of when the Grantee knows or should have known of the basis for a claim relating to the Agreement, it shall file a written notice of claim on its letterhead to the MHBE Executive Director. Contemporaneously with, or within thirty (30) days after filing the notice of claim, the Grantee shall submit the written claim to the Executive Director. The claim shall be in writing and shall contain: a) An explanation of the claim, including reference to all Agreement provisions upon which it is based; b) The amount of the claim; c) The facts upon which the claim is based; d) All pertinent data and correspondence that the Grantee relies upon to substantiate the claim; and e) a certification by a senior official, officer, or general partner of the Grantee or its subcontractor that, to the best of the person’s knowledge and belief, the claim is made in good faith, supporting data are accurate and complete, and the amount requested accurately reflects the grant amount for which the person believes the MHBE is liable. The Executive Director shall issue a final, written decision on the claim as expeditiously as possible. Any final decision of the Executive Director may award a Grantee’s claim only for those expenses incurred not more than thirty (30) days before the Grantee initially filed its notice of claim.

23.3 If the final decision of the Executive Director grants the claim in part and denies the claim in part, the MHBE shall pay the Grantee the undisputed amount. Payment of the partial claim will not be construed as an admission of liability by the MHBE and does not preclude the MHBE from recovering the amount paid if a subsequent determination modifies the final decision. Final decisions of the Executive Director for claims for monetary amounts less than \$50,000 are not appealable to the MHBE Board of Trustees.

23.4 Within ten (10) days of receipt of final decision of the Executive Director, the Grantee may file an appeal to the MHBE Board of Trustees for either claims for monetary amounts of \$50,000 or greater or for claims involving non-monetary relief. Contemporaneously with, or within twenty (20) days after filing the notice of appeal, the Grantee shall submit its written appeal to the MHBE Board of Trustees. The Board of Trustees shall issue a final decision resolving appeals of claims for \$50,000 or more and those for non-monetary relief. The Grantee’s timely appeal to the MHBE Board of Trustees shall be a strict condition precedent to the Grantee pursuing any legal rights which it alleges or which may exist in any other forum.

23.5 Pending resolution of a claim, the Grantee shall proceed diligently with the performance of the Agreement in accordance with the Executive Director's decision.

23.6 Nothing in this section shall be construed to limit the MHBE's right to withhold payments from the Grantee, direct the Grantee to perform pursuant to the terms of the Agreement, or to exercise any other rights allowed by the Agreement or at law.

24. 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 C – FY 2020 CONNECTOR ENTITY PROGRAM GRANT AGREEMENT –
BLANK, GOVERNMENTAL

**CONNECTOR ENTITY GRANT AGREEMENT FOR FY2020
BLANK - GOVERNMENTAL**

Grant Number: _____ - FY 2020	Grantee (legal name and DUNS Number):	
Title of Project:		
Amount of Grant:	Period of Grant:	Date of Award:
Grant Officer (name, title, address, e-mail, phone, fax) Heather Forsyth Director, Consumer Assistance, Eligibility & Business Integration 750 E Pratt Street, Floor 6 Baltimore, MD 21202 heather.forsyth@maryland.gov t 410-547-6327 f 410-547-7373	Connector Program Manager (name, title, address, email, phone, fax): Ginny Seyler, M.H.S. Connector Program Manager 750 E Pratt Street, Floor 6 Baltimore, MD 21202 ginny.seyler@maryland.gov t 410-547-6815 f 410 547-7373	
Connector Entity Contact(s) (name, title, address, email, phone, fax):		
Connector Entity Project Officer:		

**BLANK – MODEL GOVERNMENTAL ENTITY
CONNECTOR ENTITY PROGRAM GRANT AGREEMENT FOR FY 2020**

This Fiscal Year 2020 Connector Entity Program Grant Agreement, together with all attachments (this “Agreement”), is made as of the 1st day of July, 2020 (“Effective Date”), by and between the Maryland Health Benefit Exchange (“MHBE”) and _____ (the “Grantee”).

1. Background.

1.1 Capitalized terms not defined in this Agreement shall have the meanings in (a) statute or regulation or, (b) if not therein defined, in the MHBE Request for Applications No. 19-01, Connector Entity Program Grants, issued on or about March 5, 2019, (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 and the Renewal Instructions, subject to the Parties’ execution of this Agreement.

