

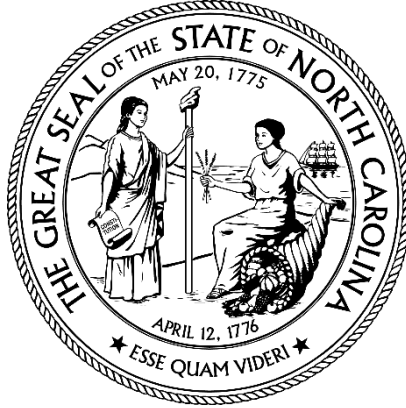
# **STATE OF NORTH CAROLINA**

**Department of Health and Human Services**

**Division of Health Benefits**

**Ombudsman Services**

**Request for Proposal #30-190485-DHB**



## STATE OF NORTH CAROLINA

### Request for Proposal

**#30-190485-DHB**

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For internal State agency processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g., Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your Proposal.**

**ID Number:**

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Federal ID Number or Social Security Number

---

Offeror Name



**STATE OF NORTH CAROLINA**  
 Department of Health and Human Services

<b>Refer ALL Inquiries regarding this RFP to:</b>  Charles Barnette Contract Specialist <a href="mailto:Charles.barnette@dhhs.nc.gov">Charles.barnette@dhhs.nc.gov</a> 919-527-7790	<b>Request for Proposal # 30-190485-DHB</b>
	<b>RFP Issued/Posted:</b> May 30, 2019
	<b>Proposals will be opened:</b> July 16, 2019
	<b>Contract Type:</b> Open Market
	<b>Commodity Number:</b> 948-07
	<b>Description:</b> Ombudsman Services
	<b>Using Agency:</b> Department of Health and Human Services, Division of Health Benefits
	<b>Requisition No.:</b> N/A

**EXECUTION**

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned Offeror offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, the Offeror confirms it has read, understands, and will comply with all specifications and requirements in the RFP and any addendums in the event of contract award. By executing this proposal, the undersigned Offeror certifies that this proposal is submitted competitively and without collusion (N.C. Gen. Stat. § 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (N.C. Gen. Stat. § 143-59.2), and that it is not an ineligible Contractor as set forth in N.C. Gen. Stat. § 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Offeror's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by N.C. Gen. Stat. § 143-48.5, the undersigned Offeror certifies that it, and each of its subcontractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the Federal E-Verify system. N.C. Gen. Stat. § 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By executing this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals will not be accepted.**

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF OFFEROR:		FAX NUMBER:
OFFEROR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

Offer valid for at least **240** calendar days from date of proposal opening unless extended by the State in writing. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF RESPONSE**

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of the Department of Health and Human Services shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Offeror's proposal, and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Offeror.

<p><b>FOR STATE USE ONLY:</b> Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____</p> <p>(Authorized Representative of NC Department of Health and Human Services)</p>
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## I. INTRODUCTION

### A. Vision for North Carolina’s Medicaid Managed Care

1. North Carolina is transitioning its Medicaid and NC Health Choice programs’ (Medicaid) care delivery system for most beneficiaries and services from a predominately Medicaid Fee-for-Service model to a Medicaid Managed Care model, as directed by the North Carolina General Assembly. Through Medicaid Managed Care, the Department seeks to advance integrated and high-value care, improve population health, engage and support providers, and establish a sustainable program with more predictable costs.
2. The Department’s goal is to improve the health of all North Carolinians through an innovative, whole-person centered, and well-coordinated system of care, which purchases health while addressing both medical and non-medical drivers of health.
3. Through this Request for Proposal (RFP), the Department seeks an entity experienced in working with State Medicaid agencies to serve as an Ombudsman to support the goals of North Carolina Medicaid and of Medicaid Managed Care Program through:
  - a. Serving as a central resource to resolve issues within the Medicaid Managed Care delivery system;
  - b. Utilizing a “*no wrong door*” approach for providing information about NC Medicaid and the Medicaid Managed Care Program;
  - c. Support access to care by making referrals to and collaborating with other resources including but not limited to State agencies, Department partners, community-based advocacy, and legal services organizations;
  - d. Identifying trends or systemic issues in delivery system performance; and
  - e. Supporting the Department’s vision of creating a healthier North Carolina.

### B. Background on North Carolina’s Medicaid Transformation

1. In September 2015, the North Carolina General Assembly (General Assembly) enacted North Carolina Session Law 2015-245<sup>1</sup> directing the transition of North Carolina’s Medicaid program from a predominantly Fee-for-Service model to a predominantly Medicaid Managed Care model.<sup>2,3</sup> North Carolina State law requires the North Carolina Department of Health and Human Services (the “Department”), through its Division of Health Benefits (“DHB”), to implement a Medicaid Managed Care program.

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<sup>1</sup> Session Law 2015-245 has been amended by Session Law 2016-121; Section 11H.17.(a) of Session Law 2017-57, Part IV of Session Law 2017-186; Section 11H.10.(c) of Session Law 2018-5; Sections 4-6 of Session Law 2018-49; and Session Law 2018-48.

<sup>2</sup> Currently, a managed care delivery system exists for Behavioral Health and intellectual and developmental disabilities through contracts between the Department and local management entities/managed care organizations (LME/MCOs).

<sup>3</sup> References to the fee-for-service reimbursement model throughout the RFP refers primarily to physical health services.

2. As directed by the General Assembly, the Department will delegate direct management of physical health, Behavioral Health, and pharmacy services, and financial risks to Prepaid Health Plans (PHPs). PHPs will receive a monthly, actuarially sound, capitated payment and will contract with providers to deliver health services to their Members. The Department will monitor and oversee the administrative, operational, clinical, and financial function of the PHPs to ensure adherence to the PHP's contract and the Department's expectations.
3. Beginning with the launch of Medicaid Managed Care, most North Carolina Medicaid and NC Health Choice populations will be enrolled in PHPs on a mandatory basis.
4. There will be some exceptions to mandatory enrollment for certain populations. These populations will be better served outside of Medicaid Managed Care, at least initially. These populations will be either (a) exempt from Medicaid Managed Care meaning the Beneficiary may choose to enroll in either fee-for-service or Medicaid Managed Care, or (b) excluded meaning Beneficiaries will be required to remain enrolled in Medicaid's fee-for-service program and do not have the option to enroll in Medicaid Managed Care.
  - a. Exempt populations include members of federally recognized tribes, including the Eastern Band of Cherokee Indians (EBCI).<sup>4</sup>
  - b. The following populations will be excluded from Medicaid Managed Care:<sup>5</sup>
    - i. Beneficiaries who are enrolled in both Medicare and Medicaid for whom North Carolina Medicaid coverage is limited to the coverage of Medicare premiums and cost sharing;
    - ii. Qualified aliens subject to the five-year bar for means tested public assistance under 8 U.S.C. § 1613 but qualify for emergency services under 8 U.S.C. § 1611;
    - iii. Medically needy North Carolina Medicaid beneficiaries;
    - iv. Presumptively eligible beneficiaries, during the period of presumptive eligibility;
    - v. Beneficiaries participating in the NC Health Insurance Premium Payment (HIPP) program;
    - vi. Beneficiaries enrolled under the Medicaid Family planning program;
    - vii. Beneficiaries who are prison inmates;
    - viii. Beneficiaries being served through the Community Alternatives Program for Children (CAP/C) and Adults (CAP/DA);
    - ix. Program of All-Inclusive Care for the Elderly (PACE) participants.
  - c. For a period not to exceed five (5) years from the date that capitated PHP contracts begin, the Department will temporarily exclude the following populations:<sup>6</sup>
    - i. Beneficiaries who (i) reside in a nursing facility and have so resided, or are likely to reside, for a period of ninety (90) days or longer and (ii) are not being served through CAP/DA.

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<sup>4</sup> Section 4.(5)e. of Session Law 2015-245, as amended by Session Law 2016-121.

<sup>5</sup> Section 4.(5) of Session Law 2015-245, as amended by Session Law 2016-121 and Session Law 2018-48.

<sup>6</sup> Section 4.(5)m. of Session Law 2015-245, as amended by Session Law 2018-49 and Session Law 2018-48.

- ii. Beneficiaries enrolled in both Medicare and North Carolina Medicaid and for whom North Carolina Medicaid coverage is not limited to the coverage of Medicare premiums and cost sharing, excluding individuals served through CAP/DA.
  - d. The Department will exempt the following populations from Medicaid Managed Care until Behavioral Health Intellectual/Developmental Disability Tailored Plans (“Tailored Plans”) are available:<sup>7</sup> Beneficiaries (i) with a serious mental illness, a serious emotional disturbance, a severe substance use disorder, or an intellectual/developmental disability; or Beneficiaries who have survived a traumatic brain injury and are receiving traumatic brain injury services or Beneficiaries who are on the waiting list for the Traumatic Brain Injury waiver, or whose traumatic brain injury otherwise is a knowable fact.
  - e. The Department intends for Tailored Plans to be operational at the start of the fiscal year one year following the implementation of the first contracts for Standard Benefit Plans.
  - f. As required in Section 4(10) a.5. of Session Law 2015-245, as amended by HB 403, PHPs include Local Management Entities/Managed Care Organizations (LME/MCO) operating Tailored Plans.
5. Pursuant to Session Law 2015-245, as amended, the Department has entered into capitated contracts with four Commercial Plans (CPs) and one Provider-Led Entity (PLE), collectively referred to as PHPs. Through these contracts and upon Medicaid Managed Care launch, the PHPs will offer Standard Benefit Plans. Standard Benefit Plans are Medicaid Managed Care plans that will provide integrated physical health, Behavioral Health, and pharmacy services to most Medicaid and Health Choice Beneficiaries, including adults and children.
6. The Department has defined six (6) Medicaid Managed Care Regions, called PHP Regions, within North Carolina. See *Section 1.B. Table 1: List of Counties by PHP Region* for the counties included in each of the six (6) PHP Regions, and *Section 1.B. Figure 1: Map of PHP Regions* that illustrates the PHP Regions in map format.

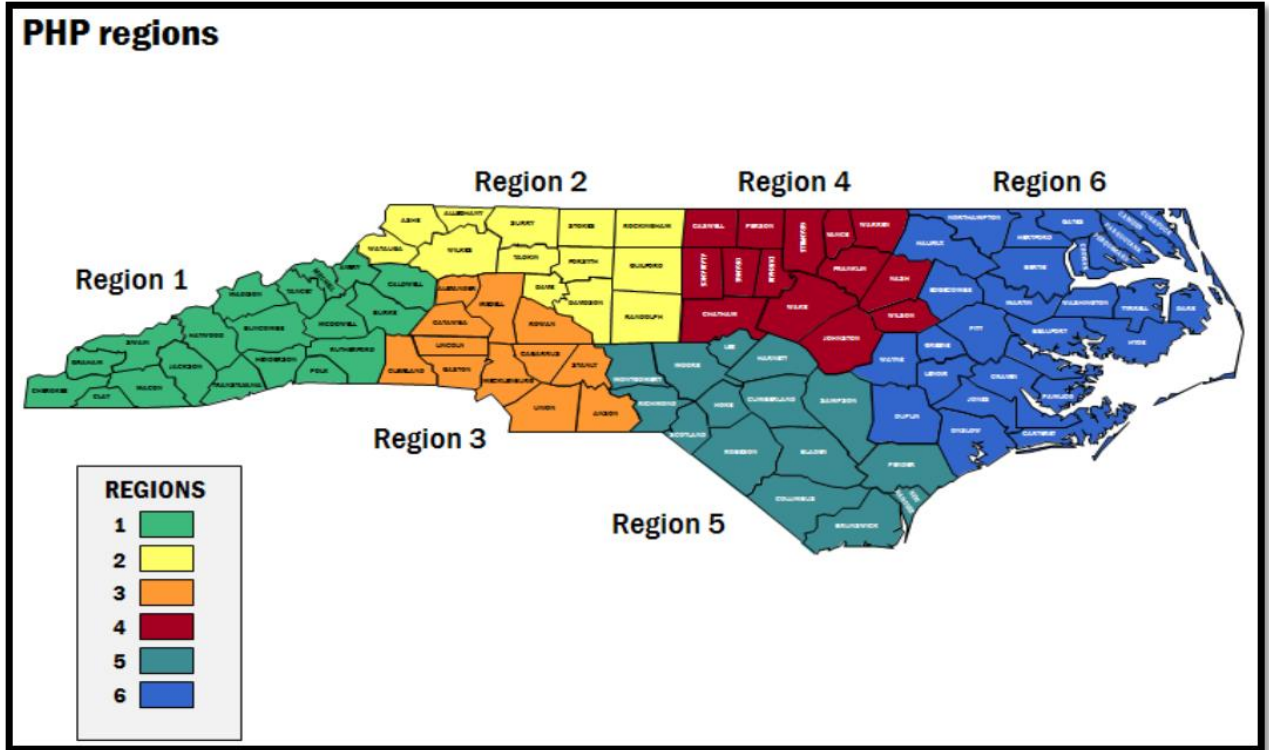
<b>Section 1.B. Table 1: List of Counties by PHP Region</b>						
<b>PHP Region</b>	<b>Counties in PHP Region</b>					
<b>Region 1</b>	Avery	Buncombe	Burke	Caldwell	Cherokee	Clay
	Graham	Haywood	Henderson	Jackson	Macon	Madison
	McDowell	Mitchell	Polk	Rutherford	Swain	Transylvania
	Yancey					
<b>Region 2</b>	Alleghany	Ashe	Davidson	Davie	Forsyth	Guilford
	Randolph	Rockingham	Stokes	Surry	Watauga	Wilkes

<sup>7</sup> Section 4.(5)/. of Session Law 2015-245, as amended by Session Law 2018-48.



	Yadkin					
<b>Region 3</b>	Alexander	Anson	Cabarrus	Catawba	Cleveland	Gaston
	Iredell	Lincoln	Mecklenburg	Rowan	Stanly	Union
<b>Region 4</b>	Alamance	Caswell	Chatham	Durham	Franklin	Granville
	Johnston	Nash	Orange	Person	Vance	Wake
	Warren	Wilson				
<b>Region 5</b>	Bladen	Brunswick	Columbus	Cumberland	Harnett	Hoke
	Lee	Montgomery	Moore	New Hanover	Render	Richmond
	Robeson	Sampson	Scotland			
<b>Region 6</b>	Beaufort	Bertie	Camden	Carteret	Chowan	Craven
	Currituck	Dare	Duplin	Edgecombe	Gates	Greene
	Halifax	Hertford	Hyde	Jones	Lenoir	Martin
	Northampton	Onslow	Pamlico	Pasquotank	Perquimans	Pitt
	Tyrrell	Washington	Wayne			

Section 1.B. Figure 1: Map of PHP Regions



7. The Department has planned a regional, phased-in approach for the Fee-for-Service to Medicaid Managed Care Crossover Population during the first year of the PHP contracts to ensure successful implementation of Medicaid Managed Care. North Carolina Medicaid and Health Choice Beneficiaries who are not members of designated special populations will transition from Medicaid Fee-for-Service into Medicaid Managed Care on a regional basis. The Department is planning a two-phase approach with two (2) corresponding and distinct Open Enrollment Periods for each subset of the initial Crossover Population. Phase 1 of Medicaid Managed Care is scheduled to begin on November 1, 2019 for Regions 2 and 4 with open enrollment beginning at least one hundred five (105) days prior to the start of Phase 1. Phase 2 of Medicaid Managed Care is scheduled to begin on February 1, 2020 for Regions 1, 3, 5 and 6 with open enrollment beginning at least one hundred five (105) days prior to the start of Phase 2.
8. To ease the transition to Medicaid Managed Care and develop Medicaid Managed Care plans that best meet the needs of the North Carolina Medicaid and NC Health Choice populations, the Department anticipates offering other prepaid health plans and phasing in high need populations later. The future Medicaid Managed Care changes include:
  - a. **Tailored Plans:** Plans specifically designed to serve designated special populations with unique health care needs. The Department intends for Tailored Plans to be operational at the start of the first State fiscal year one (1) year after the implementation of the first contracts for Standard Benefit Plans.
  - b. **Tribal Option:** Members of the Eastern Band of Cherokee Indians (EBCI), the State’s federally recognized tribe, will have a choice between Medicaid Fee-for-Service, enrollment in a tribal plan, or obtaining coverage through a PHP. The Department and EBCI may develop a “Tribal

Option” that will (i) operate in five (5) southwestern NC counties, (ii) be full or partial risk health plans, (iii) support ECBI’s autonomy in managing the care needs of its enrollees, and (iv) consider and address the unique cultural, Behavioral Health, and medical needs of the EBCI. Current estimates indicate there are approximately four thousand EBCI members enrolled in North Carolina Medicaid and Health Choice.

- c. **Temporarily excluded populations:** The transition of high-need populations to Medicaid Managed Care requires special care and planning to ensure that provider relationships and care regimens transition smoothly. Certain targeted populations with complex health care needs will be allowed more time to make the transition to Medicaid Managed Care. This means phasing in the mandatory enrollment for some vulnerable populations after Medicaid Managed Care is fully established. To avoid disruption in care during the transition period, designated special populations, as described in this Section I.B. will continue to have access through the Medicaid fee-for-service program.

### C. Purpose of Request for Proposal

1. North Carolina is committed to supporting Beneficiaries and their families as they move to and engage with North Carolina’s Medicaid Managed Care Program through, in part, the establishment of a Medicaid Managed Care Ombudsman Program as detailed in this Request for Proposal (RFP) and through the subsequent Contract. It is anticipated that more than ninety (90) percent of Medicaid Beneficiaries will eventually transition to Medicaid Managed Care while some will remain in Medicaid Fee-For-Service.
2. This RFP solicits proposals from qualified Offerors to provide Medicaid Managed Care Ombudsman services. The Department seeks an organization with expertise providing health care information and assistance, with demonstrated experience serving diverse populations, including individuals from culturally, geographically and linguistically isolated communities and individuals with mental and physical disabilities.
3. The successful Offeror will be responsible for all costs of providing the required services as described in the RFP, to include all staffing, office space, office equipment, travel expenses, computer hardware and software, and data reporting capacity to perform the services described herein.

## II. GENERAL PROCUREMENT INFORMATION AND NOTICE TO OFFERORS

### A. Important Notices

1. **Read, Review, and Comply:** It is the Offeror’s responsibility to read this document in its entirety, review all attachments, tables, charts, exhibits, diagrams, and appendices, and comply with all instructions.
2. **Execution of Proposal:** Failure to sign the **Execution Page** in the indicated space and return all attachments, tables, charts, exhibits, diagrams, and appendices completed and signed where required, may render the proposal non-responsive, and the proposal may be rejected.
3. **Resulting Contract:** Under the State’s procurement process, **any contract resulting from this RFP will consist of the RFP and the Offeror’s response**, along with any addenda to the RFP, written clarifications, best and final offers (BAFO), and negotiation documents. The Contractor will be obligated to perform services as proposed in its offer, unless otherwise modified by clarification,

BAFO, negotiation, or Contract amendment, or superseded by a document with higher order of precedence. See *Section III, D.17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE* for more information and the order of precedence of the contract documents and *Section II. C. Request for Proposal Functionality and Related Notices* for more information on the RFP, changes in specifications, and instructions regarding modifications to the terms and conditions.

