



Solicitation Addendum

Solicitation Number: 30-190485-DHB
Solicitation Description: Ombudsman Services
Solicitation Opening Date and Time: July 16, 2019 by 2:00 PM ET
Addendum Number: 2
Addendum Date: June 20, 2019
Addendum Description/Purpose: Revisions to the RFP
Contract Specialist: Charles Barnette
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NOTIFICATIONS AND INSTRUCTIONS:

1. Return one properly executed copy of this Addendum with response. Failure to sign and return this Addendum may result in the rejection of Offeror's proposal.
2. Carefully read, review, and adhere to all Department's changes to the RFP in this Addendum.

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Revisions to the RFP:

1. **Section II.G. Evaluation Process and Contract Award, 3. Scoring, Criteria, and Overall Weight, subsection e. is added as follows:**

- e. The proposal with the lowest cost for a particular tab, section, or component of the cost proposal to be scored will receive the total number of points allocated for that tab, section or component. Other proposals will receive a portion of the maximum score using the following formula:

Total number of points allocated for a tab, section or component multiplied by the lowest cost proposal received for that tab, section or component divided by the proposed cost for that tab, section or component of the proposal being evaluated.

[Total points allocated] x [lowest cost bid] ÷ [proposed cost of bid being evaluated]

2. **Section III.D. Terms and Conditions, 37. Subcontractors is revised and restated in its entirety as follows:**

37. SUBCONTRACTORS:

- a. Acceptance of Contractor's proposal will include any subcontractor(s) specified therein. Work performed under this contract by the Contractor or its employees will not be subcontracted without prior written approval of the Department. Contractor must submit a written request for approval prior to the start of services by the subcontractor.
- b. Upon request, the Contractor shall provide the Department with complete copies of any contracts made by and between the Contractor and all subcontractors. The selected Contractor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Contractor and this Contract. Any contracts made by the Contractor with a subcontractor shall include an affirmative statement that the Department is an intended third-party beneficiary of the Contract; that the subcontractor has no contract with the Department; and that the Department shall be indemnified by the Contractor for any claim presented by the subcontractor. Notwithstanding any other term herein, Contractor shall timely exercise its contractual remedies against any non-performing subcontractor and, when deemed appropriate by the Department, substitute another subcontractor.
- c. The Contractor shall not participate with or enter into any agreement, with any individual or entity that has been excluded from participation in federal health care programs or has been debarred from doing business with the State of North Carolina
- d. Any contract(s) between the Contractor and subcontractor(s) require:
 - i. The subcontractor to agree that the state, the DHHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect its premises, any books, records, contracts, computer or other electronic systems of the subcontractor relating to its Medicaid enrollees, or of the subcontractor's contractor, that pertain to any aspect of services and activities

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performed, or determination of amounts payable under the Contractor's contract with the State.

- ii. The subcontractor to agree that the right to audit by the State of North Carolina, the DHHS Inspector General, the Comptroller General or their designees, will exist through ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later; and
 - iii. That, if the State, or the DHHS Inspector General determine that there is a reasonable possibility of fraud or similar risk, the state, or the DHHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.
3. **Section V.D. Core Functions, 5.j. is revised and restated in its entirety as follows:**
- j. Contractor shall not enter into a Formal Referral Agreement with any PHP. Contractor shall include risk reduction, mitigation, or elimination language, to address Conflicts of Interest, in any Formal Referral Agreement with entities that:
 - i. Have a personal, professional, or financial relationship with any of the Prepaid Health Plans;
 - ii. Are co-located with any Prepaid Health Plan, or any entity funding or administering the Prepaid Health Plans; or
 - iii. Have any Conflict of Interest as described in this RFP.

Addendum Execution Page on Next Page

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Execute Addendum #2:

Offeror: _____

Authorized Signature: _____

Name and Title (Typed): _____

Date: _____