2. Scope of Work.

The grant shall be used exclusively for the purposes described in the RFA, the Renewal Instructions, and this Agreement, including Exhibits A—I 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, and any renewal instructions

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 E — the Grantee’s Program Narrative for the fiscal year dated _____

Exhibit F — the Grantee’s Financial Response for the fiscal year dated _____

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

Exhibit H — the Grantee’s Conflict of Interest ~~Disclosure and Attestation~~Standards and Disclosure.
Exhibit I — the Conflict of Interest ~~and Disclosure Attestations executed by all Connector Entity~~
~~Partners~~Standards and Disclosure from each partner, 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.

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 § II.E, the requirements identified in the Attachments listed in RFA § VII. C. and D., Renewal Instructions, 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 2020 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 performance reports discussed in Section IV, and quarterly financial 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 D (Attachment E to the RFA, including E-1, E-2 and E-3) and are hereby incorporated in Exhibit D. Execution of this Agreement indicates Grantee's agreement with all conditions set forth in Exhibit D (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 § III.C. 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 § III.C may result in termination of this Agreement.

PLEASE NOTE, THERE ARE TWO VERSIONS OF SECTION 7.24-11 IN THIS BLANK AGREEMENT

[*Section 7.24-11 for non-State governmental units*]. Notwithstanding the foregoing, MHBE shall deem Grantee to be in compliance with the insurance requirements under this Section 7 if the [non-State governmental jurisdiction] Self-Insurance Fund includes coverage for Grantee under this Agreement in the amounts set forth in Md. Code Ann., Cts. & Jud. Proc. § 5-303, as the same may be amended from time to time. Further, [local non-State governmental jurisdiction] shall maintain an up-to-date Certificate of Self-Insurance on file with MHBE, as required in RFA § III.C. For the avoidance of doubt, the requirements set forth in Section 7.11 through 7.18 and 7.20 apply without change to each partner in a partnership of entities agreement of which subject to to Md. Code Ann., Cts. & Jud. Proc. § 5-301 et seq.; Section 7.19 applies without change to Grantee.

[*Section 7.24-11 for State governmental units*]. Notwithstanding the foregoing, MHBE shall deem Grantee to be in compliance with the insurance requirements under this Section 7 if the Grantee, acting hereunder as a State program using State employees, provides a certificate of self-insurance from the State Treasurer's Office demonstrating that the Grantee is covered by self-insurance provided by the State pursuant to Md. Code Ann., State Fin. & Proc. ("SFP") § 9-101 et seq. Further, the Grantee shall maintain an up-to-date Certificate of Self-Insurance on file with MHBE, as required in RFA § III.C. For the avoidance of doubt, the requirements set forth in Section 7.11 through 7.18 and 7.20 apply without change to each partner in a partnership of entities agreement of which Grantee is the Prime Entity, unless that partner also provides

evidence that it is subject to SFP § 9-101 et seq.; Section 7.19 applies without change to Grantee.

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 G, 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.

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.

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.

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.

PLEASE NOTE, THERE ARE TWO VERSIONS OF SECTION 16.2 IN THIS BLANK AGREEMENT

16.2 [Section 16.2 for non-State governmental units] Notwithstanding the foregoing, any indemnification given by Grantee is subject to applicable law and contingent upon the appropriation and encumbrance of funds and is subject to the applicable notice requirements, types of damages and damages limitations stated in the Local Government Tort Claims Act (the "LGTCA"), Md. Code Ann., Cts. & Jud. Proc. § 5-301 et seq., as amended from time to time. For the avoidance of doubt, Grantor and Grantee agree that the LGTCA is not applicable to any non-governmental or other entities not expressly subject to its provisions, including any partners under the partnership of entities agreement for which Grantee is the Prime Entity.

16.2 [Section 16.2 for State governmental units]. Notwithstanding the foregoing, any indemnification given by Grantee is subject to applicable law and contingent upon the appropriation and encumbrance of funds and is subject to the applicable notice requirements, types of damages and damages limitations in Section 12 of the Maryland Code Annotated, State Government ("SG") Article, including Title 12, Subtitle 1 (the Maryland Tort Claims Act or "MTCA"), SG Title 12, Subtitle 4 and COMAR 25.02.02, as each may be amended from time to time. For the avoidance of doubt, Grantor and Grantee agree that Title 12 and COMAR 25.02.02 are not applicable to any non-governmental or other entities not expressly subject to its provisions, including any partners under the partnership of entities agreement for which Grantee is the Prime Entity.