4. **Negotiations:** The Department reserves the right to enter into negotiations with any Offeror to establish a contract that is in the best interest of the Department. Such negotiations are at the Department's sole discretion and may result in modifications to the RFP and/or Offeror's proposal and response to the RFP.
5. **Questions:** Questions concerning this RFP must be submitted in writing by June 6, 2019 at 10:00 AM ET. See *Section II.D.2. Offeror Questions Concerning this Request for Proposal* for details and instructions.
6. **Submission of Proposals** will be accepted until July 16, 2019 at 2:00 PM ET. See *Section II.E. Submission of Proposal and Offeror's Response* for details and instructions.

## B. General Procurement Information and Instructions

1. **INFORMATION AND DESCRIPTIVE LITERATURE:** The Offeror shall furnish all information requested as part of this RFP. Each Offeror shall submit detailed information with their proposal (e.g. narratives, diagrams, exhibits, examples, sketches, descriptive literature, complete specifications) to support the services and products offered.
2. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. The State also encourages and promotes using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Offeror remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Offerors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
3. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all proposals meet the following:
  - a. All copies of the proposal are printed double-sided;
  - b. All submittals and copies are printed on recycled paper with a minimum post-consumer content of thirty percent (30%);
  - c. Unless necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable; and
  - d. Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

4. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to G.S. § 143-48 and Executive Order 150 (1999), the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and nonprofit work centers for the blind and severely disabled.
5. **MISCELLANEOUS:** Pronouns, whether masculine, feminine, or gender-non-specific, shall be read to be inclusive of all genders and shall be read to include the plural and vice versa.
6. **INFORMAL COMMENTS:** The Department shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the Department prior to or during the competitive process or after award. The Department is bound only by information provided in this RFP and in formal Addenda issued.
7. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by an Offeror in preparing or submitting proposals are the Offeror's sole responsibility. The Department will not reimburse any Offeror for any costs incurred prior to award.
8. **OFFEROR'S REPRESENTATIVE:** Each Offeror shall submit with its proposal the name, title, email address, physical address, and telephone number of the person(s) with authority to bind the Offeror and answer questions or provide clarification concerning the Offeror's proposal. This information must be included in the Offeror's proposal and response.
9. **INSPECTION AT OFFEROR'S SITE:** The Department reserves the right to inspect, at a reasonable time, the equipment/item, plant, or other facilities of a prospective Offeror prior to Contract Award, and during the Contract Term as necessary for the Department determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

## C. Request for Proposal Functionality and Related Notices

### 1. RFP Functionality

- a. This RFP serves two functions:
  - i. Define the specifications of the services sought by the Department and provided by the Medicaid Managed Care Ombudsman; and
  - ii. Provide the requirements and terms and conditions of any contract resulting from this procurement.
- b. All Terms and Conditions in this RFP shall be enforceable. The use of phrases such as "*shall*", "*will*", "*must*", "*required*", and "*requirements*" are intended to create enforceable Contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which the Offeror has proposed or failed to propose solutions that are responsive to the Department's needs as described in this RFP.

### 2. Notices Regarding RFP and Terms and Conditions

- a. It is the Offeror's responsibility to read all instructions, terms and conditions, specifications, requirements, attachments and appendices, and any other components made a part of this RFP and comply with all instructions and directives. The Offeror is responsible for obtaining and complying with all addenda and other changes that may be issued relating to this RFP.

- b. All questions and issues regarding any term, condition, instruction or other component within this RFP must be submitted in accordance with the *Section II.D.2. Offeror Questions Concerning this Request for Proposal*. If the Department determines that any changes will be made because of the questions asked, then such decisions will be communicated in the form of an Addendum posted on the State's Interactive Purchasing System (IPS). The Department may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been raised during the question and answer period. Other than through this process, and except as provided in *Section II.C.3. Proposed Modifications to Terms and Conditions*, the Department rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the RFP document as part of the Offeror's proposal that purports to vary any terms and conditions, or Offeror's Instructions therein to render the proposal non-binding or subject to further negotiation.
- c. The Offeror's proposal to this RFP shall constitute a firm offer. **By execution and delivery of a proposal to this RFP, the Offeror agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, or any purported condition to the offer, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject the Offeror's proposal.**

### 3. Proposed Modifications to Terms and Conditions

- a. Offerors are urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the Department.
- b. Identification of objections or exceptions to the terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected.
- c. If the Offeror wishes to suggest changes to any of the terms and conditions included in Sections III.D through F of this RFP, those *must be submitted in Attachment R: Offeror Request for Proposed Modifications to the Terms and Conditions*. The Department, in its sole discretion, may consider any proposed modifications identified by the Offeror. Where necessary, any modification(s) to the terms and conditions agreed upon by the Department may be incorporated as part of an Addendum to the RFP, BAFO, negotiation document, Execution of Contract, or Contract Amendment after award. Other than through this process, the Department rejects and shall not be required to evaluate or consider any additional or modified terms, conditions, or instructions included in the Offeror's proposal.

### 4. Changes in Requirements and Specifications

- a. The Offeror is cautioned that the requirements of this RFP can only be altered by written Addendum issued by the Department, and that oral or emailed communications from whatever source(s) are of no effect.
- b. The Department reserves the right to modify any specification contained herein without modifying the timelines in this RFP. Any modification to specifications will be specified in an Addendum which shall be posted to IPS or through Negotiation.

## 5. Rights Reserved

The Offeror is made aware, pursuant to 01 NCAC 05B .0501, that in soliciting offers, any and all offers received may be rejected in whole or in part. Basis for rejection shall include, but not be limited to, the offer being deemed unsatisfactory as to quantity, quality, delivery, price or service offered; the offer not complying with conditions of the procurement document or with the intent of the proposed contract; lack of competitiveness by reason of collusion or otherwise or knowledge that reasonably available competition was not received; error(s) in specifications or indication that revision(s) would be to the state's advantage; cancellation of or changes in the intended project or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances which prevent determination of the lowest responsible or most advantageous offer; any determination that rejection would be to the best interest of the state.

Further, the Offeror is cautioned that this is a Request for Proposal, not a request to contract, and the Department reserves the unqualified right to reject all offers deemed failing to meet minimum qualifications, not responsive, incomplete, or non-compliant with the requirements described herein; or when such rejection is deemed to be in the best interest of the Department or the State of North Carolina. In the event all proposals are rejected, and the Department enters into negotiations pursuant to 01 NCAC 05B .0503 the Department reserves the right to award a contract to the vendor, which, in its opinion, has made the best proposal through the negotiation process.

The Department may also:

- a. Modify provisions of this RFP in response to changes in law or as required by CMS;
- b. Waive any formality;
- c. Waive a specification or requirement of the RFP if it is in the best interest of the Department;
- d. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP;
- e. Negotiate directly with one or more Offerors, if the responses to this solicitation demonstrate a lack of competition, or offers are found non-responsive; and/or
- f. Cancel this RFP at any time. Notice of Cancellation will be posted on the IPS website.
- g. In the event all proposals are rejected, and the Department enters into negotiation, pursuant to 01 NCAC 05B .0503, the Department reserves the right to award a contract to the vendor, which, in its opinion, has made the best proposal through the negotiation process.

## D. Schedule and Important Events

1. The Department will make every effort to adhere to the schedule detailed below in *Section II.D. Table 1. RFP Schedule*. The Department reserves the right to adjust the schedule and will post an Addendum on the IPS website.

<b>Section II.D. Table 1: RFP Schedule</b>		
<b>Activity</b>	<b>Responsible Party</b>	<b>Due Date</b>
Issue Request for Proposal	Department	May 30, 2019

Deadline to Submit Written Questions to the Department	Offeror	June 6, 2019 at 10:00 AM ET
Issue Addendum with Responses to Offerors' Questions	Department	June 20, 2019
Deadline to Submit Proposals	Offeror	July 16, 2019 by 2:00 PM ET
Conduct Evaluation of Proposals	Department	July 16, 2019 – September 10, 2019
Contract Award	Department	September 10, 2019

2. Offeror Questions Concerning this Request for Proposal

- a. Written questions concerning this RFP will be received until June 6, 2019 10:00 AM ET.
- b. Questions must be sent via email to Charles Barnette at Charles.barnette@dhhs.nc.gov "**Questions RFP #30-190485-DHB**" as the subject of the email. The questions should be submitted in the format below.

RFP Section	RFP Page Number	Offeror Question
Example: V.A.1.a)		

- c. The Department will prepare responses to all written questions submitted by the stated deadline and post an addendum to IPS. The Offeror is cautioned that contacting anyone other than the individual noted on the Execution Page of this RFP may be grounds for rejection of said Offeror's response.

E. Submission of Proposal and Offeror's Response

1. **Consideration**

- a. The Offeror must meet all the minimum qualifications of this RFP, as defined in *Section IV. Minimum Qualifications*, for its proposal to be evaluated.
- b. Offeror's proposal must clearly demonstrate compliance with all the requirements stated within this RFP. The Department reserves the right to reject proposals deemed incomplete, non-responsive, or non-compliant with the RFP requirements; or when such rejection is deemed to be in the best interest of the Department or the State of North Carolina.
- c. The Offeror must demonstrate it will comply with the scope of work and all of the requirements in this RFP and must provide a detailed description to demonstrate its ability to completely fulfill each requirement.

2. **Responses to RFP Requirements and Scope of Work**

- a. The Offeror must complete and return all documents and attachments required in this RFP. Failure to complete and return all documents and attachments as indicated may result in disqualification.



- b. The proposal must clearly articulate and address all requirements of this RFP. The Offeror must provide detailed narrative descriptions with supporting information that may include diagrams, exhibits, examples, samples, sketches, descriptive literature, etc.
- c. For some requirements, the Offeror may need to provide an affirmative statement to the question or requirement by, at a minimum, inserting the word CONFIRM in its proposal.
- d. The Offeror must describe any limitations, qualifications or contingences impacting the ability to perform as required by the RFP.
- e. The Offeror must not include any assumptions in its proposal. The Offeror should seek clarity on any questions or concerns during the defined question period.

### 3. Required Proposal Documents

To demonstrate the Offeror is qualified to meet the ongoing demands of the Department and comply with federal and state requirements, the Offeror is required to return the following documents, completed and signed where indicated, with their RFP response, the entirety of which shall be called the *Offeror's Ombudsman Program Proposal*.

- a. Completed Offeror Name and Tax ID Number page;
- b. Completed and signed Execution Page;
- c. The entire body of this RFP, and signed receipt pages of any addenda released in conjunction with the RFP;
- d. Qualifications, Experience, and Adherence to RFP Requirements and Specifications shall be detailed in Offeror's response to *Attachment A: Minimum Qualifications Table*;
- e. Completed *Attachment B: Offeror's Technical Proposal* to address all requirements and specifications identified within this RFP;
- f. Completed *Attachment C: Offeror's Cost Proposal*, inclusive of all costs associated with the services to be provided as part of this RFP and any resulting contract;
- g. *Attachment E. Location of Workers Utilized by the Contractor*;
- h. Offeror must submit the required documents and information as part of *Attachment G. Certification of Financial Condition and Legal Action Summary* to demonstrate its financial stability;
- i. Four (4) references pursuant to *Attachment H: Offeror's Client References*. These clients will be contacted and asked to respond to questions developed by the Department regarding Offeror's performance of services similar to those outlined in this RFP. The Offeror must provide a reference to meet each of the specific requirements stated in *Attachment H. Offeror's Client References*;
- j. Response to *Attachment L: Use Case Scenarios* demonstrate the Offeror's ability to link the RFP requirements to day-to-day Ombudsman operations;
- k. State and Federal Certifications are addressed in *Attachment M. State Certifications and Attachment N. Federal Certifications and Disclosures*;

- l. Litigation and criminal convictions are addressed in *Attachment O: Disclosure of Litigation and Criminal Convictions*;
- m. Contract Administrators are detailed in *Attachment Q: Contract Administrators*; and
- n. *Attachments A through R*.

**Offerors may request MS Word and Excel versions of documents and attachments required for proposal submission from Charles.barnette@dhhs.nc.gov.**

**4. Proposal Submission and Number of Copies**

Sealed responses of the Offeror’s proposal, subject to the conditions made a part hereof and the receipt requirements described herein, must be received at the address indicated below.

<b>Section II.E.4. Table 1: Proposal Submission Address</b>	
<b>MAILING ADDRESS FOR DELIVERY OF PROPOSAL VIA U.S. POSTAL SERVICE</b>	<b>OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER</b>
PROPOSAL NUMBER: 30-190485-DHB Attn: Charles Barnette, Contract Specialist NC Department of Health and Human Services, Office of Procurement, Contracts, and Grants 2008 Mail Service Center Raleigh, NC 27699-2008	PROPOSAL NUMBER: 30-190485-DHB Attn: Charles Barnette, Contract Specialist NC Department of Health and Human Services, Office of Procurement, Contracts, and Grants 801 Ruggles Drive, Hoey Building Raleigh, NC 27603

The Offeror **must** deliver the following simultaneously to the address identified above by the deadline to submit proposals in *Section II.D. Table 1: RFP Schedule*:

- a. **Hard Copies:**
  - i. One (1) signed, original executed response of **Offeror’s Proposal with the Technical Proposal and Cost Proposal, each submitted separately**; and
  - ii. Ten (10) copies of copies of the signed, originally executed response with the Technical Proposal and Cost Proposal, each submitted separately.
- b. **Electronic Copies:**
  - i. One (1) copy of the signed, original executed **Offeror’s Proposal** with the Technical Proposal and Cost Proposal **each** submitted on a separate flash drive marked **RFP 30-190485 – Offeror’s Name – Name of Document (i.e. Technical Proposal, Cost Proposal)**. For clarity, there should be three (3) flash drives submitted to be compliant with this section; and
  - ii. One (1) copy of the signed, original executed **Offeror’s Proposal** redacted in accordance with G.S. § 132, the Public Records Act, on a separate CD, DVD, or flash drive **RFP30-190485 – Offeror’s Name - Redacted**. For the purposes of this RFP, redaction means to edit a document by obscuring or removing information that is considered confidential and proprietary by the Offeror and meets the definition of Confidential Information set forth in G.S. § 132-1.2. Any information removed by the Offeror should be replaced with the word

*“Redacted”*. If the response does not contain Confidential Information, Offeror should submit a signed statement to that effect.

iii. The electronic copies of the response must not be password protected.

**IMPORTANT NOTE:** It is the responsibility of the Offeror to have the above documents and electronic copies physically in the Office provided above by the specified time and date of opening, regardless of the method of delivery. **This is an absolute requirement.** The time of delivery will be marked on each proposal when received, and any proposal received after the submission deadline **will not be accepted or evaluated.** All risk of late arrival due to unanticipated delay, whether delivered by hand, U.S. Postal Service, courier or other delivery service or method, is entirely on the Offeror. Note that the U.S. Postal Service generally does not deliver mail to the street address above, but to the State’s Mail Service Center stated above. The Offeror is cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the Contract and Contract Specialist named in *Section II.E.4 Table 1* of this RFP by the due date and time to meet the proposal submission deadline. The Offeror is urged to take the possibility of delay into account when submitting a proposal.

#### 5. Falsified Information

The Department may initiate proceedings to debar an Offeror from participation in the offer process and from Contract Award as authorized by North Carolina law if it is determined that the Offeror has withheld relevant or provided false information.

### F. Confidentiality and Prohibited Communications During Evaluation

1. As provided for in the North Carolina Administrative Code (NCAC), including but not limited to 01 NCAC 05B.0210, 09 NCAC 06B .0103 and 09 NCAC 06B .0302, all information and documentation relative to the development of a contractual document for a proposed procurement or contract shall be deemed confidential in nature. In accordance with these and other applicable rules and statutes, such materials shall remain confidential until the award of a contract or until the need for the procurement no longer exists. Any proprietary or confidential information, which conforms to exclusions from public records as provided by G.S. § 132, **must be clearly marked as such and reflected in the redacted copy submitted on RFP 30-190485-Redacted as applicable.** By submitting a redacted copy, the Offeror warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked **Confidential** and/or **Redacted** meet the requirements of G.S. § 132. The Offeror must identify the legal grounds for asserting that the information is confidential, including the citation to state law. **However, under no circumstances shall price information be designated as confidential.**
2. Except as otherwise provided above, pursuant to G.S. § 132-1, et seq., information or documents provided to the Department in response to this RFP are Public Record and subject to inspection, copy and release to the public unless exempt from disclosure by statute, including, but not limited to, G.S. § 132-1.2. Redacted copies provided by the Offeror to the Department may be released in response to public record requests without notification to the Offeror.
3. During the period spanning the issuance of the RFP and Contract Award, possession of proposals, accompanying information, and subsequent negotiations are limited to personnel of the Department and any third parties involved in this procurement process.

4. Each Offeror submitting a proposal (including its representatives, subcontractors, and suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the General Assembly and Governor's office), or private entity, if the communication refers to the content of Offeror's proposal or qualifications, the content of another Offerors proposal, another Offeror's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposal and/or the award of the contract. An Offeror not in compliance with this provision shall be disqualified from Contract Award, unless it is determined in the Department's s discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the Department would not be served by the disqualification. An Offeror's proposal may be disqualified if its subcontractor and supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of the Contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the Contract Award (after submission) are excepted from this provision.
5. The Department may serve as custodian of Offeror's confidential information and not as an arbiter of claims against Offeror's assertion of confidentiality. If an action is brought pursuant to G.S. § 132-9 to compel the Department to disclose information marked confidential, the Offeror agrees that it will intervene in the action through its counsel and participate in defending the Department, including any public official(s) or public employee(s). The Offeror agrees that it shall hold the Department, State of North Carolina, and any official(s) and individual(s) harmless from all damages, costs, and attorneys' fees awarded against the Department in the action. The Department agrees to promptly notify the Offeror in writing of any action seeking to compel the disclosure of Offeror's confidential information. The Department shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The Department shall have no liability to Offeror with respect to the disclosure of Offeror's confidential information ordered by a court of competent authority pursuant to G.S. § 132-9 or other applicable law.

## G. Evaluation Process and Contract Award

The Evaluation process will commence soon after responses are unsealed as defined in this RFP. The Department will evaluate each Offeror's proposal in accordance with the method, process, and scoring/weighting criteria stated herein.

### 1. Evaluation Committee and Method

- a. An Evaluation Committee (Committee) will be established to review each Offeror's proposal and make award recommendations. The Department may designate other individuals or subject matter experts to assist in the evaluation process. The Department reserves the right to alter the composition of the Committee or designate other staff or vendors to assist in the process.
- b. The Committee will review and evaluate all qualified responses submitted by the deadlines specified in this RFP. The Committee will be responsible for the entire evaluation process, including any clarifications, negotiations, and BAFOs, and scoring will be determined by consensus.

2. **Evaluation Process:** The following descriptions are to provide general information about the Department's evaluation process. The Department reserves the right to modify the evaluation process, including the order or content of the following evaluation process components:
- a. The Committee will review each Offeror's proposal to validate all required proposal documents are included and completed, and all Instructions to Offerors have been followed. Failure to adhere to these requirements may render the Offeror's response incomplete and may be grounds for rejection during any part of the evaluation process.
  - b. The Committee will determine if Minimum Qualifications are met as required in *Section IV. Minimum Qualifications*. If the Offeror does not provide the required information, or the Department determines that the Offeror does not meet the Minimum Qualifications, that Offeror's response may be excluded from further consideration and evaluation if Minimum Qualifications are not met or at any time during the evaluation process if not identified during the determination of whether Minimum Qualifications were met.
  - c. The Committee will review and evaluate the Offeror's Technical and Cost Proposals. Each Offeror should exercise due diligence to ensure their response is consistent with the instructions, clearly written and addresses all requirements and questions of this RFP.
  - d. The Committee will make an award recommendation. Upon approval of the recommendation by the Department, the Notice of Award will be issued with the Department executing a Contract with the successful Offeror.
  - e. **Clarifications, Negotiations, and BAFOs -**
    - i. The Department reserves the right to request Clarifications at any time from any Offeror, and such Clarifications must be submitted in writing to the Offeror to respond. However, the Department *is not required* to request Clarifications from any Offeror, and Offerors should exercise due diligence to ensure its response is clear and addresses all the requirements and specifications of the RFP.
    - ii. The Department reserves the right to enter into negotiations with any Offeror to establish a contract that is in the best interest of the Department. Such negotiations may result in modifications to the RFP and/or Offeror's proposal and response.
    - iii. The Department may issue a BAFO request to any Offeror, requesting one or more Offerors change its (their) initial offer(s).
  - f. **In-Person or Oral Presentations** – The Department reserves the right to request in-person or oral presentations from any Offeror as part the Committee's evaluation of proposals. In-person presentations shall be conducted in Raleigh, NC at a site chosen by the Department. Oral presentations may be conducted by conference call. The presentations will address specific topics provided in advance to the Offeror. However, the Department *is not required* to request in-person or oral presentations from any or all Offerors and may limit any presentations only to those Offerors which are deemed competitive. Additional details regarding the scheduling of the in-person or oral presentations will be provided to selected Offerors by the Department upon determination that such presentation is needed. The Offeror is solely responsible for any costs associated with making in-person or oral presentations, including but not limited to travel and the preparation of additional materials.

**3. Scoring, Criteria, and Overall Weights**

- a. The Department will evaluate the Offeror’s Technical Proposal for completeness and reasonableness and to determine if it complies with the instructions described in the RFP.
- b. The Department will determine if Offeror meets the following minimum qualifications:

<b>Minimum Qualifications*</b>	<b>Scoring Weight/Percentage</b>
1. The Offeror agrees to all (i) General Terms & Conditions; (ii) Confidentiality, Privacy, and Security Protections; (iii) Conflict of Interest Requirements; and (iv) Non-Discrimination Requirements	Meets/Does Not Meet
2. The Offeror is a North Carolina nonprofit entity, in accordance with applicable law, at the time of response submission.	Meets/Does Not Meet
3. The Offeror has the capacity to handle approximately 1,500 in-coming calls per month.	Meets/Does Not Meet
4. The Offeror has a minimum of three (3) years demonstrated experience providing information, counseling, and assistance about NC Medicaid policy and services to or on behalf of those who have received or applied for NC Medicaid programs.  All of Offeror’s experience must be within the past five (5) years of the date the RFP is issued by the Department.	Meets/Does Not Meet
5. The Offeror has a minimum of three (3) years demonstrated experience providing healthcare advocacy to healthcare consumers and Medicaid beneficiaries  All of Offeror’s experience must be within the past five (5) years of the date the RFP is issued by the Department.	Meets/Does Not Meet
<b>* Offerors receiving a "Does Not Meet" score may be disqualified</b>	

- c. The Offeror’s response will be evaluated and scored on several factors. The Offeror’s proposal and response will be scored based on an overall weighted point scale developed by the Department.
- d. Scoring of proposals will reflect the following weights/percentages:

<b>Scoring Criteria</b>	<b>Scoring Weight/Percentage</b>
<b>Technical Proposal</b>	
<b>Section III.D.15</b> Disclosure of Conflicts of Interest	<b>3%</b>
<b>Section V. A.</b> Qualifications, Experience and Federal Requirements	<b>4%</b>
<b>Section V. B.</b> North Carolina Medicaid and N C Health Choice Populations	<b>1%</b>

Scoring Criteria	Scoring Weight/Percentage
<b>Technical Proposal</b>	
<b>Section V. D.</b> Core Functions	<b>20%</b>
<b>Section V. E.</b> Case Management System	<b>4%</b>
<b>Section V. F.1.</b> Communication Engagement and Outreach Materials	<b>4%</b>
<b>Section V. F.2.</b> Communication Engagement and Outreach - Engagement with Department Partners	<b>3%</b>
<b>Section V. F.3.</b> Communication Engagement and Outreach - Member Survey and Evaluation Questions	<b>2%</b>
<b>Section V. G.1.</b> Ombudsman Program Administration - General Program Operations	<b>3%</b>
<b>Section V. G.2.</b> Ombudsman Program Administration - Internal Policies and Procedures	<b>4%</b>
<b>Section V. G.3.</b> Ombudsman Program Administration - Ombudsman Program Website	<b>3%</b>
<b>Section V. G.4.</b> Ombudsman Program Administration - Ombudsman Program Service Line	<b>3%</b>
<b>Section V. G.5.</b> Ombudsman Program Administration - Key Personnel, Staffing, Staff Training	<b>3%</b>
<b>Section V. H.</b> Performance Reporting	<b>2%</b>
<b>Section V. I.</b> Language, Accessibility and Cultural Competency	<b>2%</b>
<b>Section V. K.</b> Readiness Review	<b>3%</b>
<b>Section V. L.</b> Implementation Plan	<b>3%</b>
<b>Section V. M.</b> Fraud, Waste and Abuse Compliance	<b>1%</b>
<b>Section V. N.</b> Business Continuity Plan	<b>1%</b>
<b>Attachment L.</b> Use Case Scenarios	<b>4%</b>
<b>Attachment H.</b> References	<b>2%</b>
<b>Total Technical Proposal</b>	<b>75%</b>
<b>Cost Proposal</b>	<b>25%</b>
<b>Total</b>	<b>100.0%</b>

**4. Contract Award**

Upon conducting a comprehensive, fair, and impartial evaluation of the proposals received in response to this RFP, the Department reserves the right to award a Contract. Upon award, the Department will sign the "Acceptance of Proposal" found at the bottom of the Execution of Proposal

Section or require the signing of an Execution of Contract, thus resulting in the formation of the Contract(s). Within two (2) business days after notification of award, the Offeror must register in NC E-Procurement @ Your Service. See <http://vendor.ncgov.com>.

5. **Protest Procedures:**

- a. If an Offeror wishes to protest any Contract awarded as a result of this solicitation, the Offeror shall submit a written request addressed to contact identified in *Section II.E.6 Proposal Submission and Number of Copies*. The protest request must include two (2) hardcopies and an electronic copy and be received in the proper office within thirty (30) days from the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract Award notices are sent only to the Offeror awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled following the process defined in the North Carolina Administrative Code, 01 NCAC 05B.1519, but will be administered by Department of Health and Humans Services personnel.
- b. If a protest is determined by the Department head to be valid, the following outcomes may occur:
  - i. Cancellation of the award, and the solicitation to contract is not re-bid;
  - ii. Cancellation of the award, and the solicitation to contract is re-bid;
  - iii. Cancellation of the award, and the contract is awarded to the next lowest priced, technically competent, qualified offeror agrees to still honor its submitted bid.

### III. DEFINITIONS, CONTRACT TERM, GENERAL TERMS AND CONDITIONS, OTHER PROVISIONS & PROTECTIONS

#### A. Definitions

1. **Appeal:** Has the same meaning as defined in 42 C.F.R. § 438.400(b).
2. **Authorized Representative:** An individual, provider or organization designated by a Beneficiary or Member, or authorized by law or court order, to act on their behalf in assisting with the individual's participation in NC Medicaid. With written consent of the Beneficiary or Member, or as otherwise legally authorized, an authorized representative may, for example, request an appeal, file a grievance, or request a State Fair Hearing on behalf of the Beneficiary or Member with the exception that a provider cannot request continuation of PHP benefits.
3. **Behavioral Health:** Is inclusive of mental health and substance use disorders.
4. **Behavioral Health Intellectual / Developmental Disability Tailored Plan (Tailored Plans):** A plan specifically designed to provide targeted care for individuals with intellectual and/or developmental disabilities.
5. **Beneficiary or Beneficiaries:** An individual or individuals eligible to receive Medicaid benefits but who may or may not be enrolled in the Medicaid Managed Care Program.



6. **Beneficiary Support System:** A system in collaboration with Department partners, the Ombudsman Program, PHP Member Services, and the Enrollment Broker, which supports Beneficiaries in managed care.
7. **Client:** An individual the Ombudsman Program has engaged for providing assistance.
8. **Community Alternatives Program for Children (CAP/C):** A North Carolina Medicaid 1915(c) Waiver program that provides home- and community-based services to medically fragile children who are at risk for institutionalization in a nursing home because of their medical needs.
9. **Community Alternatives Program for Disabled Adults (CAP/DA):** A North Carolina Medicaid 1915(c) Waiver program that allows seniors and disabled adults ages eighteen (18) and older to receive support services in their own home, as an alternative to nursing home placement.
10. **Choice Counseling:** Responsibility of the Enrollment Broker. Has the same meaning as Choice Counseling as defined in 42.C.F.R. § 438.2.
11. **Clarification:** A written response from an Offeror that provides an answer or explanation to a question posted by the Department about that Offeror's proposal. Clarifications are incorporated into the Offeror's proposal.
12. **Closed-Loop Referral:** Defined as the coordinated ombudsman process that ensures a Client's referred issue has been monitored and followed-up from referral through resolution.
13. **Conflict of Interest:** Situations or circumstances through which the Offeror or entities or individuals affiliated with the Offeror will derive, or reasonably may be perceived as deriving, direct financial or other pecuniary benefit from its performance of the Contract other than through the compensation received according to the Contract for performance of the Contract, or that might impair, or reasonably be perceived as impairing, the Offeror's ability to perform this Contract in the best interests of the State.
14. **Contract Effective Date:** The date Contract is fully executed by the Parties
15. **Contractor:** The Offeror awarded the Contract to perform the services and requirements defined herein.
16. **Crossover Population:** Refers to current North Carolina Medicaid and NC Health Choice beneficiaries that are in Medicaid Fee-For-Service and will transition to Medicaid managed care at a specific date determined by the Department.
17. **Cultural Competency:** The ability to understand, appreciate and interact effectively with people of different cultures and beliefs to ensure the needs of the individuals are met. The ability to interact effectively with people of different cultures, helps to ensure the needs of all community members are addressed. It also refers to such characteristics as age, gender, sexual orientation, disability, religion, income level, education, geographical location, or profession. Cultural Competency means to be respectful and responsive to the health beliefs and practices and cultural and linguistic needs of diverse populations groups.
18. **Enrollment Broker (EB):** Has the same meaning as defined in 42 C.F.R. § 438.810(a).
19. **Eastern Band of Cherokee Indians (EBCI):** The federally recognized Indian Tribe located in Southwestern North Carolina whose members are exempt from managed care.

20. **Eligibility:** A series of requirements that determine whether an individual is eligible for Medicaid benefits.
21. **Enrollment:** The process through which a Beneficiary selects or is auto-assigned to a PHP to receive Medicaid benefits through the managed care program.
22. **Fee-for-Service (FFS):** A payment model in which providers are paid for each service provided.
23. **Grievance:** As the term relates to a Member, has the same meaning as Grievance, as defined in 42 C.F.R. § 438.400(b).
24. **Formal Referral Agreement:** The formal referral agreement between the Ombudsman Program and an external entity which agrees to provide assistance and resolution for issues outside of the scope of Ombudsman Program services (*e.g.*, issue requires legal assistance in preparation for a hearing, or legal representation). The Formal Referral Agreements do not constitute a subcontractor relationship between the ombudsman and the external entity, and the Formal Referral Agreements shall not serve to transfer any of the duties or obligations of or services provided by the Ombudsman Program to the external entities.
25. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):** Pub. L. 104-191, 110 Stat. 1936, as amended.
26. **Hub and Spokes Model:** A model describing the relationship of the Ombudsman Program with collaborating referral entities (*i.e.*, the Ombudsman Program serves as the “*hub*” agency, and the “*spokes*” are the collaborating referral agencies).
27. **Implementation Plan:** Comprehensive schedule of events, tasks, deliverables, and milestones developed and executed by the Offeror to ensure successful implementation and launch of Ombudsman services.
28. **Interaction:** Client contact made with the Ombudsman Program by or on behalf of Beneficiaries, Members, Potential Members, and their families.
29. **Issue:** An action within managed care delivery brought to the attention of the Ombudsman Program by or on behalf of a member to request assistance in its resolution.
30. **Key Personnel:** Any person performing under this Contract whose absence would cause an immediate and substantial risk to Contractor’s ability to perform its obligations in the Contract.
31. **Limited English Proficiency (LEP):** Has the same meaning as LEP as defined in 42 C.F.R. §438.10(a).
32. **Local Management Entity/Managed Care Organization (LME/MCO):** Defined in G.S. 122C-3(20c) as a local management entity that is under contract with the Department to operate the combined Medicaid Waiver program authorized under Section 1915(b) and Section 1915(c) of the Social Security Act. An LME/MCO is paid a capitated rate by the Department to provide mental health, developmental disability, and substance use services to Medicaid beneficiaries pursuant to a combination of a section 1915(b) and a section 1915(c) waiver and manage federal block grant, State, local and county funds for other Behavioral Health services. As required in Section 4(10) a.5. of Session Law 2015-245, as amended by HB 403, Local Management Entities/Managed Care Organizations operating Tailored Plans are a type of PHP.

33. **Long-Term Care Ombudsman Program:** The Long-Term Care Ombudsman Program assists residents of long-term care facilities in exercising their rights and resolving Grievances between residents, families and facilities.
34. **Long Term Service and Supports (LTSS):** LTSS shall mean:
- a. Care provided in the home, in community-based settings, or in facilities, such as nursing homes;
  - b. Care for older adults and people with disabilities who need support because of age; physical, cognitive, developmental, or chronic health conditions; or other functional limitations that restrict their abilities to care for themselves; and
  - c. A wide range of services to help people live more independently by assisting with personal and healthcare needs and activities of daily living, such as:
    - i. Eating;
    - ii. Taking baths;
    - iii. Managing medication;
    - iv. Grooming;
    - v. Walking;
    - vi. Getting up and down from a seated position;
    - vii. Using the toilet;
    - viii. Cooking;
    - ix. Driving;
    - x. Getting dressed;
    - xi. Managing money.
35. **Medicaid Managed Care or Medicaid Managed Care Program:** The managed care program for North Carolina Medicaid and NC Health Choice beneficiaries.
36. **Members:** Individuals enrolled in and receiving benefits from the Medicaid Managed Care Program.
37. **Memorandum of Agreement (MOA):** A formal business document used to outline an agreement between two separate entities, groups, or individuals. MOAs precede a more detailed contract between the parties.
38. **Meaningful:** Meaningful, as it pertains to core functions provided by the Ombudsman Program are the provision of services that are more than just the ability to provide good customer service but encompasses listening to a question or concern from the Client point of view, clarifying and clearing up any misunderstanding the Client may have, and striving to obtain the best and most efficient outcome for the Client.
39. **North Carolina Office of Administrative Hearings (OAH):** The State Agency that provides a forum for an independent hearing before an administrative law judge when a dispute with a state agency involving a person's rights, duties or privileges cannot be resolved through informal procedures. Second level appeals of Adverse Benefit Determinations go to OAH for the State Fair Hearing.

40. **North Carolina Session Law 2015-245, Session Law 2015-245:** The Medicaid Transformation and Reorganization Act enacted on September 23, 2015, authorizing the transition of the Medicaid and NC Health Choice programs to a managed care delivery system.
41. **Offeror:** Supplier, bidder, proposer, firm, company, corporation, partnership, individual or other entity submitting an offer in response to this RFP.
42. **Ombudsman Program:** A Department program established as a collaborative component of the North Carolina Medicaid Managed Care Support System. This program is separate and distinct from the Long-Term Care Ombudsman Program.
43. **Open Client Issue:** A Client Issue that has been assigned to ombudsman staff but has not been resolved yet.
44. **Open Enrollment Period:** Sixty (60) day period prior to implementation of North Carolina's Medicaid Managed Care Program during which the Cross-Over Population will be able to actively select a PHP with the support of the Enrollment Broker.
45. **Potential Members:** Members enrolled in Medicaid and eligible for enrollment in a PHP.
46. **Protected Health Information (PHI):** Has the same meaning as defined by 45 CFR 160.103.
47. **Prepaid Health Plan (PHP):** Means, as defined in Section 4. (2) of Session Law 2015-245, an entity, which may be a commercial plan or provider-led entity, that operates or will operate a capitated contract for the delivery of covered services.
48. **Referral:** A contact made by the Ombudsman Program to another resource for Client assistance and resolution (*e.g.*, refer eligibility questions to the county DSS refer Choice Counseling requests to the Enrollment Broker).
49. **State Business Day:** Defined as traditional workdays, Monday through Friday, from 8:00AM ET through 5:00PM ET. State holidays are excluded. A list of North Carolina State Holidays is located at <https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays>.
50. **State Fair Hearing:** The hearing or hearings conducted at the Office of Administrative Hearings (OAH) under N.C. Gen. Stat. §108D-15 to resolve an Adverse Benefit Determination.
51. **Vendor:** A company, firm, entity or individual, other than the Contractor, with whom the Department has contracted for goods or services.
52. **Warm Transfer/Warm Hand-Off:** As it relates to ombudsman services, defined as a Member or Client call transferred directly from the original call center or source to the appropriate party without requiring the caller to make an additional call or having to unnecessarily explain the reason for their call again, and without abandoning the call until the other party answers and confirms that they are the appropriate party to provide the assistance needed by the Member/Client.

## B. Acronyms

1. **AMH:** Advanced Medical Home
2. **BH:** Behavioral Health
3. **CAP:** Corrective Action Plan
4. **CIO:** Chief Information Officer

5. **CMS:** Centers for Medicare & Medicaid Services
6. **CFDA:** Catalog of Federal Domestic Assistance
7. **CP:** Commercial Plan
8. **DHB:** Department of Health Benefits
9. **DHHS:** Department of Health and Human Services
10. **DIT:** Department of Information Technology
11. **DSS:** Division of Social Services
12. **EPSDT:** Early and Periodic Screening, Diagnostic and Treatment

### C. Contract Term

1. The initial contract term will begin on the Contract Effective Date and ends on June 30, 2021 (“Initial Contract Term”).
2. At the end of the Initial Contract Term, the Department reserves the option, at its sole discretion, to extend the Contract for up to two (2) successive one (1) year terms, or a different period as required by the Department. The Department shall notify an Offeror in writing if it is exercising its option to renew at least sixty (60) days prior to the expected renewal date.