16.3 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.

16.4 MHBE has 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.

PLEASE NOTE, THERE ARE TWO VERSIONS OF SECTION 22 IN THIS BLANK AGREEMENT

22. Disputes. [*Disputes clause for non-State governmental units*]. This Disputes clause shall govern all disputes under this Agreement that are not subject to the authority of the Maryland Commissioner of Insurance under Md. Code Ann., Ins. § 31-113.

- 22.1 As used herein, a “claim” means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment, or interpretation of grant terms, or other relief, arising under or relating to this Agreement. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to claim for the purpose of this clause.
- 22.2 Within thirty (30) days of when the Grantee knows or should have known of the basis for a claim relating to the Agreement, it shall file a written notice of claim on its letterhead to the MHBE Executive Director. Contemporaneously with, or within thirty (30) days after filing the notice of claim, the Grantee shall submit the written claim to the Executive Director. The claim shall be in writing and shall contain: a) An explanation of the claim, including reference to all Agreement provisions upon which it is based; b) The amount of the claim; c) The facts upon which the claim is based; d) All pertinent data and correspondence that the Grantee relies upon to substantiate the claim; and e) a certification by a senior official, officer, or general partner of the Grantee or its subcontractor that, to the best of the person’s knowledge and belief, the claim is made in good faith, supporting data are accurate and complete, and the amount requested accurately reflects the grant amount for which the person believes the MHBE is liable. The Executive Director shall issue a final, written decision on the claim as expeditiously as possible. Any final decision of the Executive Director may award a Grantee’s claim only for those expenses incurred not more than thirty (30) days before the Grantee initially filed its notice of claim.
- 22.3 If the final decision of the Executive Director grants the claim in part and denies the claim in part, the MHBE shall pay the Grantee the undisputed amount. Payment of the partial claim will not be construed as an admission of liability by the MHBE and does not preclude the MHBE from recovering the amount paid if a subsequent determination modifies the final decision. Final decisions of the Executive Director for claims for monetary amounts less than \$50,000 are not appealable to the MHBE Board of Trustees.
- 22.4 Within ten (10) days of receipt of final decision of the Executive Director, the Grantee may file an appeal to the MHBE Board of Trustees for either claims for monetary amounts of \$50,000 or greater or for claims involving non-monetary relief. Contemporaneously with, or within twenty (20) days after filing the notice of appeal, the Grantee shall submit its written appeal to the MHBE Board of Trustees. The Board of Trustees shall issue a final decision resolving appeals of claims for \$50,000 or more and those for non-monetary relief. The Grantee’s timely appeal to the MHBE Board of Trustees shall be a strict condition precedent to the Grantee pursuing any legal rights which it alleges or which may exist in any other forum.
- 22.5 Pending resolution of a claim, the Grantee shall proceed diligently with the performance of the Agreement in accordance with the Executive Director’s decision.

22.6 Nothing in this section shall be construed to limit the MHBE's right to withhold payments from the Grantee, direct the Grantee to perform pursuant to the terms of the Agreement, or to exercise any other rights allowed by the Agreement or at law.

22. Disputes. [*Disputes Clause for State governmental units*]. If any dispute arises under this Agreement, the Parties agree to attempt to resolve the issue at the lowest management level of each Party. In the event the issue remains unresolved, the Parties agree to immediately escalate the issue to upper-level management for their consideration. In all events, the Parties will negotiate, in good faith, a mutually agreeable solution. Pending resolution of the dispute, the Grantee shall proceed diligently with the performance of the Agreement. Notwithstanding the foregoing, nothing in this section shall be interpreted to impair MHBE's authority to withhold payments from the Grantee, direct the Grantee to perform pursuant to the terms of the Agreement, or to exercise any other rights allowed by the Agreement or at law.