### D. Terms and Conditions

#### 1. **ACCESS TO PERSONS AND RECORDS:**

- a. Pursuant to G.S. § 147-64.7 and G.S. § 143-49(9), the Department, the State Auditor, appropriate State or federal officials, and their respective authorized employees or agents shall have access to persons and premises, or such other locations where duties under the Contract are being performed, and are authorized to inspect, monitor, or otherwise evaluate all books, records, data, information, and accounts of the Contractor, their subcontractor(s), other persons directed by the Contractor, or Contractor’s parent or affiliated companies as far as they relate to transactions under the Contract, performance of the Contract, or to costs charged to the Contract. The Contractor shall retain any such books, records, data, information, and accounts in accordance with the **RECORD RETENTION** clause of the Contract. Changes or additional audit, retention or reporting requirements may be imposed by federal or state law and/or regulation, and the Contractor must adhere to such changes or additions.
- b. The State Auditor shall have access to persons and records because of all contracts or grants entered by State agencies or political subdivisions in accordance with NCGS § 147-64.7.
- c. Nothing in this section is intended to limit or restrict the State Auditor’s rights.
- d. This provision shall survive termination or expiration of this Contract.
- e. The State Auditor and the Auditor’s authorized representatives shall have access to the persons used, records created, and equipment and facilities furnished pursuant to this Contract as authorized pursuant to N.C.G.S. § 147-64.7(2). The financial auditors of the Department shall also have full access to all financial records and other information determined by the Department to be necessary to Department’s substantiation of the Medicaid monthly

payment(s). These audit rights are in addition to any audit rights any federal agency may have regarding the use of federally allocated Medicaid funds.

2. **ADVERTISING:** Contractor agrees not to use the existence of this Contract or the name of the Department or State of North Carolina as part of any commercial advertising or marketing of its products or services, excepted as permitted under this Contract. A Contractor may inquire whether the Department is willing to act as a reference by providing information directly to other prospective customers. The Department is under no obligation to serve as a reference
3. **AMENDMENTS:** This Contract may not be amended orally or by performance. The Contract may be amended only by written amendments executed by the Department and the Contractor.
4. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the Department and solely as a convenience to the Contractor, the Department may:

- a. Forward the Contractor's payment check directly to any person or entity designated by the Contractor; and
- b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check.

In no event shall such approval and action obligate the Department to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the Department may, at its discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all the Contractor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

5. **AVAILABILITY OF FUNDS:** All payments to Contractor are expressly contingent upon and subject to the appropriation, allocation, and availability of funds to the Department for the purposes set forth in the Contract. If the Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Department's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the term of the Contract extends into fiscal years after that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation, and availability of funds by the N.C. General Assembly for the purposes set forth in this RFP and any resulting Contract. If funds to effect payment are not available, the Department will provide written notification to the Contractor and may terminate the Contract in accordance with the **TERMINATION** clause. If the Contract is terminated, the Contractor agrees to take back any affected deliverables and software not yet delivered under the Contract, terminate any Services supplied to the Department under the Contract, and relieve the Department of any further obligation thereof. The Department shall remit payment for deliverables and services accepted prior to the date of the previously mentioned notice in conformance with the payment terms.
6. **BACKGROUND CHECKS AND DISCLOSURE OF LITIGATION AND CRIMINAL CONVICTION OR ADVERSE FINANCIAL CONDITION:** Background Checks and Disclosure of Litigation and Criminal Conviction or Adverse Financial Condition: The Contractor's failure to fully and timely comply with

the terms of this Section and *Attachment O*, including providing reasonable assurances satisfactory to the State, may constitute a material breach of the Contract and result in Termination for Cause.

- a. Upon execution of this Contract, the Contractor shall notify the State if it, or any of its subcontractors, or their officers, directors, or their Key Personnel, who may provide services under this Contract, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation, or deception. The Contractor shall promptly notify the Department of any criminal litigation, investigations or proceeding involving the Contractor or any subcontractor, or any of the forgoing entities' then current officers or directors during the term of this Contract.
- b. The Contractor shall notify the State of any civil litigation, regulatory finding or penalty, arbitration, proceeding, or judgments against it or its subcontractors during the three (3) years preceding the Effective Period Commencement Date of the Contract, or which may occur during the term of this Contract that involves (1) services or related goods similar to those provided pursuant to any contract and that involve a claim that may affect the viability or financial stability of the Contractor; and (2) a claim or written allegation of fraud by the Contractor or any subcontractor hereunder, arising out of their business activities; and (3) a claim or written allegation that the Contractor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Contractor or its subcontractors shall be disclosed to the Department to the extent they affect the financial solvency and integrity of the Contractor or subcontractor.
- c. Contractor agrees not to use any personnel in the performance of this Contract who have been convicted of any of the crimes listed in subpart a. herein above. In addition, Contractor will not use or authorize any subcontractor to use in the performance of this Contract any persons who have been convicted of any federal or state crime involving antitrust laws, anti-kickback laws, self-referral laws, improper influencing of public officials, or improper management or destruction of public records or financial records.
- d. The Contractor shall notify the State of any legal action that could adversely affect the Contractor's ability to meet the requirements of the Contract.
- e. All notices under subsection a, b, c, and d herein shall be provided in writing to the State within thirty (30) days after the Contractor learns about any such criminal, regulatory, or civil matters or financial circumstances or material change to prior disclosures, unless such matters are governed by the other stated terms and conditions annexed to the solicitation. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Contractor may rely on good faith certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the State.
- f. The Department reserves the right to request a criminal background check on Contractor's employees or independent contractors or the employees of Contractor's approved subcontractors.
- g. Where requested by the Department, Contractor must obtain, at its own expense, and provide the Department, or its designee, a North Carolina State Bureau of Investigation (SBI) and/or Federal Bureau of Investigation (FBI) background check on all employees prior to assignment.

- h. Contractor shall keep any records related to these verifications in accordance with the **RECORD RETENTION** clause of this Contract.
7. **BENEFICIARIES:** The Contract shall inure to the benefit and be binding upon the Parties and their respective successors. It is expressly understood and agreed that the enforcement of the Terms and Conditions of the Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of the Department and Contractor that any such other person or entity receiving services or benefits under the Contract shall be deemed an incidental beneficiary only and not a contractual third-party beneficiary.
8. **CHANGE IN CORPORATE STRUCTURE:** In cases where Contractor(s) are involved in corporate consolidations, acquisition or mergers, the Parties may negotiate agreements for the transfer of contractual obligations and the continuance of contracts within the framework of the new corporate structure, subject to Department approval and the terms of this Contract.
9. **CHOICE OF LAW AND FORUM:** The validity of this Contract and any of its terms and conditions or provisions, as well as the rights and duties of the Parties, are governed by the laws of North Carolina. Forum shall be in the District or Superior Courts of Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined. This section shall survive the termination of the Contract for any reason.
10. **COMPLIANCE WITH LAWS:**
- a. Contractor shall comply with all applicable federal and state laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this Contract.
- b. Contractor is responsible for ensuring its subcontractors comply with all laws, rules, regulations, and licensing requirements applicable to Contractor's performance under this Contract, including but not limited to the applicable provisions of (a) Title XIX of the Social Security Act and Titles 42 and 45 of the Code of Federal Regulations,; and (B) those laws, rules, or regulations of federal and State agencies having jurisdiction over the subject matter of this Contract, whether in effect when this Contract is signed, or becoming effective during the term of this Contract.
11. **CONTRACT ADMINISTRATORS:** Contract Administrators are the persons to whom notices provided for in this Contract shall be given, and to whom matters relating to the administration of this Contract shall be addressed as detailed in *Attachment Q*.
12. **COOPERATION WITH OTHER STATE VENDORS:** Contractor shall cooperate with Department Vendors that are providing goods or services to or on behalf of the Department in relation to Medicaid including those Vendors providing services with respect to system integration, encounter processing, enrollment and eligibility, data analytics, and those engaged by the Department to monitor, validate, or verify Contractor's performance.
13. **COPYRIGHT:** North Carolina Public Records Laws identifies all documents created for public transactions/business as public records; therefore, no deliverable items produced in whole or in



part under this Contract shall be the subject of an application for copyright by or on behalf of Contractor, except as otherwise provided herein. The State shall own all deliverables that Contractor is required to deliver to the Department pursuant to this Contract, except as provided herein.

- a. Contractor shall not acquire any right, title, and interest in and to the copyrights for goods, all software, technical information, specifications, drawings, records, documentation, data, or derivative works thereof, or other work products provided by the State to Contractor.
- b. The State shall, upon payment for the services in full in accordance with the payment terms of this Contract, shall own copyrighted works first originated and prepared by Contractor for delivery to the State.
- c. The State hereby grants Contractor a royalty-free, fully paid worldwide, perpetual, nonexclusive, irrevocable license for Contractor's business use, to non-confidential deliverables first originated and prepared by Contractor for delivery to the State.
- d. Contractor shall maintain ownership of all pre-existing intellectual property that it provides to the State as part of the deliverable(s), and the State shall have a royalty-free, fully paid, worldwide, perpetual, non-exclusive, irrevocable license to use such intellectual property solely for its operations.
- e. The intellectual property terms of this Contract do not: (i) affect Contractor's ownership of all other intangible intellectual property (e.g., processes, ideas, know how) that Contractor has developed in the course of performance hereunder, (ii) prevent Contractor from selling similar services elsewhere, or (iii) prevent Contractor from marketing, licensing or selling any and all intellectual property it develops hereunder to other customers, provided no State confidential information is used or disclosed in the process.

14. **COUNTERPARTS:** This Contract may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Any signature page transmitted by electronic mail in portable document format will have the same legal effect as an original executed signature page.

15. **DISCLOSURE CONFLICTS OF INTEREST:** The Contractor shall disclose any known conflicts of interest, or perceived conflicts of interest, at the time they arise, as follows:

- a. Disclose any relationship to any business or associate with whom the Contractor is currently doing business that creates or may give the appearance of a conflict of interest related to this Contract.
- b. Disclose any business activities conducted by Contractor that creates or may give the appearance of a Conflict of Interest;
- c. Disclose prior to employment or engagement by the Contractor, any firm principal, staff member or subcontractor, known by the Contractor to have a conflict of interest or potential conflict of interest related to this Contract.
- d. Any disclosure of a Conflict of Interest, as required by the Contract, must include a plan by Contractor for reducing, mitigating, or eliminating the Conflict of Interest. Failure to reduce,

mitigate, or eliminate the Conflict of Interest to the satisfaction of the Department may result in termination of the Contract in accordance with the terms of the Contract.

- e. By signing the RFP, the Contractor certifies that it is committed to meeting its obligations under the Contract and will do so in a manner that complies with Contract requirements and is in the best interest of the Department and the State. Contractor further certifies that it shall not knowingly take any action or acquire any interest, either directly or indirectly, that will conflict in any manner or degree with the performance of its services during the term of the Contract.
  - f. All notices required by this subsection must be provided to the Department within thirty (30) days of Contractor becoming aware of the Conflict of Interest or perceived Conflict of Interest.
16. **DISPUTE RESOLUTION**: In the event the Parties disagree as to their respective obligations or performance, or the performance of any subcontractor to this Contract, the Parties agree to meet and identify the specific disagreement(s) between them. The specific disagreement(s) will be documented and provided to the Parties. After each Party has received the written documentation, the following procedure will be followed:
- a. The assigned Party representatives will agree to a meeting time and place and the topics to be discussed.
  - b. At the meeting, each Party will present its position(s), including any evidentiary documentation.
  - c. If the Parties reach resolution at the meeting, Contractor will memorialize the resolution and send such written documentation to the Department for its approval.
  - d. If the Parties are not able to reach resolution at the meeting, each Party will have an additional thirty (30) days to provide additional information to the other Party in a further attempt to reach resolution.
  - e. If the Parties are unable to reach resolution at the end of the additional thirty (30) day period, this dispute resolution process will end, and each Party may invoke any legal or administrative remedy available to it at law or in equity.
  - f. During the period where the Parties are attempting to resolve a dispute, each Party shall proceed diligently and in good faith to perform its respective duties and responsibilities under this Contract.
17. **ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**: This Contract consists of the following documents incorporated herein by reference:
- a. Any amendments, business requirements, or implementation plans, executed by the Parties, in reverse chronological order;
  - b. Execution of Contract, if any;
  - c. Best and Final Offers and negotiation documents, in reverse chronological order, if any;
  - d. Written clarifications, in reverse chronological order, if any;
  - e. Addenda to the RFP, in reverse chronological order, if any; and
  - f. This RFP in its entirety; and
  - g. Offeror's proposal.

In the event of a conflict between the Contract Documents, the term in the Contract with the highest precedence shall prevail. These documents constitute the entire agreement between the parties and supersede all prior oral or written statements or agreements.

18. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall comply with all Federal and State requirements and North Carolina Executive Order 24 dated October 18, 2017, concerning fair employment and employment of the disabled and concerning the treatment of all employees without regard to discrimination by reason of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or expression.
19. **FORCE MAJEURE:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations because of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
20. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the items or services offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing Department immediately, indicating the specific regulation which required such alterations. The Department reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
21. **INDEMNIFICATION:**
  - a. Contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of Contractor.
  - b. Contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Contractor goods and/or services to the State. The representations and warranties in the preceding sentences shall survive the termination or expiration of this Contract. The State, Department, and/or Office of the Attorney General shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed, and the State shall be responsible for its own litigation expenses if it exercises this option.
  - c. Contractor shall hold and save the Department, State, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device, or appliance delivered relating to this Contract. This provision shall survive the termination or expiration of this Contract.

- d. Notwithstanding any other term or provision in this Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the Department and State under applicable law.
22. **INDEPENDENT CONTRACTORS**: Contractor and its employees, officers and executives, and subcontractors, if any, shall be independent Contractors and not employees or agents of the Department. The Contract shall not operate as a joint venture, partnership, trust, agency, or any other similar business relationship.
23. **INHERENT SERVICES**: If any services, deliverables, functions or responsibilities not specifically described in the Contract are required for the proper performance, provision, and delivery of the services and deliverables to be delivered by Contractor pursuant to the Contract, or are an inherent part of or necessary subtask included within the Contract, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided in the Contract, Contractor will furnish all necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary to provide the services to be delivered by Contractor under the Contract.
24. **INSURANCE**: During the term of the Contract, the Contractor, at its sole cost and expense, shall provide commercial insurance coverage of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:
- a. **Worker's Compensation** - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the Contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract.
  - b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit.
  - c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used relating to the Contract. The minimum combined single limit shall be \$500,000.00 for bodily injury and property damage; \$500,000.00 for uninsured/under insured motorist; and \$5,000.00 for medical payment.
  - d. **Requirements** - Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall always comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

25. **LITIGATION:** If a demand is asserted, or litigation or administrative proceedings are begun against the Contractor or against the Department and Contractor jointly relating to the services being provided under this Contract, the Contractor shall notify the Department within five (5) State Business Days of becoming aware of such action. To the extent no conflict of interest exists or arises, Parties may agree to joint defense and agree to cooperate fully in defense of such litigation.
- a. In the event of litigation against the Department related to the Contract, Contractor's performance, or services provided under the Contract, Contractor will cooperate with Department fully in the defense of such litigation.
  - b. Any civil or administrative settlements between Contractor and any entity related to this Contract are public record. All settlements must be reported to the Department within thirty (30) days of an executed settlement agreement and a copy of the settlement agreement must be provided to the Department upon request.
  - c. This provision shall survive expiration or termination of the Contract.
26. **MEDIA CONTACT APPROVAL AND DISCLOSURE:** Contractor shall not use the name or seal of the North Carolina Division of Health Benefits, the North Carolina Department of Health and Human Services or the State of North Carolina in any media release or public announcement or disclosure relating to the terms of this Contract without prior approval of the Department. Contractor shall not provide any information to the media regarding a recipient of services under this Contract without first receiving approval from the Department. In the event the Contractor is contacted by the media for information related to the terms of this Contract or a recipient of services under the Contractor shall make immediate contact with the Department when the contact occurs. Contractor must submit any information related to such media release or public disclosure to the Department for review and approval at least seven (7) Business Days in advance of intended disclosure. Department may, at its sole discretion, object to its publication or require changes to the information intended for public release. The requirements of this Section shall not apply to any information the Contractor is required by law to disclose.
27. **MONITORING OF SUBCONTRACTORS:** Contractor shall perform on-going monitoring of all subcontractors and shall confirm compliance with subcontract requirements. As part of on-going monitoring, the Contractor shall identify to the subcontractor(s) deficiencies or areas for improvement and shall require the subcontractor(s) to take appropriate corrective action. Contractor shall perform a formal performance review of all subcontractors at least annually.
28. **NOTICES:** Any notices permitted or required under the Contract must be delivered to the appropriate Contract Administrator for each Party. Unless otherwise specified in the Contract, any notices shall be in writing and delivered by **both** email and by either (a) prepaid U.S. Mail, or (b) commercial courier (e.g. FedEx, UPS, DHL), or (c) personal delivery.
29. **OWNERSHIP OF DELIVERABLES:** All project materials, including Deliverables, software, data, and documentation created during the performance or provision of services hereunder that are not licensed to the Department or other State entity, or are not proprietary to the Contractor are the property of the Department and must be kept confidential or returned to the Department, or destroyed. Proprietary Contractor materials shall be identified to the Department by the Contractor prior to use or provision of services hereunder and shall remain the property of the Contractor. Derivative works of any Contractor proprietary materials prepared or created during the

performance of provision of services hereunder shall be subject to a perpetual, royalty free, nonexclusive license to the Department and the State. This term shall survive termination or expiration of the Contract.

**30. PAYMENT AND INVOICE TERMS:**

- a. The Contractor must submit one (1) invoice per month, no later than the 20<sup>th</sup> Calendar Day of the month, unless the Department approves another date.
- b. Invoices must be submitted as follows:
  - i. Electronically to: [MedicaidFinanceAP@dhhs.nc.gov](mailto:MedicaidFinanceAP@dhhs.nc.gov)
  - ii. A hard copy to:  
Department of Health and Human Services  
Division of Health Benefits  
ATTENTION: Accounting  
CONTRACT: 30-190485-DHB  
1985 Umstead Drive  
2501 Mail Service Center  
Raleigh, NC 27699-2501
- c. The Department will promptly notify the Contractor of any changes to the information in **c.** above for submission of invoices.
- d. Contractor shall invoice Department for costs in equal monthly installments in accordance with *Attachment C: Cost Proposal*. Invoices must be dated and reflect the fees and charges defined in the Contract for services or deliverables provided in the immediately preceding month and include sufficient supporting documentation for the Department to validate the services and charges.
- e. The Parties shall mutually agree to an invoicing and payment schedule for any one-time implementation fees charged in accordance with *Attachment C: Cost Proposal*, except the Department shall not make payment for any one-time fees prior to the date services for the applicable component of the Scope of Work are fully implemented, unless otherwise agreed to by the Department.
- f. Payment will only be made for services and/or deliverables accepted by the Department in accordance with the Contract requirements, *Attachment C: Cost Proposal* and actual implementation dates.
- g. The Contractor is responsible for all payments to subcontractors under the Contract.
- h. Payment terms are Net not later than thirty (30) days after receipt of a correct invoice as verified by the Department.
- i. In the event the invoice is not correct, and the Department requires changes, the payment terms are net not later than thirty (30) days after receipt of the correct invoice is resubmitted by the Contractor.
- j. The Department reserves the right to dispute an invoice after payment and require the

Contractor to include a credit on the subsequent month's invoice to resolve disputes.

- k. Any reductions based liquidated damages or other performance issues may be withheld from the Contractor's invoices. Contractor shall provide a credit memo for such reductions within ten (10) days, upon request.
31. **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Contractor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for obtaining any Contract or award issued by the State and its Departments and other agencies or entities. The Contractor further warrants that no commission or other payment has been or will be received from or paid to any third-party contingent on the award of any Contract by the State, except as shall have been expressly communicated to the Department's Office of Procurement, Contracts and Grants in writing prior to acceptance of the Contract or award in question. The Contractor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of the Contract; obligation or Contract for future award of compensation as an inducement or consideration for making the Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for termination of all outstanding contracts. Violations of this provision may result in debarment of the Contractor(s) as permitted by 9 NCAC 06B.1206, 01 NCAC 05B.1520, or other provision of law.
32. **RECORD RETENTION:** Records relating to performance under this Contract may not be destroyed, purged, or disposed of except in accordance with applicable State and federal regulations. Records related to this Contract must be retained for three (3) years following its expiration or termination. Any federal regulations that require a longer retention period shall supersede and control. If any litigation, claim, audit, or other civil or criminal action (collectively, "Actions") related to performance under this Contract commences before the retention period has completed, all records relevant to the Actions must be maintained until the Actions are resolved.
33. **RESPONSE TO STATE INQUIRES AND REQUESTS FOR INFORMATION:** The Contractor shall prioritize requests from the Department to respond to inquiries from any Departments under the State of North Carolina, the North Carolina Legislature or other government agencies or bodies. Contractor shall respond to urgent requests from the Department within twenty-four (24) hours and according to the guidance and timelines provided by the Department. Contractor may be required to participate with and respond to inquiries from a consultant contracted with the Department regarding policies and procedures requiring review to determine compliance.
34. **RIGHT TO PUBLISH:** The Department agrees to allow the Contractor to publish material associated with the terms of this Contract provided the Contractor receives prior written approval from the Department. The Contractor shall submit for review any presentation or publication that will be given to outside parties that contains data and information relating to the terms of this Contract at least thirty (30) days in advance. The Contractor shall not advertise or publish information for commercial benefit concerning this contract without the prior written approval of the Contracting Officer.
35. **SEVERABILITY:** If a court of competent authority holds that a provision or requirement of the Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and

requirements of the Contract shall remain in full force and effect.

36. **STATE CONTRACT REVIEW:** This RFP and subsequent contracts are exempt from the State contract review and approval requirements pursuant to G.S § 143B-216.80(b)(4).

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. 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 neither participate with nor 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 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.

38. **SURVIVAL:** The expiration, termination, or cancellation of this Contract will not extinguish the rights of either party that accrue prior to expiration, termination, or cancellation or any obligations that extend beyond termination, expiration or cancellation, either by their inherent nature or by their express terms.



39. **TAXES:** Any applicable taxes shall be invoiced as a separate item and in accordance with this paragraph and applicable laws.
- a. G.S. § 143-59.1 bars the Department from entering into Contracts with Contractors if the Contractor or its affiliates meet one of the conditions of G.S. § 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. § 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Contractor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Contractor certifies that it and all its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
  - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Contractor will be executed and returned by the using agency.
  - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
40. **TERMINATION:** Department shall provide any notice of termination to the Contractor's Contract Administrator for contractual matters, pursuant to *ATTACHMENT Q: CONTRACT ADMINISTRATORS* and the *NOTICE* clause of this Contract.
- a. **Termination without Cause:** The Department may terminate this Contract, in whole or in part, by giving sixty (60) days prior notice in writing to the Contractor. Contractor shall be entitled to sums due as compensation for deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the Department, the Department will pay for all services performed and products delivered in conformance with the Contract up to the date of termination.
  - b. **Termination for Cause:** In the event any goods, software, or service furnished by the Contractor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within thirty (30) days, or other time period specified by the Department, after providing written notice thereof to Contractor, the Department may arrange for the provision and the fulfillment of such obligations, all at the sole cost and expense of Contractor, and the Contractor shall refund to Department all sums expended by Department in so doing. The rights and remedies of the Department provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be relieved of liability to the Department for damages sustained by the Department arising from Contractor's breach of the Contract; and the Department may, in its discretion, withhold any payment due as a setoff until the damages are finally determined or as agreed by the Parties.
  - c. **Contract Expiration, Termination, and Transition Obligations of Contractor:**  
At least ninety (90) days before Contract expiration, and within sixty (60) days of receipt of notice by Contractor of any Contract termination, Contractor shall provide notice of termination to Members. In all cases, Contractor's notification letter must be approved by Department before Contractor mails the notice to Members.

No less than sixty (60) days prior to the date of planned expiration or forty-five (45) days of planned termination of this Contract, Contractor shall:

- i. Arrange for the secure maintenance of all Contractor records for audit and inspection by Department, CMS, and other authorized government officials;
- ii. Provide for the transfer of all data, to Department or its agents as may be requested by Department;
- iii. Provide for the preparation and delivery of all reports, forms and other documents to Department as may be required pursuant to this Contract or any applicable policies and procedures of Department; and
- iv. Notify all Members in writing of the pending expiration or termination of this Contract. Such notice shall also include all information required by Department.

41. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this contract and all provisions that specify a time for performance.
42. **TITLES AND HEADINGS:** Titles and headings in this RFP, and in any subsequent contract, are for convenience only and shall have no binding force of effect.
43. **WAIVER:** The failure to enforce or the waiver by the State of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

## E. Confidentiality, Privacy and Security Protections

1. The requirements of this section shall survive expiration or termination of the Contract except for subsections 5, 6, 7, and 8, which shall survive so long as Contractor holds State-owned data.
2. **Confidential Information**
  - a. The Contractor, its agents, and its subcontractors shall maintain the security and confidentiality of all data, information, working papers, and other documents related to the Contract. The Contractor shall treat all information obtained through its performance under the Contract as confidential information and shall not use such information except as provided under this Contract. Any use, sale, or offer of confidential information except as contemplated under the Contract or approved in writing by the Department shall be a violation of the Contract. Any such violation will be considered a material breach of the Contract. Contractor specifically warrants that it, its officers, directors, principals, employees, any subcontractors, and approved third-party contractors shall hold all information received during performance of the Contract in the strictest confidence and shall not disclose the same to any third party except as contemplated under the Contract or approved in writing by the Department.
  - b. Contractor warrants that all its employees, subcontractors, and any approved third-party Contractors are subject to a non-disclosure and confidentiality agreement that is enforceable in North Carolina and sufficient in breadth to include and protect confidential information related to the Contract. The Contractor shall, upon request by the Department, verify and produce true copies of any such agreements. Production of such agreements by the Contractor may be made subject to applicable confidentiality, non-disclosure, or privacy laws, provided that the

Contractor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the North Carolina Public Records laws in NCGS 132-1 et. Seq. The Department may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the Department for the Contractor's execution. The Department may exercise its rights under this paragraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes, including but not limited to, 26 USC 6103 and IRS Publication 1075 (Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities), HIPAA, and implementing regulation in the Code of Federal Regulations and any future regulations imposed upon the Department of Information Technology Services or the North Carolina Department of Revenue pursuant to future statutory or regulatory requirements.

- c. The Department, State auditors, State Attorney General, Federal officials as authorized by Federal law or regulations, and State officials as authorized by State law or regulations, as well as the authorized representatives of the foregoing, shall have access to confidential information in accordance with the requirements of State and Federal laws and regulations. No other person or entity shall be granted access to confidential information unless State and Federal laws and regulations allow such access. The Department has the sole authority to determine if and when any other person or entity has properly obtained the right to have access to any confidential information and whether such access may be granted. Use or disclosure of confidential information shall be limited to purposes directly connected with the administration of the Contract.
- d. The Contractor warrants that without prior written approval of the Department, the Contractor shall not incorporate confidential or proprietary information of any person or entity not a Party to the Contract into any materials furnished to the Department, nor without such approval shall the Contractor disclose to the Department or induce the Department to use any confidential or proprietary information of any person or entity not a Party to the Contract.
- e. The foregoing confidentiality provisions do not prevent the Contractor from disclosing information that (i) at the time of disclosure by the Department is already known by the Contractor without an obligation of confidentiality other than under this Contract, (ii) is publicly known or becomes publicly known through no act of the Contractor other than an act that is authorized by the Department, (iii) is rightfully received by Contractor from a third party and Contractor has not reason to believe that the third party's disclosure was in violation of an obligation of confidence to the Department, (iv) is independently developed by the Contractor without use of the Department's confidential information, (v) is disclosed without similar restrictions to a third party by the Department, or (vi) is required to be disclosed pursuant to a requirement of law or a governmental authority, so long as the Contractor, to the extent possible provides the Department with timely prior notice of such requirement and coordinates with the State in an effort to limit the nature and scope of such required disclosure.

### **3. HIPAA and HITECH**

- a. The Department has declared itself to be a hybrid entity under HIPAA with the Division of Health Benefits being a covered healthcare component. As such, this Contract and related activities are subject to HIPAA and Health Information Technology for Economic and Clinical Health Act (HITECH). Contractor shall comply with HIPAA and HITECH requirements and regulations, as amended, including:

- i. Compliance with the Privacy Rule, Security Rule, and Notification Rule;
- ii. The development of and adherence to applicable Privacy and Security Safeguards and Policies;
- iii. Timely reporting of violations regarding the access, use, and disclosure of PHI; and
- iv. Timely reporting of privacy and/or security incidents:

<https://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security>

- b. Contractor will be performing functions on behalf of the Department that make Contractor a business associate for purposes of HIPAA regulations. Accordingly, Contractor and this Contract are subject to the terms and conditions of the Business Associate Agreement, Attachment F, to this RFP.
- c. Contractor shall cooperate and coordinate with the Department and its privacy officials and other compliance officers as mandated by HIPAA and HITECH and accompanying regulations, or as requested by the Department, during performance of the Contract so that both Parties are in compliance with HIPAA and HITECH.
- d. In addition to federal law and regulation, Contractor shall comply with state rules and regulation regarding protected information and Department and State policies including State IT Security Policy and standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions.

#### 4. North Carolina Identity Theft Protection Act and Other Protections

Certain data and information received, generated, maintained or used by Contractor may be classified as “*identifying information*” within the meaning of NCGS 14-113.20(b) or “*personal information*” within the meaning of NCGS 75-61(10). Contractor is subject to the North Carolina Identity Theft Protection Act requirements, NCGS 132-1.10 and NCGS 75-65 and must protect such identifying information and personal information as required by law, Department and state policy, and the terms of this Contract. Contractor shall report security incidents and breaches of all protected information, whether PHI, identifying information, or personal information as required in these Confidentiality, Privacy, and Security Provisions.

#### 5. Information Technology

- a. Contractor shall comply with and adhere to all applicable Federal and North Carolina laws, regulations, policies, and guidelines, including but not limited to HIPAA, CMS and State IT Security Policy and Standards, and Department Privacy and Security Policies. These policies may be revised periodically, and the Contractor shall comply with any revisions. The State Security Manual is available at <https://it.nc.gov/statewide-information-security-policies> and the Department security manual is available at <https://www2.ncdhhs.gov/info/olm/manuals/dhs/pol-80/man/>:
- b. Contractor’s information technology systems shall meet all Federal, State, and Department statutes, rules and regulations governing information technology (including but not limited to 26 U.S.C. 6103, SSA, IRS Publication 1075, and HIPAA) and the policies of the NC Department of

Information Technology. See e.g., <https://it.nc.gov/statewide-information-security-policies> and <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>:

- c. **Enterprise Architecture Standards:** The North Carolina Statewide Technical Architecture standards are located at <https://it.nc.gov/services/it-architecture/statewide-architecture-framework>. This provides a series of domain documents describing objectives, principles and best practices for the development, implementation and integration of business systems.
- d. **Modifications, Updates or Fixes to Contractor's Information Technology Systems:** Contractor shall adhere to the Department's Change Management and control policies and procedures for all system modifications. Contractor shall not modify, update, or fix any IT system that shares information with (or interfaces with) the Department's Information Technology systems without the Department's prior written approval. Contractor's request for approval must be communicated to the Department no later than one hundred twenty (120) days prior to the change and contain a detailed description of the changes proposed by Contractor. Contractor must supplement its request with all clarifications and additional information requested by the Department. Contractor shall not place any modification, upgrade or fix into a production environment without first giving the Department an opportunity to test the modification, upgrade or fix to ensure that it does not impair the operation of the Department's IT systems. The Department reserves the right to delay implementations if it perceives a risk to its operations.
- e. **Patch Management:** Contractor shall apply patches based on State requirements on or to any Information Technology Systems or platforms that share information with (or interfaces with) the Department's Information Technology Systems or which may impact the delivery of services to the Department's Members. The State requirements are located at the following URL: [https://files.nc.gov/ncdit/documents/files/Statewide-Information\\_Security\\_Manual.pdf](https://files.nc.gov/ncdit/documents/files/Statewide-Information_Security_Manual.pdf). Contractor shall coordinate patching activity with the Department to be sure any dependent patching that needs to be implemented on Department Information Technology Systems or platforms is completed in the conjunction with Contractor patching. The requirement to apply the patch may come from Contractor, the Department, or an external organization such as <https://www.us-cert.gov/>.
- f. **Changes to Department Information Technology Systems:** The Department anticipates changes to its Information Technology Systems. Contractor will update its Information Technology Systems to conform with any updates to the Departments' Information Technology System changes including but not limited to data exchanges and interfaces, file formats, data exchange frequencies, data exchange protocols and transports, source and target systems, and file size (i.e. number of records per file or overall file size in bytes). The Department will provide test environments to allow adequate testing time.
- g. **Department's Rejection of Contractor's Modifications, Updates or Fixes to Contractor's IT Systems:** The Department reserves the right to reject any modification, update or fix that does not meet the Department's Information Technology standards or could impair the operation of the Department's IT system.
- h. **Cost of Modifications, Updates, Fixes, and Patches to Contractor's IT Systems:** The cost of all modifications, updates, fixes, and patches to Contractor's Information Technology Systems

(whether proposed by Contractor or required by the Department) shall be borne solely by Contractor.

- i. **State LAN/WAN:** Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. Contractor shall complete all necessary paperwork as directed and coordinated by the Division's Contract Administrator for security issues to obtain the required written approval by the Department to connect Contractor-owned equipment to a State LAN/WAN.
- j. **Connectivity:** Contractor shall be responsible for providing connectivity to the Department's network and systems as required by the Department. This includes any network, connectivity, licensing, or hardware associated with complying with the State's and the Department's policy for securing data. This applies to all communication between Contractor and the Department and includes the Department's current and future contractors' networks.
- k. **Web / Internet Presence:** Where necessary, any web presence that is required to complete the terms of this Contract will comply with the Department's the State's, and federal standards including but not limited to those required for accessibility (Web Content Accessibility Guidelines (WCAG) 2.0 and the current release of web content accessibility guidelines published by the Web Accessibility Initiative and outlined in Sec. 508 of the Rehabilitation Act of 1973 as amended January 2017). The Department will make these standards available as needed.
- l. **Architecture Framework:** Contractor shall follow the North Carolina Statewide Information Architecture Framework (located at <https://it.nc.gov/services/it-architecture/statewide-architecture-framework>), and any Department derivatives of these documents. Contractor shall provide documentation as requested by the Department to assess the security of Contractor's facilities and systems.

## 6. Continuous Monitoring

- a. Contractor shall adhere to the State CIO's mandate for a Continuous Monitoring Process and work with the Department to implement a risk management program that continuously monitors risk through assessments, risk analysis and data inventory. The requirements are based on NIST 800-37, Continuous Monitoring Process, and originates from N.C. Gen. Stat. § 143B-1376, which requires the North Carolina State CIO to annually assess each agency and each agency's contractors' compliance with enterprise security standards located at: [http://www.ncleg.net/EnactedLegislation/Statutes/HTML/ByChapter/Chapter\\_143B.html](http://www.ncleg.net/EnactedLegislation/Statutes/HTML/ByChapter/Chapter_143B.html).
- b. Contractor shall assist the Department with risk assessment and security assessment of the Contractor's critical systems and infrastructure.
  - i. **Risk Assessment:**
    - a) Contractor shall assist the Department with risk assessment and security assessment of the Contractor's critical systems and infrastructure.
      - 1. Contractor shall perform the required assessments, either through a third-party or a self-assessment, on a three-year cycle (with a third-party assessment mandated every third year).
      - 2. All findings identified in the assessment shall be provided, through the Department to the North Carolina Department of Information Technology

within thirty (30) days of assessment completion and a plan to remediate each finding.

- b) The Contractor shall provide a risk assessment for its cloud-hosted providers or off-site hosting service providers.
  - c) The Contractor shall provide all findings identified in these risk assessments to NC DIT within thirty (30) days of assessment completion, also including a corrective action plan documenting how each finding will be remediated.
- ii. **Assessment of Agency Cloud-Hosted Providers or Off-Site Hosting Services:**
- a) Contractors providing infrastructure as Platform as a Service and/or Software as a Service are required to obtain approval from the Department and ensure Contractor compliance with Statewide security policies.
  - b) Contractor shall provide attestation to their compliance and an industry recognized, third party assessment report performed annually. Types of these reports include: Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type II, SSA 16/18 or ISO 27001.
  - c) Departments and their divisions/offices are required to review these reports, assess the risk of each contractor, and provide annual certification of their compliance to the State CIO.
  - d) Contractor shall cooperate with the Department in completing a data inventory of all cloud hosted services as required and performed through completion of a Privacy Threshold Analysis (PTA) documenting the data classification and data fields hosted within the cloud, offsite or vendor hosted environment. The PTA shall be reviewed and updated annually by the Parties and when changes have been made to the data being collected. The Department's PTA form is available at: <https://it.nc.gov/documents/privacy-threshold-analysis-pta-form>.

## 7. **Secure Integration Services**

- a. Contractor's systems shall be able to transmit, receive and process data in HIPAA-compliant or Department-specific formats and methods, including but not limited to Secure File Transfer Protocol (SFTP) over encrypted connections such as a SSL (Secure Sockets Layer) or SSH (Secure Shell).
- b. Contractor shall work with the Department and Department vendors to implement data exchanges that comply with the Department, State's security policies, as defined by the North Carolina Department of Information Technology. The State's preferred method of exchanging data with other applications in the Medicaid Enterprise System (MES) is through synchronous real-time web services and/or asynchronous queue-based messaging.
- c. Contractor shall have the ability to exchange files through secure protocols with other systems.

## 8. **North Carolina Identity (NCID) Service**

- a. Any Contractor systems that are utilized by the State or by Beneficiaries must externalize identity management and may be required to utilize the North Carolina Identity Service for the

identity management and authentication related functions performed by Contractor's applications. NCID is the State's enterprise identity management (IDM) service. The North Carolina Department of Information Technology operates it. Additional information regarding this service can be found in the DIT Service Catalog at: <http://it.nc.gov/it-services> (see Identity Management - NC Identity Management under the main menu item Application Services) and the NCID Web site at: <https://www.ncid.its.state.nc.us/>.