23. 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

Name

Title

Date

Signature of Authorized Official

Name

Title

Date

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

BY: _____
Signature

Name (Type or Print)
Assistant Attorney General, MHBE

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

BY: _____
Signature

Name (Type or Print)
Assistant Attorney General, Grantee

ATTACHMENT D – NON-EXCHANGE ENTITY AGREEMENT –
STANDARD FORM (BLANK)

**MARYLAND HEALTH BENEFIT EXCHANGE
NON-EXCHANGE ENTITY AGREEMENT**

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 _____, (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. § 155.100, 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 Maryland Health Benefit Exchange Request for Grant Applications: _____ [Name of RFA], Solicitation No. _____ (the “RFA”); and

WHEREAS, the Non-Exchange Entity has been notified of award and, pursuant to the RFA, must enter into a grant agreement setting forth the terms of the grant (the “Underlying Agreement”); and

WHEREAS, the execution of this MOU 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”); 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 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

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

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

1. **“Breach”** shall mean the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose.

2. **“Incident”** shall mean a violation or imminent threat of violation of security policies, acceptable use policies, or standard practices. This includes attempts (including both 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 characteristics 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-17-12 (January 3, 2017) (“PII refers to information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.”).

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 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.
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 MOU 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 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.

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 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. (Complete to extent possible EXHIBIT 1, attached hereto.)

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 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;

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 MOU.

E. Term and Termination.

1. 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.

2. 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.

3. 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.

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

F. **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.

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 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.

H. **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.

I. **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.

J. **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.

K. **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, 6th Floor
Baltimore, MD 21202
Phone: (410) 547-1838
Email: caterina.pangilinan@maryland.gov

With a copy to:
Sharon S. Street, Principal Counsel
Office of the Attorney General
Maryland Health Benefit Exchange Division
750 E. Pratt Street, 6th 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: _____

Form Non-Exchange Entity MOU
approved as to form and legal sufficiency
on March 1, 2019 on file with MHBE.

Form Date: 03.01.2019

EXHIBIT 1
MHBE NOTIFICATION OF ACTUAL OR POTENTIAL
PRIVACY – IT SECURITY INCIDENT REPORT

Date Reported to MHBE: _____

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 reporting agency _____ (“Insert Non-Exchange Entity name”). Non-Exchange Entity hereby notifies MHBE that there has been an actual or potential 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. Please provide as much detail as possible.

1) Description of the breach:

2) Were documents inappropriately loaded into wrong account? Yes No

If “yes,” in wrong account, Full Name of Account Owner			Application ID	Document ID(s)
(First)	(Middle)	(Last)		

3) Was breach identified from work list or in application while assisting a customer? Yes No

4) Date of discovery of the breach: _____ Date of the breach: _____

5) Does the breach involve 500 or more individuals? Yes/No

6) Number of individuals “affected” (read: Number whose PII was exposed) by the breach: _____

7) Name(s) of individuals “affected” by the breach (read: whose PII was expose): (attach list if over 5)

.1	_____	Application ID	_____
.2	_____	Application ID	_____
.3	_____	Application ID	_____
.4	_____	Application ID	_____
.5	_____	Application ID	_____

8) For each “affected” individual, explicitly list the types of unsecured PII that were involved in the breach (such as “full name”, “Social Security number”, “date of birth”, “Medicaid number”, “home address”, “account number”, “passport number,” or other number.. *(Please refrain from simply identifying the type of document)*):

Name(s) of “Affected” Party	Document ID #	Types of PII
.1 _____	_____	_____
.2 _____	_____	_____
.3 _____	_____	_____
.4 _____	_____	_____
.5 _____	_____	_____

9) Was breach caused by reporting entity? Yes No

If “yes,” Description of what Non-Exchange Entity is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

10) Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

Please securely email completed form to caterina.pangilinan@maryland.gov or call Cat Pañgilinan, MHBE Chief Compliance Officer, at 410-547-1838, if you have any questions. Thank You!

(FORM) MHBE Notification of Privacy-IT Security Incident Report 03.01.2019

ATTACHMENT D – MHBE NON-EXCHANGE ENTITY MEMORANDUM OF UNDERSTANDING (MOU) FOR GOVERNMENTAL ENTITIES (BLANK)

**MARYLAND HEALTH BENEFIT EXCHANGE
STANDARD MEMORANDUM OF UNDERSTANDING (MOU)
INTRA-AGENCY/INTERGOVERNMENTAL AGREEMENT FOR GRANT APPLICANTS**

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. § 155.100, 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 Maryland Health Benefit Exchange Request for Grant Applications: _____ [Name of RFA], Solicitation No. _____ (the “RFA”); and

WHEREAS, the Non-Exchange Entity has been notified of award and, pursuant to the RFA, must enter into a grant agreement setting forth the terms of the grant (the “Underlying Agreement”); and

WHEREAS, the execution of this MOU 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”); 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 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 loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose.