- b. The use of any other IDM service will require Department and State approval. The protocol (web services, LDAP, SAML, etc.) shall be determined by the Department and the Contractor based on the implementation. In addition, the Contractor may be required to implement multi factor authentication per the State specifications.

## 9. Security

- a. State of NC Security Standards and DHHS Privacy and Security Standards

- i. Contractor shall comply with all security standards including those published in the State of North Carolina Statewide Information Security Manual, the North Carolina Department of Health and Human Services Privacy and Security Office (PSO) Standards, and any federal regulations and requirements. Department policies can be found at:

<https://www2.ncdhhs.gov/info/olm/manuals/dhs/pol-80/man/>.

The State of North Carolina Statewide Information Security Manual is available at the following URL: <https://it.nc.gov/statewide-information-security-policies>. The Department will work with the Contractor to validate compliance with the PSO standards.

- ii. The Contractor's systems and processes shall comply with all current and future Federal, State, and Department requirements for privacy and security and data exchange within one hundred twenty (120) days of the implementation of that standard.

- b. **Physical Security**

- i. Each person who is an employee or agent of Contractor or sub-contractor must always display an appropriate State badge and his or her company ID badge while on State premises. Upon request of Department personnel, each such employee or agent must also provide additional photo identification.
- ii. At all times at any State facility, Contractor's personnel shall cooperate with State site requirements, including being prepared to be escorted, providing information for badging, and wearing the badge in a visible location.

- c. **State of NC Data Classification and Handling**

The State of North Carolina Data Classifications as published in the North Carolina Department of Information Technology Data Classification and Handling Policy guide and the related handling procedures will apply to all data held in Contractor's IT systems on behalf of the Department, and in the execution of this contract. The guide is available at the following URL: <https://files.nc.gov/ncdit/documents/files/Statewide-Data-Class-Handling.pdf>.

## 10. Privacy and Security Incidents and Breaches



- a. Contractor shall cooperate with the Department regarding any privacy and security incident or breach.
- b. Contractor shall report all privacy and security incidents (whether confirmed or suspected) and any breaches to the Department's Privacy and Security Office Incident Website at <https://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security> within twenty-four (24) hours after the incident is first discovered. If a Social Security number has been compromised, the incident must be reported to the Department's privacy and Security Office within sixty (60) minutes.
- c. Contractor in coordination with the Department PSO shall also report any breaches of personal information to the North Carolina Department of Justice Consumer Protection Division as well as to the three major consumer reporting agencies. NCDNJ information is available here: <http://ncdoj.gov/Protect-Yourself/2-4-3-Protect-Your-Identity/Protect-Your-Business/Security-Breach-Information.aspx>.
- d. If any applicable Federal, State, or local law, regulation or rule requires the Department or the Contractor to give persons written notice of a privacy and/ or security breach arising out of the Contractor's performance under this Contract, the Contractor shall bear the cost of the notice and any other costs related to or resulting from the breach.
- e. Contractor shall notify the Department's Contract Administrator for Privacy and Security matters of any contact by the Federal Office for Civil Rights (OCR) received by the Contractor. This term survives termination or expiration of the Contract, as it relates to contact by OCR related to this Contract.

## F. Public Records and Trade Secrets Protections

1. Pursuant to N.C. Gen. Stat. § 132-1, et seq., this Contract and information or documents provided to the Department under the Contract are Public Record and subject to inspection, copy and release to the public unless exempt from disclosure by statute.
2. Any proprietary or confidential information which conforms to exclusions from public records as provided by Chapter 132 of the General Statutes must be clearly marked as such with each page containing the trade secret or confidential information identified with bold face as "**CONFIDENTIAL.**" Any material labeled as confidential constitutes a representation by the Contractor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under N.C. Gen. Stat. § 66-152(2). Under no circumstances shall price information be designated as confidential. Contractor is urged and cautioned to limit the marking of information as trade secret or confidential so far as is possible.
3. Regardless of what Contractor may label as a trade secret, the determination of whether it is or is not entitled to protection will be made in accordance with N.C. Gen. Stat. § 132-1.2 and N.C. Gen. Stat. § 66-152(2). If any challenge, legal or otherwise, is made related to the confidential nature of information redacted by the Contractor, the Department will provide reasonable notice of such action to Contractor, and Contractor shall be responsible for the cost and defense of, or objection to, release of any material. The Department is not obligated to defend any challenges as to the confidential nature of information identified by the Contractor as being trade secret, proprietary, and otherwise confidential. The Department shall have no liability to Contractor with the respect to

disclosure of Contractor’s confidential information ordered by a court of competent authority pursuant to N.C. Gen. Stat. § 132-9 or other applicable law.

4. A redacted copy of this Contract and any subsequent amendments, documents, or materials relating to or provided as part of this Contract, shall be provided to the Department within thirty (30) days of execution. Redacted copies must clearly indicate where information has been redacted. For the purposes of this Contract, redaction means to edit the document by obscuring information that is considered confidential and proprietary **and** meets the definition of Confidential Information set forth in N.C. Gen. Stat. § 132-1.2. In lieu of redacting information by obscuring, Contractor may replace the information, paragraphs or pages with the word “Redacted.” By submitting a redacted copy, the Contractor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked Confidential and/or Redacted meet the requirements of Chapter 132 of the General Statutes. Redacted copies provided by Contractor to the Department may be released in response to public record requests without notification to the Contractor. Information submitted by Contractor that is not marked “Confidential” or “Trade Secret” will become a public record.

#### IV. MINIMUM QUALIFICATIONS

The Department has defined Minimum Qualifications that the Offeror must meet to be considered and have its response evaluated as defined in *Section II.G: Evaluation Process and Contract Award Section. Section IV, Table 1: Minimum Qualifications* below defines the Department’s Minimum Qualifications. The Offeror must complete *Attachment A: Minimum Qualifications Table* and provide the appropriate details to support each requirement as part of the Offeror’s Proposal and Response.

	<b>Section IV, Table 1: Minimum Qualifications</b>	<b>Minimum Requirement</b>
1.	The Offeror, by responding to this RFP, agrees to all (i) General Terms & Conditions; (ii) Confidentiality, Privacy, and Security Protections; (iii) Conflict of Interest Requirements; and (iv) Non-Discrimination Requirements.	<b>Meets/Does Not Meet</b>
2.	The Offeror is a North Carolina nonprofit entity, in accordance with applicable law, at the time of response submission.	<b>Meets/Does Not Meet</b>
3.	The Offeror confirms capacity to handle approximately 1,500 in-coming calls per month.	<b>Meets/Does Not Meet</b>
4.	The Offeror has a minimum of three (3) years demonstrated experience providing information, counseling, and assistance about NC Medicaid policy and services to or on behalf of those who have received or applied for NC Medicaid programs.  All three (3) years of Offeror’s experience must be within the past five (5) years of the date the RFP is issued by the Department.	<b>Meets/Does Not Meet</b>
5.	The Offeror has a minimum of three (3) years demonstrated experience providing healthcare advocacy to healthcare consumers and Medicaid beneficiaries.  All three (3) years of Offeror’s experience must be within the past five (5) years of the date the RFP is issued by the Department.	<b>Meets/Does Not Meet</b>

## V. SCOPE OF WORK AND REQUIREMENTS

The Offeror must submit their Technical Proposal as *ATTACHMENT B: TECHNICAL PROPOSAL*. The Offeror must confirm adherence to the expectations of the Department and describe their ability to meet the requirements of this RFP. The Offeror must provide a detailed narrative, diagrams, process flows, exhibits, examples, sketches, descriptive literature and/or detailed information specifically tailored for the North Carolina Medicaid Managed Care Ombudsman Program to demonstrate its ability to meet requirements.

### A. Qualifications, Experience and Federal Requirements

1. The Department seeks and requires a Contractor:
  - a. To serve as the State's Medicaid Managed Care Ombudsman Program for its Beneficiaries and support the transformation of the State's Medicaid program from Fee-For-Service to the Medicaid Managed Care Program.
  - b. Having the experience, knowledge, and resources to support all the services outlined in this RFP.
  - c. Be transparent in its dealings with the Department and the State's Medicaid Beneficiaries and stakeholders.
  - d. With a history of providing Ombudsman and advocacy services to health care consumers, in a variety of formats including telephonic and face-to-face.
  - e. That has advanced knowledge of North Carolina Medicaid programs and services.
  - f. With a proven track record of on-time implementation, delivery of services and high level of customer satisfaction.
2. The Contractor must operate the Ombudsman Program as a component of North Carolina's Beneficiary Support System as required under 42 C.F.R. § 438.71. In the event there are changes to any applicable law, rule or regulation, the Contractor must work with the Department to make the necessary modifications to meet all changes and requirements.
3. As defined in 42 C.F.R. § 438.71, and as the services relate to the Ombudsman Program, the Beneficiary Support System shall include, but is not limited to, the provision of information to assist all Beneficiaries, including Members, Potential Members or their Authorized Representatives who seek information in understanding:
  - a. Managed care;
  - b. The North Carolina Medicaid Program, generally, and the North Carolina Medicaid Managed Care Program, specifically, and how each operates. The Ombudsman Program will only provide general information about Medicaid eligibility and will be expected to transfer questions related to eligibility to county Department of Social Services (DSS) offices;
  - c. How Beneficiaries access covered services within the North Carolina Medicaid Managed Care Program including physical, Behavioral Health and pharmacy services or access covered services not delivered through the North Carolina Medicaid Managed Care Program. The Ombudsman Program shall provide information to assist in navigating managed care and will be expected to transfer callers needing Choice Counseling to the Enrollment Broker (EB); and

- d. Beneficiary rights and responsibilities in the managed care program.
4. The Ombudsman shall perform outreach to Beneficiaries and/or their Authorized Representatives and be accessible in multiple, integrated ways including by phone, mail, internet, and in-person, and through auxiliary aids and services.

## B. North Carolina Medicaid and NC Health Choice Populations

1. *Attachment P: North Carolina Medicaid and Health Choice Estimated Enrollment* contains the 5-year managed care enrollment estimates for the North Carolina Medicaid and Health Choice programs.
2. Over time, the Department expects that approximately ninety percent (90%) of Beneficiaries will be required to enroll in managed care.
3. The number of individuals contacting the Ombudsman Program will vary and is estimated to be approximately 1,500 calls per month during peak times such as Open Enrollment Periods and expanded crossover periods.
4. The level of assistance and involvement provided by the ombudsman will vary depending on the circumstances presented.
5. The Contractor shall provide Medicaid and Medicaid managed care information, education and referral to Beneficiaries receiving services through the Medicaid Fee-For-Service delivery system, including through the LME/MCOs, and to enrolled Medicaid Managed Care Program Members and Potential Members.
6. The Contractor shall provide Medicaid Managed Care Issue resolution for Members enrolled with a PHP.

## C. Program Limitations

1. The Ombudsman services provided by the Contractor are not a replacement for the required Grievance and Appeals processes required of each PHP, nor do the services replace the right of a member to appeal through any State-administered appeals system.
2. The Ombudsman services provided by the Contractor are distinct from North Carolina's existing Long-Term Care Ombudsman Program that assists residents of long-term care facilities, although the Department anticipates some level of collaboration between the two programs.
3. The level of assistance and involvement provided by the Contractor may vary depending on the circumstances. Assistance may range from providing basic managed care information to providing Issue resolution assistance for a member disputing a coverage issue with a PHP.
4. The Department is not attempting to limit what other Beneficiary support activities the Contractor may otherwise engage in, but the Member Ombudsman program has limited funds and resources and the Department has a policy interest to ensure that those funds and resources are only expended on Member Ombudsman services. Therefore, the Contractor shall not use or direct any dollars received in the performance of this Contract for the following purposes:
  - a. Provide legal assistance or legal representation for or on behalf of Medicaid Beneficiaries and/or Medicaid Managed Care Members; or

- b. Act as a choice counselor or provide Choice Counseling for Medicaid Managed Care enrollment; or
- c. Act as a Navigator<sup>8</sup> in the Marketplace for purposes of the federal exchanges; or
- d. Serve as a support system for Medicaid-enrolled providers; or
- e. Act as a provider ombudsman; or
- f. Participate in mediation related to beneficiary enrollment or adverse benefit determinations.

## D. Core Functions

1. The Contractor shall operate North Carolina’s Medicaid Managed Care Ombudsman Program, in accordance with the requirements of this RFP, performing the core functions of Information and Education, Issue Resolution, Referral, and Trend Monitoring, as described below.
  - a. The Contractor must develop and provide to the Department’s Contract Administrator for day-to-day activities for review and approval within forty-five (45) days of Contract award all internal policies, procedures, processes and workflows which describe how the core functions required in this RFP will be performed, including their staffing capacity and timeframes for responding to, managing, providing follow-up, and resolving Client Issues received by phone, website, email, by mail and in-person.
  - b. Ombudsman Program Contact Management: The Contractor shall implement a triage and assessment process for each contact that identifies:
    - i. the needs or requests of each person who contacts or interacts with the Ombudsman Program;
    - ii. which core functions will be performed for the individual; and
    - iii. subsequent actions to be taken.
2. **Information and Education**
  - a. The Contractor must operate the Ombudsman Program as a “no wrong door” information and education access point for all Medicaid populations and their families.
  - b. The Contractor must provide relevant, current and accurate information to assist individuals with access to care, whether an individual seeks care through Medicaid Fee-for-Service or the Managed Care Program.
  - c. The Contractor must provide, at a minimum, Medicaid and Medicaid Managed Care education and information to help answer questions over the phone, website, email, by mail and in-person.

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<sup>8</sup> Navigator means an individual or organization trained and able to help consumers, small businesses, and their employees as they look for health coverage options through the Marketplace, including completing eligibility and enrollment forms.

The health insurance Marketplaces, also called health exchanges, are organizations in each state through which people can purchase health insurance. People can purchase health insurance that complies with the Patient Protection and Affordable Care Act at ACA health exchanges, where they can choose from a range of government-regulated and standardized health care plans offered by the insurers participating in the exchange.

- d. The Contractor’s staff must be knowledgeable of the services provided by DSS, the PHPs, the EB, and other entities that assist Beneficiaries. This knowledge enables the Ombudsman to effectively and efficiently direct individuals to the appropriate source for assistance, regardless of where their search begins (*e.g.*, a Beneficiary contacting the Ombudsman with eligibility questions should be directed to their county DSS office).
- e. New or updated information and education materials developed by the Contractor must comply with the communication requirements as defined in *Section V.F., Communication, Engagement and Outreach*, and the *Section V.I. Language, Accessibility, and Cultural Competency*.
- f. New or updated information and education materials developed by the Contractor must be submitted to the Department’s Contract Administrator for day-to-day activities for review and approval prior to use.
- g. The Contractor shall review all information and educational materials it develops on, at minimum, an annual basis to ensure the informational and educational materials are relevant, current and accurate.
- h. The Contractor shall make updates to informational and educational materials as required to keep the material relevant, current and accurate as changes occur within the Medicaid program, federal and North Carolina law, and at the request of the Department.
- i. The Contractor shall utilize knowledge gained during training, knowledge transfer sessions, and engagement with Department to stay current on changes impacting NC Medicaid, Medicaid Managed Care, and services provided by the PHPs and Enrollment Broker, that may impact the provision of information and education.
- j. The Contractor shall document, track and report to the Department all information and education provided that includes at a minimum, the following data elements:
  - i. Type of inquiry for which information and/or education was provided;
  - ii. Contact notes;
  - iii. Action taken, or follow-up completed;
  - iv. Length of time before initial contact was responded to or acknowledged; initial contact date; response date;
  - v. Length of time before all questions were addressed and Interaction/contact closed; date closed;
  - vi. Demographic information to include at a minimum, the Medicaid identifier, Client name, date of birth, Medicaid county, and preferred language; and
  - vii. If known, whether the individual receives care through Medicaid Fee-for-Service or the Managed Care Program.
- k. Referral information including referral entity name and reason for referral.

### **3. Issue Resolution**

- a. The Contractor shall ensure that Ombudsman services P are not construed in any way to be a replacement for required Grievance and Appeals processes within the PHP or other entities, nor

do the services replace the right of a member to request an appeal through the Grievance and Appeals or State Fair Hearing process. The Contractor shall not, in any way directly or indirectly, impede or limit a Member's right to file a grievance with a PHP, contractor, or the State. The Contractor shall not, in any way directly or indirectly, impede or limit any Member from requesting any appeal at any time.

- b. The Contractor shall develop and implement a clear and comprehensive system for Clients to give informed consent to others, to communicate with the Ombudsman Program on their behalf in the process of Issue resolution, such as non-legal guardian relatives, Authorized Representatives, or other trusted members of their support system, including referral entities.
- c. The Contractor shall advocate on behalf of Clients to resolve Issues, support the Client's right to access to care, and, when necessary, educate the Client to advocate for themselves through the Grievance and Appeals system.
- d. The Contractor shall respond to Client Issues and concerns in a Meaningful manner that involves more than just providing good customer service but encompasses listening to the concern from the Client point of view, clarifying and clearing up any misunderstanding the Client may have about the Issue or the Medicaid Managed Care Program, and striving to obtain the best and most efficient outcome for the Client.
- e. The Contractor shall provide Meaningful Issue resolution by:
  - i. Providing one-on-one assistance;
  - ii. Determining the best and most efficient action to take after assessment of the Client Issue presented;
  - iii. Providing the best possible resolution for the Client based on the presenting request or concern;
  - iv. Collaboratively working with entities operating within the Beneficiary support system and other entities in efforts to resolve Client concerns;
  - v. Providing a Warm Hand-Off with appropriate, supportive materials, when there is a need to transfer a Client to an external entity in the process of Issue resolution.

#### **4. Issue Management**

- a. The Contractor must develop and provide to the Department for review and approval within forty-five (45) days of Contract award, all internal policies, procedures and processes with associated timelines which guide the Contractor in determining how identified Issues are managed. These policies and procedures must outline:
  - i. decision-making processes used by the Ombudsman for determining the appropriate course of action for all incoming Issues regardless of intake method or channel;
  - ii. timely and efficient Issue assignment, handling and resolution;
  - iii. prioritization of Client Issues that may be of an urgent nature (*e.g.*, expedited appeals); and
  - iv. internal and external triage/assessment process and workflows.

- b. The Contractor shall respond in a manner that allows a Client who has called about an Issue and is calling back on the same Issue the ability to be directed to the same person assigned to resolve the Issue, or at a minimum, to not be required to re-explain the problem.
- c. The Contractor shall utilize its case management system to electronically document, track and report to the Department on all Issues from initial contact through closure, and shall capture at a minimum, the following data elements:
  - i. Issue type;
  - ii. Source of contact, i. e. ombudsman contact was made directly from Client, from a family member, transferred from EB or PHP, etc.
  - iii. Channel of contact (*e.g.*, telephone, website, or email).
  - iv. Contact notes;
  - v. Actions taken or follow up completed;
  - vi. Length of time before initial contact was responded to or acknowledged;
  - vii. Length of time before Client Issue is assigned after triage/assessment.
  - viii. Length of time before Issue was resolved, referred, pending, closed without resolution;
  - ix. Demographic information of the affected Client to include at a minimum, the name, date of birth, county, PHP region, PHP name, and preferred language;
  - x. Whether the individual receives care through Medicaid Fee-for-Service or the Managed Care Program; and
  - xi. Referral information including referral entity name and reason for referral.
- d. The Contractor shall report separately on Client complaints about the Ombudsman Program. The Department requires immediate attention to complaints against the ombudsman which must be reported within one (1) State Business Day, following the occurrence, via email notification to the Department's Contract Administrator for day-to-day activities as defined in *Attachment Q* and shall include identifying information on the complaint initiator as described in *Section V.D.4.c.* above, if the identifying information is available.
- e. The Contractor shall document in its system and report to the Department as defined in *Section V.H. Performance Reporting* circumstances when Issue resolution services provided by the Ombudsman Program and collaborative referral entities have been exhausted but the Issue was not satisfactorily resolved. The Contractor shall be permitted to close the Issue with a closure status of unresolved.

## 5. Referrals

- a. North Carolina has a knowledgeable consumer advocacy community that assists Medicaid Beneficiaries with issues impacting their lives. To leverage the collective experience and expertise of these entities, Contractor will work collaboratively with community-based and legal assistance organizations to establish a collaborative referral system.
- b. Contractor shall make Referrals to external entities for assistance outside the scope of the Ombudsman Program for individuals receiving Medicaid regardless of the delivery system.



- c. Contractor's staff must be knowledgeable of the services provided by other entities that assist Medicaid Beneficiaries, including the PHPs, EB, local DSS agencies, and other community-based organizations, so Clients are referred appropriately to the right resource. The Contractor must provide, whenever possible, Warm Hand-Offs to these entities.
- d. Within forty-five (45) days of (i) Contract award, and (ii) before the implementation of new or updated documents, Contractor shall provide the Department's Contract Administrator for day-to-day activities, for its review and approval, all internal policies, procedures, processes and work flows to describe how Referrals to resources outside the Ombudsman Program shall be managed, including Contractor's triage/assessment process for making the determination that an issue must be referred to an external source, associated timelines, and how any required follow-up is handled.
- e. For Medicaid Managed Care Members, Contractor must provide a Closed-Loop Referral system.
- f. To support the Closed Loop Referral system, Contractor shall establish formal agreements with external community-based and/or legal services organizations, to provide alternative pathways to resolve Client Issues when:
  - i. It is determined that the path to resolution of the Client issue is beyond the scope of Ombudsman Program core services; or
  - ii. It is determined that an external referral entity can best meet the Client's needs.
- g. As part of the response to this RFP, the Offeror shall include *Attachment J. Formal Referral Agreement* template, in accordance with this attachment's requirements. Contractor must have its Formal Referral Agreement system operational and capable of supporting the requirements of this section within sixty (60) days of Contract award.
- h. Contractor shall provide to the Department's Contract Administrator for day-to-day activities copies of its fully executed Formal Referral Agreements within 120 days of Contract award.
- i. Within forty-five (45) days of Contract award, for Department's review and approval, Contractor shall provide to the Contract Administrator for day-to-day activities all policies, procedures, processes, and work flows to describe how the Formal Referral Agreement process shall work, including:
  - i. Contractor's triage and assessment process for making the determination that a Formal Referral is needed,
  - ii. A timeline to ensure Issue resolution that includes:
    - a) how the Issue will be tracked to resolution
    - b) scheduled follow-up with both the referral entity and the Client whose Issue was referred.
- j. The Contractor shall not establish Formal Referral Agreements 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.
- k. The Contractor shall document and report all Referrals capturing, at a minimum, the following data elements:
  - i. Reason for contact;
  - ii. Contact notes;
  - iii. Actions taken or follow up completed;
  - iv. Demographic information to include at a minimum, the individual's name, date of birth, county, Medicaid delivery system (i.e. managed care or FFS), and preferred language.
  - v. Referral information including referral entity name and reason for referral.
  - vi. For Medicaid Managed Care Members, Contractor shall capture the data elements above and shall also capture:
    - a) Length of time before initial contact was responded to or acknowledged by the referral entity;
    - b) Case length time before Issue was resolved, referred, pending, closed without resolution by the referral entity;
    - c) Demographic information to include at a minimum, the individual name, date of birth, Medicaid county, and preferred language of the individual that was referred.
    - d) Whether the individual receives care through Medicaid Fee-for-Service or the Managed Care Program.

**6. Trend Monitoring**

Contractor plays an important role in capturing and reporting crucial, real-time information that may identify trends related to access to care, which are important for the Department's oversight of managed care. The Contractor shall provide to the Department for review and approval within sixty (60) days of Contract award, all internal policies, procedures, processes and workflows to describe how it shall capture Client Issues and summarize and report on trends identified in managed care.

- a. Contractor shall monitor, track, and analyze Ombudsman Program contact with Clients (*e.g.*, questions, Issues, complaints, or concerns).
- b. Contractor shall provide the Department with strategic solutions to assist the PHPs, the EB, and the Department with addressing potentially systemic issues across the Medicaid Managed Care delivery system.
- c. Contractor shall document trends identified during Client Interactions and contacts for each entity, including:
  - i. PHP;
  - ii. EB;
  - iii. Ombudsman; and
  - iv. Other information specified by the Department.

- d. In consultation with the Department, make systemic information available to the PHPs, EB, and publicly.
- e. Contractor shall report trend analysis to the Department on a schedule and with data elements as required in Section H, Performance Reporting.
- f. Trend Monitoring Report shall include, at a minimum, the following components:
  - i. Summary of any measurable trends in PHP performance broken down by health plan;
  - ii. Summary of measurable trends in EB performance; and
  - iii. Recommendations on how to address identified issues and concerns.

## E. Case Management System

1. The Contractor must develop and maintain an information and case tracking system with the capability to document, track, and report on all Ombudsman Program contacts and complaints, by category, as detailed below; the following are not intended to be exhaustive lists and may collectively referred to as "Disposition Categories":
  - a. Issues or complaints about:
    - i. The Enrollment Broker,
    - ii. A PHP
    - iii. The Ombudsman
    - iv. A State agency or a vendor, entity, or agency serving Members enrolled in the NC Medicaid Managed Care Program
    - v. Others
  - b. Any aspect of the Medicaid Managed Care Program, including:
    - i. Appeals and Fair Hearings
    - ii. Changing providers or plans
    - iii. Communication with a provider
    - iv. Education
    - v. Eligibility, coverage, or referrals
    - vi. General inquiry, issue, or complaint
    - vii. Other issues
    - viii. Redetermination date
2. The Contractor must submit a proposed list of Disposition Categories to the Department for review and approval within thirty (30) days of Contract award, specifically noting differences from the Categories listed above.
3. The Contractor's system must be capable of capturing, tracking, monitoring, compiling and reporting Ombudsman Program performance data elements as defined in *Section V.H. Performance Reporting*.
4. The Contractor must ensure timely and accurate entry of data via its case management system.
5. Information contained in the Contractor's case management system shall be the property of the State.

6. The Contractor's case management system must be operational and fully capable of supporting the requirements of the Contract within sixty (60) days of Contract award.
7. The Contractor must develop and implement policies, procedures, processes, and workflows, to describe how it will utilize its case management system to capture, document, track, compile, and report on all required Ombudsman Program Client contacts and activities and submit the appropriate documents to the Department's Contract Administrator for day-to-day activities for review and approval in accordance with *Attachment I. Anticipated Contract Requirements and Implementation Schedule*.
8. The Contractor's case management system must comply with the Department's Information Technology Requirements as defined in *Section III. D and Section III. E*.

## F. Communication, Engagement and Outreach

### 1. Informational and Educational Communications

- a. The Contractor shall develop, distribute and maintain informational and educational materials on the services offered by the Ombudsman Program.
- b. The Contractor shall develop informational and educational materials in accordance with the language, readability, translation, cultural competency and accessibility standards defined in Section J., Language, Accessibility and Cultural Competency, and ensure materials:
  - i. Reflect the needs of Members as defined by the Contract and identified by the Contractor through interaction with Members and analysis of Disposition Categories;
  - ii. Contain sufficient information to assist Members (A) understand the services provided by the Ombudsman Program, (B) how to contact the Ombudsman Program for assistance, and (C) are familiar with the Ombudsman's hours of operation;
  - iii. Comply with the Medicaid Program and with applicable Federal and State laws and regulations;
  - iv. Comply with relevant privacy and security requirements, as required by applicable Federal, State, and Department law, regulations, policies, standards, and protocol;
  - v. Are available in electronic and print formats and in a variety of forms (*e.g.*, brochures, flyers, factsheets, posters, websites); and
  - vi. Do not use any logo of the State, Department, or Division without the prior written approval of the Department.
- c. Upon request, Contractor shall make informational and educational materials available to Medicaid Managed Care Members and Potential Members throughout all North Carolina counties during outreach events hosted by the Contractor and in partnership with other entities, at other community-based sites where Members receive services, and at other sites as determined by the Department.
- d. Contractor shall make informational and educational materials available in electronic format and hard copy, upon request, to county Department of Social Services, PHPs, the Enrollment Broker, the Department, and other entities operating with the North Carolina Medicaid program, upon request.

- e. Contractor shall make hard copies in the form of brochures, flyers, fact sheets and posters of informational and educational materials available at community locations where the information is accessible to Members and Potential Members.
- f. Contractor shall make revisions and updates to informational and educational material as needed to keep information relevant and to reflect trends and issues because of NC Medicaid program and Department changes.
- g. The Contractor must submit Ombudsman Program informational and educational materials it has developed to the Department's Contract Administrator for day-to-day activities for review and approval within forty-five (45) days of (i) Contract award; and (ii) the implementation or distribution of new or updated materials. The Department may request changes to the materials based upon its review.

**2. Engagement and Outreach**

- a. Contractor shall perform and participate in engagement and outreach activities and events utilizing various channels to facilitate awareness of Ombudsman Program services, and to facilitate member understanding of accessing services under the Medicaid Managed Care delivery system.
- b. Contractor shall provide individual and collaborative engagement and outreach, as detailed in this Section.
- c. Contractor shall participate in independent (e.g. outreach not performed jointly with the PHPs and Enrollment Broker) engagement and outreach that includes:
  - i. Speaking engagements, including those organized by the Department, to external organizations;
  - ii. Participating in webinars;
  - iii. Assisting with panel and round table discussions, and focus groups; and
  - iv. Supporting task groups and workgroups created to resolve issues and concerns experienced by Members and Beneficiaries.
  - v. The number of independent face-to-face engagement and outreach activities may vary in type and frequency but shall include a minimum of: two (2) face-to-face outreach event *per region per month* to support the transition including open enrollment, phased regional rollout, and phase in of crossover and special populations
- d. The Contractor shall engage in outreach activities jointly in collaboration with other entities (e.g. the EB and PHPs). Joint outreach activities may vary in frequency, type, location, and method (e.g., face-to-face, or webinars) based on the needs of Potential Members and Members during open enrollment, phased regional rollout and phase in of crossover and special populations. See *Section V.F., Table 1. Key Activities* below for anticipated key events. Note that this table displays anticipated dates for Medicaid implementation of Phases 1 and 2 only. It does not anticipate dates for phase in of expanded population crossover and special populations.
  - i. During transition, the Contractor's joint outreach with the EB and PHP will coincide with regional rollout Open Enrollment Periods

- ii. Contractor will engage in collaborative outreach efforts on other dates as defined by the Department.
- iii. The number of joint outreach events per region per month and per year will be agreed upon between the Contractor and Department after Contract award and will minimally include:
  - A. Two (2) events per region per month to support open enrollment, phased regional rollout, and phase in of expanded population crossover and special populations; and
  - B. A sufficient number of events during transition, upon new Medicaid eligibility, and redetermination.
- e. The Contractor shall track and maintain documentation on each outreach event, whether individual or collaborative, and shall report on outreach activities as defined in Section H Performance Reporting, to include:
  - i. Agenda and topics discussed;
  - ii. Number of outreach events held;
  - iii. Identified Attendance;
  - iv. Event location, including zip code and county; and
  - v. Feedback received from attendees.

<b>Section V.F. Table 1 – Key Activities</b>		
<b>Phase</b>	<b>Key Activity</b>	<b>Anticipated Timeline</b>
<b>1</b>	Open Enrollment Ends	September 2019
<b>1</b>	Managed Care Implementation	November 2019
<b>2</b>	Open Enrollment Begins	October 2019
<b>2</b>	Open Enrollment Ends	December 2019
<b>2</b>	Managed Care Implementation	February 2020

**3. Member Surveys and Evaluation Feedback**

- a. A Department priority is understanding and improving the Member experience. Capturing Member feedback and acting to review and inform policy or process improvements from the feedback is critical to improving the experience of all who engage with the Medicaid Managed Care Program.
- b. Contractor plays an important role in capturing, understanding, and reporting critical Member feedback about issues and trends related to managed care and access to care in a format and

manner that allows NC Medicaid to inform and act in accordance with the State's oversight responsibilities.

- c. Contractor shall have mechanisms in place to capture feedback from Members that includes:
    - i. A variety of formats, including after each telephonic, in person or web-based contact;
    - ii. Input, ideas and suggestions to improve any aspect of managed care;
    - iii. Satisfaction surveys to ensure member questions and concerns are resolved, from the Member's perspective, after an Ombudsman Program case is determined to be closed;
    - iv. Input on the quality of services received from the Ombudsman Program; and
    - v. Member level of satisfaction with administrative, operational, and clinical aspects of the Medicaid Managed Care delivery system.
  - d. Contractor shall capture evaluation feedback from engagement and outreach events to measure if presenter was effective; if presentation/handouts addressed Member needs, were understandable, were easy to access; and if opportunities or topics for future events and content was useful. This evaluation feedback document must be offered to attendees as optional at the end of each event.
  - e. Contractor shall encourage member participation in completing satisfaction surveys feedback evaluations.
  - f. Contractor must provide the Department's Contract Administrator for day to day activities with summarized results of satisfactions surveys and evaluation feedback, as well as recommendations for changes or adjustments to approach in a format and frequency as defined in Section H Performance Reporting. Contractor will make all records available to the Department's Contract Administrator for day to day activities, upon request.
  - g. The Contractor must submit survey and evaluation questions and methodology to the Department's Contract Administrator for day-to-day activities for review and approval prior to use with Beneficiaries within sixty (60) days of Contract award.
- 4. Engagement with Beneficiary Support System Entities**
- a. The Ombudsman Program shall function as a collaborative component of the Department's Beneficiary Support System.
  - b. Contractor's staff must be familiar with the services provided by the Department and the Department's partners (e.g., PHP, EB, DSS) within the Beneficiary Support System in order to effectively engage and assist Members.
  - c. The Contractor shall engage with the Beneficiary Support System entities to support Members through the transition to Medicaid Managed Care and ongoing.
  - d. The Contractor shall work collaboratively with the Beneficiary Support System entities to address member Issues and complaints in efforts to bring them to resolution.
  - e. The Contractor shall participate in training events and knowledge transfer sessions on a schedule to be determined after Contract award, to receive training from Beneficiary Support System entities and to deliver training on Ombudsman services to Beneficiary Support System

entities, prior to implementing Ombudsman Program operations, and on an on-going basis as required by the Department.

- f. The Contractor will share summaries of survey and feedback results gathered from Members receiving Ombudsman services with the Beneficiary Support System entities no less than quarterly.
- g. The Contractor will meet with the Beneficiary Support System entities on a schedule and frequency to be determined after Contract award, to discuss trends reported by the Contractor in Medicaid Managed Care delivery system performance and discuss ways to improve the member experience in managed care.

#### **5. Outreach and Engagement Strategy**

- a. Stakeholder engagement serves to promote awareness of the role of the Ombudsman Program to North Carolina's community based organizations that deliver services to the Medicaid populations and ultimately effective support to Members.
- b. Contractor must develop an Outreach and Engagement Strategy that connects an understanding of the needs of Members and Potential Members the Ombudsman Program is working to reach, through the Outreach and Engagement Strategy.
- c. Contractor shall provide its Outreach and Engagement Strategy to the Department's Contract Administrator for day-to-day activities for review and approval within forty-five (45) days of (i) Contract award and (ii) twice a year thereafter. The Outreach and Engagement Strategy must:
  - i. Describe how Contractor shall engage with Members and Potential Members, the PHPs, EB, DSS, EBCI, Department and Department partners and other Stakeholders as described within this Section
  - ii. Include a proposed schedule for independent outreach based on the PHP region Managed Care launch and the key activities identified in *Section V.F. Table 1* (above).
  - iii. Include a description of the types of materials to be disseminated during independent and joint outreach events, and other engagement events (*e.g.*, informational and educational materials such as brochures or flyers) and documentation to capture attendee evaluation feedback.
  - iv. Include descriptions of engagement topics that will be used to facilitate awareness of Ombudsman Program services at individual, county and state level, with the county DSS offices, EBCI PHHS, including during training and knowledge transfer sessions with the Department and Department Partners.
- d. Contractor must have a strong understanding of the needs of North Carolina's local communities including organizations that will continue to interact with Medicaid populations in and outside of Medicaid Managed Care.
- e. Contractor shall engage with EBCI and other stakeholders in efforts to create awareness of Ombudsman Program services and support the needs of Members.



## G. Ombudsman Program Administration

### 1. General Program Operations

- a. The Contractor shall operate a “Hub and Spokes Model in which the Contractor procured under this RFP shall serve as the central “hub” organization, performing key core and required functions. The “spokes” shall serve as a network of collaborating predominantly non-profit and community-based organizations, serving as partner or referral organizations.
- b. The Contractor shall ensure the Ombudsman Program is available by a toll-free telephone line, fax, USPS mail, secure email, and through a dedicated website.
- c. The Contractor must have the ability to accommodate face-to-face Client contact at locations accessible to Clients statewide prior to implementing Ombudsman Program operations in accordance with the requirements of *Attachment I. Anticipated Contract Requirements and Implementation Schedule*.
- d. The Contractor must operate the program during State Business Days and at other times as designated by the Department that best serve the needs of the Member.
- e. The Contractor shall meet with the Department within fifteen (15) days of Contract award to review a proposed list of policies. The Contractor must develop and present to the Department for review and approval all internal policies, procedures, processes, and workflows, to describe how it will perform the general operations requirements of this RFP, in accordance with *Attachment I. Anticipated Contract Requirements and Implementation Schedule*.

### 2. Internal Policies and Procedures

- a. Contractor must develop internal policies, procedures, processes, timelines and workflows as required within this RFP for all core functions, services, activities, and reporting for general operations and must provide all to the Department’s Contract Administrator for day-to-day activities for review and approval within forty-five (45) days (i) of Contract award, and (ii) prior to the implementation of updated documents thereafter.
- b. The Department reserves the right to review and approve all Contractor Ombudsman Program internal policies, procedures, processes, timelines and workflows as modifications are made to them.

### 3. Ombudsman Program Website

- a. Contractor shall develop and maintain a dedicated website that enables Members and Potential Members to obtain educational materials and information on Ombudsman services.
- b. At a minimum, the website must:
  - i. Contain Member-focused educational materials regarding the Managed Care Program in a web-readable format;
  - ii. Comply with the Department’s requirements as detailed in this RFP; and
  - iii. Maintain timeliness and uptime requirements.
- c. Contractor must notify the Department of any unscheduled website downtime outside of scheduled maintenance as required Section H, Performance Reporting.