6. **“Incident”** shall mean a violation or imminent threat of violation of security policies, acceptable use policies, or standard practices. This includes attempts (including both 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 characteristics 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-17-12 (January 3, 2017) (“PII refers to information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.”).

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. (Complete to extent possible EXHIBIT 1, attached hereto.)

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, 6th Floor
Baltimore, MD 21202

Phone: (410) 547-1838
Email: caterina.pangilinan@maryland.gov

With a copy to:
Sharon S. Street, Principal Counsel
Office of the Attorney General
Maryland Health Benefit Exchange Division
750 E. Pratt Street, 6th 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: _____

Form Non-Exchange Entity MOU
approved as to form and legal sufficiency
on March 1, 2019 on file with MHBE.

Form Date: 03.01.2019

EXHIBIT 1

**MHBE NOTIFICATION OF ACTUAL OR POTENTIAL
PRIVACY – IT SECURITY INCIDENT REPORT**

Date Reported to MHBE: _____

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 reporting agency _____ (“Insert Non-Exchange Entity name”). Non-Exchange Entity hereby notifies MHBE that there has been an actual or potential 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. Please provide as much detail as possible.

1) Description of the breach:

2) Were documents inappropriately loaded into wrong account? Yes No
If “yes,” in wrong account, Full Name of Account Owner

(First) (Middle) (Last)
Application ID _____ Document ID(s) _____

3) Was breach identified from work list or in application while assisting a customer? Yes No

4) Date of discovery of the breach: _____ Date of the breach: _____

5) Does the breach involve 500 or more individuals? Yes/No

6) Number of individuals “affected” (read: Number whose PII was exposed) by the breach: _____

7) Name(s) of individuals “affected” by the breach (read: whose PII was expose): (attach list if over 5)

1. _____ Application ID _____
2. _____ Application ID _____
3. _____ Application ID _____
4. _____ Application ID _____
5. _____ Application ID _____

8) For each “affected” individual, explicitly list the types of unsecured PII that were involved in the breach (such as “full name”, “Social Security number”, “date of birth”, “Medicaid number”, “home address”, “account number”, “passport number,” or other number.. *(Please refrain from simply identifying the type of document)*):

Name(s) of “Affected” Party	Document ID #	Types of PII
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

9) Was breach caused by reporting entity? Yes No

If “yes,” Description of what Non-Exchange Entity is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

10) Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

Please securely email completed form to caterina.pangilinan@maryland.gov or call Cat Pañgilinan, MHBE Chief Compliance Officer, at 410-547-1838, if you have any questions. Thank You!

(FORM) MHBE Notification of Privacy-IT Security Incident Report 03.01.2019

ATTACHMENT E – FEDERAL FUNDS REQUIREMENTS AND RESTRICTIONS

A Summary of Certain Federal Fund 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) Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both recipients and sub-recipients) which expend a total of \$750,000 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 Title 2 CFR 200, Subpart D. All sub-grantee audit reports, performed in compliance with Title 2 CFR 200 shall be forwarded within 30 days of report issuance to the Contract Monitor.

B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

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

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An

affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

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

- 1) 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.
- 2) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- 3) 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.
- 4) 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.
- 5) 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 committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 6) 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 II of the Federal Executive pay scale, 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 (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally performed 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.

J) All sub-recipients of federal funds comply with Section 1557 of the Patient Protection and Affordable Care Act of 2010, and regulations promulgated thereunder, as the same may be amended from time to time.

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	Date Signed

ATTACHMENT E-2
DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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.
11. (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).
12. 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 shall 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

ATTACHMENT G – TARGETS FOR OUTREACH

Maryland Health Benefit Exchange Targets for Outreach

Always on our radar:

Young adults

Minority communities such as African-Americans and Hispanics

People with Limited English Proficiency

People living in rural areas

Soon to become eligible:

Changing marital status

Turning 26

Employment ending/ losing coverage

Vulnerable/ hard to reach:

Mental illness / substance use disorder

Deaf/ Hard of hearing

Mixed immigration status households

Special populations:

Employed with no health insurance

Jobless

Self-employed (traditional and “gig economy”)

Low education level

LGBTQ population