- d. During scheduled or unscheduled website downtime, Contractor must deploy a Department approved maintenance page which notifies end users of downtime period, with an alternative contact method.
- e. Contractor shall ensure the website is operational and capable of supporting the requirements of this section within forty-five (45) days of Contract award.

**4. Ombudsman Program Toll-Free Telephone Lines**

- a. If the Department has not procured one for the Ombudsman Program by Contract award, Contractor shall obtain and maintain toll-free telephone lines with the capacity to timely and efficiently handle incoming calls from NC Medicaid and Health Choice populations, as described in Section V. B. North Carolina Medicaid and NC Health Choice Populations.
- b. Contractor shall handle calls from Members with Limited English Proficiency, as well as Members with communication impairments, including those with hearing and speech disabilities.
- c. Contractor shall have technology needed to receive calls from deaf, hard of hearing, and deaf-blind callers to include TTY, captioned phones, and amplified phones.
- d. Contractor must accommodate after-hours calls<sup>9</sup>, including:
  - i. Accepting, recording, or providing instruction in response to incoming calls during non-business hours;
  - ii. Allowing option to leave a message and request for call back; and
  - iii. If a request for a call back is made, the return phone call shall be made the following business day during normal hours of operations.
- e. Contractor shall ensure adequate staffing and capacity to support increased calls during Open Enrollment Periods and crossover of new populations to Medicaid Managed Care.
- f. Contractor is permitted to provide Department-approved educational messages or other messages which improve the customer experience while callers are on hold (collectively the "Messages"). Contractor must provide the Messages to the Department's Contract Administrator for day-to-day activities for review and approval within 30 days of (i) Contract award; and (ii) the development of updated Messages thereafter.
- g. Contractor shall transfer calls in a way that services the Member (e.g. Warm Transfer) and is consistent with the Department's operating model during the Ombudsman Program hours of operation.
- h. If the Contractor is attempting to connect a Member to an entity, and that entity is closed or otherwise unable to accept the contact from Contractor, the Contractor shall be responsible for following up with that entity at the next soonest opportunity during operating hours.

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<sup>9</sup> "After hours calls" means all calls received outside of the State's usual business hours of Monday through Friday, 8:00A until 5:00P ET and during any State holidays, which can be found at <https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays>.

- i. At all times, Contractor is responsible for staffing the telephone lines with professionals who are sufficiently trained and knowledgeable of North Carolina Medicaid and Health Choice.
  - j. Contractor shall ensure the required toll-free telephone number(s) are acquired and operational within forty-five (45) days of Contract award.
  - k. Contractor shall relinquish its ownership, lease, or use of the toll-free number(s) upon Contract termination or expiration, at which time the Department shall take title of, lease, or otherwise make appropriate arrangements to continue use of these telephone numbers.
  - l. All costs accrued, due, and owing on these numbers upon termination or expiration of the Contract, including but not limited to, any taxes, penalties or fines shall be the sole obligation of the Contractor and shall be paid prior to the Department taking title.
  - m. Contractor shall develop scripts for use by staff when talking with Members to ensure consistent information is provided.
  - n. All scripts must be clear and easily understandable and reflect the specific requirements, policies and procedures of North Carolina Medicaid.
  - o. Contractor shall submit to the Department's Contractor Administrator for day-to-day activities for approval within thirty (30) days of Contract award, a listing of topics which scripts will address and shall modify the script topics as required by the Department.
  - p. Topics for scripts shall include, but not be limited to:
    - i. Medicaid Managed Care resources, education and assistance to understand Medicaid and NC Health Choice benefits;
    - ii. Information to contact the Enrollment broker or PHPs;
    - iii. The grievance and appeal process, including information on supports available; and
    - iv. Other topics as identified by the Department.
- 5. Key Personnel, Staffing and Staff Training**
- a. Key Personnel, Essential and Support Staff**
    - i. Contractor shall, at all times, maintain Key Personnel and key management staff to carry out the requirements of the RFP, including but not limited to:
      - a) The Program Lead, who will be responsible and accountable for the Contract and coordination with the Department;
      - b) Content and Communications Lead
      - c) Project Management and Implementation Coordinator
      - d) Client outreach;
      - e) Case management and reviews;
      - f) Community outreach;
      - g) Communication and interaction with the State including reporting;
      - h) Staff training, supervision and oversight;

- i) Maintain knowledge of current State health policy;
    - j) Trend data analysis; and
    - k) Quality Assurance
  - ii. Contractor shall identify and maintain other essential key staff and the roles they will perform that support the performance of Ombudsman Program core functions and services.
  - iii. Contractor must staff the Ombudsman Program with sufficient numbers of support staff to meet the needs of the populations contacting the Ombudsman Program.
  - iv. Key Personnel and other, essential support staff must be onboarded within the required timeframes in accordance with *Attachment 1. Anticipated Contract Requirements and Implementation Schedule*.
  - v. Contractor must not substitute Key Personnel to the performance of this Contract without prior written approval of the Department.
    - a. Contractor must notify the Department's Contract Administrator for day-to-day activities of any desired substitution of Key Personnel, including the name, role, resume, and other information where requested by the Department for the recommended substitute.
    - b. Within ten (10) days of the request, the Department will notify the Contractor if the recommended substitute is acceptable.
    - c. At no time, however, may a Key Personnel Role be vacant. It is the Contractor's responsibility to keep the role filled until the Department approves a substitution.
    - d. The Department may, at its sole discretion without notice, terminate the services of any person, including Key Personnel providing services under this contract. Upon such termination, the Department may request an acceptable personnel substitution or terminate the contract services provided by such personnel.
- b. Knowledge, Skills, Abilities**
- i. Contractor shall ensure staff are Culturally Competent and have:
    - a) Demonstrated experience serving health care consumers, and
    - b) In-depth knowledge of all aspects of the NC Medicaid and Health Choice programs and community-based services.
  - ii. Contractor's Key Personnel and all support staff must have advanced knowledge of North Carolina's physical, Behavioral Health, substance use, and pharmacy service systems and the ability to:
    - a) Address member concerns in a Meaningful manner;
    - b) Provide the "no wrong door" service that the Department envisions;
    - c) Provide a comprehensive set of services, assistance and a Meaningful advocacy approach;

- d) Assist diverse populations including those who may not have ready access to technology and other resources;
- e) Understand complex and sensitive treatment needs to address member concerns;
- f) Understand and identify due process issues and other violations of fundamental rights of Members in managed care;
- g) Listen to a description of a problem from the individual's point of view, understand the Issues, be able to identify the problem based on managed care obligations, and know enough to ask additional questions to get at the problem's source.

**c. Staff Training**

- i. Contractor shall train and educate staff members on policies and procedures of North Carolina's Medicaid program and the unique needs of the North Carolina Medicaid population.
- ii. Contractor shall ensure that call scripts and procedures are developed and followed by staff to ensure consistency in responses to general questions and situations. All call scripts and desk procedures are to be reviewed and approved by the Department prior to use with staff.
- iii. Contractor shall ensure that staff at all levels receive initial and ongoing training and education to fulfill the responsibilities under this contract.
- iv. Contractor shall ensure staff members receive training regarding the appropriate identification and handling of questions and concerns.
- v. Contractor shall ensure all staff are properly trained within seven (7) days of their start date.
- vi. Contractor staff shall participate in training and knowledge transfer sessions with the Department and other persons and entities providing goods or services to or on behalf of the Department. This training shall occur on a schedule provided by the Department after Contract award.
- vii. Contractor shall provide training which includes, but is not limited to:
  - a) Overall understanding of the Medicaid Program, including program eligibility, benefits, cost sharing, key initiatives and priorities, and program goals;
  - b) Awareness of all supports and services that enhance the member experience including an awareness of stakeholders who may interact with Clients;
  - c) Rights and responsibilities as they relate to EPSDT services and requirements, due process, the ADA, and language services;
  - d) Member grievance and appeals process;
  - e) Overcoming barriers to access;
  - f) Understanding the role of certain social factors, such as substandard housing, food instability, and lack of access to telephone or transportation, to Members' health and health care needs;

- g) Awareness of other Medicaid Managed Care and Medicaid Fee-For-Service programs and services for distinct populations;
- h) Fraud, waste, and abuse detection, investigation, and prevention;
- i) Process for offering suggestions to improve the Client experience;
- j) Awareness of and sensitivity to low-income families, individuals with disabilities, people who do not fluently speak or read English, or individuals with varying levels of reading comprehension or illiteracy;
- k) Ability to communicate appropriately with bilingual individuals or those with special needs. Use of bilingual interpreters, sign language interpreters both in person and through video remote interpreting, Relay Video Conference Captioning, video relay service, 711 relay services, TTY machines, or assistive communication devices;
- l) Sensitivity to different cultures and beliefs;
- m) Understanding of generational, experiential and other preferences to receiving information;
- n) Understanding of the unique needs and experiences of members of federally recognized tribes, including EBCI, and other tribes native to North Carolina, and the different service types and benefit plans available through the Tribal Option; and
- o) HIPAA and the Department's Privacy and Security requirements.

**d. Staff Training Plan**

- i. The Staff Training Plan shall comply with all Federal, State, Department, and NC Medicaid laws, regulations, statutes, policies, and procedures and should describe the Contractor's plans to utilize Department Medicaid resources and Member Support System entities where applicable.
- ii. The final Staff Training Plan shall be submitted to the Department's Contract Administrator for day-to-day activities for review and approval within thirty (30) days of Contract award.
- iii. Staff Training Plan shall include the following materials:
  - a) Training Policies and Procedures;
  - b) Training Curriculum;
  - c) Training Topics;
  - d) Training Schedule;
  - e) Call Scripts; and
  - f) Desk Procedures.
- iv. Contractor shall update the training materials as necessary going forward to accommodate changes made to the Medicaid program, in response to improving the member experience, improving staff performance, or as requested by the Department. Contractor shall submit all future changes and updates to any of the documents and materials required in this Staff

Training Plan section to the Department's Contract Administrator for day-to-day activities for review and approval before use with staff and business associates.

## H. Performance Reporting

1. Contractor shall provide reporting, as described in *Section V.H. Table 1 Ombudsman Program Performance Reporting* to the Department's Contract Administrator for day-to-day activities.
2. During the Implementation Period, report formats and data elements shall be determined and approved by the Department and shall include at a minimum the following:
  - a. Number and type of contacts and Issues in a given reporting month identified by data elements required for reporting Interactions, Issues and activities shall be compiled hourly, daily and weekly and reported monthly with dates to be determined by the Department;
  - b. Trends identified in managed care resulting from data captured and analyzed from Interactions, identified by health plan and shall be captured daily and reported monthly with dates to be determined by the Department.
  - c. Compilation of daily, weekly, monthly and quarterly statistics that provides analysis on the core functions of the Ombudsman Program and its effectiveness, shall be captured as necessary to gather the necessary statistics and delivered as an annual report with the dates to be determined by the Department.
  - d. Survey and Feedback reporting to include the Contractor's evaluation of satisfaction surveys and outreach evaluation results, as well as recommendations for approach adjustments. Survey and feedback to be captured after each call or outreach/engagement event and reported monthly to the Department.
  - e. Ad Hoc reporting: Contractor shall have the capability to provide ad hoc reports (*e.g.*, number of member complaints made in a given month against a specific plan) at the request of the Department.
  - f. Federal Reporting to include all data elements and report frequency as required by CMS.
  - g. Other reporting as requested by the Department.
3. Contractor must comply with the required scope and timelines for delivery of all performance and other reporting requirements as required within this RFP and specific reporting schedule dates as defined by the Department.
4. The Department requires receiving data in Microsoft Excel format, unless otherwise approved by the Department's Contract Administrator for day-to-day activities.
5. Microsoft Word is acceptable for textual descriptions or narratives associated with reports.
6. The Department reserves the right to require additional reporting beyond what is included in this RFP. The Contractor must submit all report formats to the Department's Contract Administrator for day-to-day activities for approval. Report formats require approval by the Department before they are accepted.
7. Reporting Frequencies:

- a. Weekly reports are due on each Tuesday for work performed during the prior week (Sunday through Saturday). If the due date is a State holiday, report will be due by close of business on the next regular business day.
- b. Monthly reports are due on the 10<sup>th</sup> Calendar Day for work performed in the prior month. If the due date is a State holiday, report will be due on the next regular business day.

<b>Section V.H. Table 1 – Ombudsman Program Performance Reporting.</b>		
<b>REPORTING REQUIREMENT</b>	<b>REPORTING FREQUENCY</b>	<b>DESCRIPTION</b>
1. Ombudsman Program Criteria		Includes Interactions and contacts received by all methods ( <i>e.g.</i> , telephone, face-to-face, USPS, website, or email)
a. Number of Interactions and contacts received	Monthly	<ul style="list-style-type: none"> <li>i. By delivery system type (<i>e.g.</i>, managed care or fee-for-service)</li> <li>ii. By category</li> <li>iii. By day of week/time of day</li> <li>iv. By method of Interaction and contact.</li> </ul>
b. Number of Interactions and contacts answered or acknowledged	Monthly	<ul style="list-style-type: none"> <li>i. By delivery system type (<i>e.g.</i>, managed care or fee-for-service)</li> <li>ii. By category</li> <li>iii. By type of Interaction and contact (<i>e.g.</i>, question, Issue, or compliance)</li> <li>iv. By day of week and time of day</li> <li>v. By method of Interaction and contact</li> </ul>
c. Language assistance requests provided	Monthly	<ul style="list-style-type: none"> <li>i. By delivery system (<i>e.g.</i>, managed care or fee-for service)</li> <li>ii. Number of Interactions and contacts associated with each language</li> <li>iii. Percentage of incoming Interactions requiring language line assistance (overall and per language)</li> <li>iv. By language requested</li> <li>v. By method of interaction/contact</li> </ul>



**Section V.H. Table 1 – Ombudsman Program Performance Reporting.**

REPORTING REQUIREMENT	REPORTING FREQUENCY	DESCRIPTION
d. Number of days to assess, triage, and prioritize an Interaction and contact initially	Monthly	<ul style="list-style-type: none"> <li>i. By type of Interactions and contacts (e.g., question, Issue, or compliance)</li> <li>ii. By category</li> <li>iii. By method of Interactions and contacts</li> </ul>
e. Length of time it takes to assign the Interactions and contacts for assistance after assessment and triage.	Monthly	<ul style="list-style-type: none"> <li>i. By type of Interactions and contacts (e.g., question, Issue, or compliance)</li> <li>ii. By category</li> <li>iii. By method of Interactions and contacts</li> </ul>
f. Number of days it takes to formally refer an Interaction and contact to an external partner after determining it must be referred.	Monthly	<ul style="list-style-type: none"> <li>i. By type of Interactions and contacts (e.g., question, Issue, or compliance)</li> <li>ii. By category</li> <li>iii. Number of and reason for formal Referrals to external partner entities</li> <li>iv. By method of Interaction (e.g., Telephone, face-to-face, USPS, website, email)</li> </ul>
g. Number of days it takes to resolve an Interaction and contact where only information or education was needed, often without requiring the call to be assigned for case intake.	Monthly	<ul style="list-style-type: none"> <li>i. By type of Interaction and contact (e.g., question or information)</li> <li>ii. By category</li> <li>iii. By method of Interaction and contact</li> </ul>
h. Number of days it takes to resolve Issues and complaints internally (no Referral) or determine Issue or complaint cannot be resolved.	Monthly	<ul style="list-style-type: none"> <li>i. By type of Interaction and contact (e.g., question, Issue, or compliance) to exclude calls that solely require information and education. Includes calls that require Issue resolution and are resolved timely internally or determined to be unable to resolve, without formal Referral to external sources</li> <li>ii. By category</li> </ul>

**Section V.H. Table 1 – Ombudsman Program Performance Reporting.**

REPORTING REQUIREMENT	REPORTING FREQUENCY	DESCRIPTION
		iii. By method of Interaction and contact.
i. Complaints against Ombudsman Program	Daily upon occurrence	i. By delivery system type (e.g., managed care or fee-for-service) ii. By method of Interaction and contact iii. By complaint description
j. Referrals (General and Formal)	Monthly	i. Number of and reason for Referral (type of assistance needed) ii. Name of entity to whom Referral was made iii. By method of Interaction and contact iv. Length of time it takes to resolve referred Issue or close Issue as unresolved
k. Trend Reporting	Monthly	i. Trends identified in managed care resulting from Client Interactions and contacts, survey results and feedback captured and analyzed. ii. Trends shall be reported and identified by health plan, by enrollment broker or other identified entity. iii. Trends shall be captured daily as feedback is received and reported monthly with dates to be determined by the Department.
l. Annual Reporting	Annually	Annual reporting of all Ombudsman Program activities.
m. Ad Hoc Reporting	As Requested	Reports requested by the Department for specific data elements.
n. Federal Reporting	As Requested	Reporting required by CMS.

**Section V.H. Table 1 – Ombudsman Program Performance Reporting.**

REPORTING REQUIREMENT	REPORTING FREQUENCY	DESCRIPTION
<p>2. <b>Ombudsman Program Service Line and Website</b></p>	<p align="center"><b>Upon Occurrence</b></p> <p><b>Service Line:</b> Outage in excess of 720 consecutive minutes</p> <p><b>Website:</b> Upon occurrence of any unscheduled downtime</p>	<p>The time of the outage, duration, and root-cause of the outage, anticipated resolution time, and workarounds implemented.</p>
<p>3. <b>Customer Service Satisfaction Surveys</b></p> <p>a. Telephone</p> <p>b. Face-to-Face</p> <p>c. Website</p>	<p align="center">Monthly</p>	<p>i. Client satisfaction data based on the defined surveys.</p> <p>ii. Satisfaction survey results as measured by satisfaction surveys offered after each call</p> <p>iii. Satisfaction survey result as measured by satisfaction survey after each face-to-face Interaction and contact.</p> <p>iv. Satisfaction survey summary results as measured by satisfaction surveys offered after each website visit.</p>
<p>4. <b>Business Continuity Plan</b></p>	<p>Within two (2) hours of the event that requires activating plan</p>	<p>The Plan is activated when there are impacts to services resulting from a natural disaster.</p>

**I. Language, Accessibility, and Cultural Competency**

1. Contractor shall ensure that all contact with Members and their Authorized Representatives, whether oral or written, be culturally competent:
  - a. Contractor must demonstrate an understanding of the unique needs of Beneficiaries in the Medicaid programs and the resources, including time and technology, of the people contacting the program. Contractor approaches must demonstrate an understanding that many individuals in Medicaid managed care may not have the time, access to technology, or other resources that many may consider to be readily available.
  - b. Is appropriate to the Member’s literacy level and in a manner, that accommodates the Members and their Authorized Representatives with developmental and physical disabilities

(e.g., modifying scripts or materials to address the needs of these populations or communicating with legally responsible persons) as defined within this RFP.

2. Contractor shall comply with 42 C.F.R. 10(c) which requires that all information to Members be available in a manner and format that may be easily understood and is readily accessible.
3. Contractor shall ensure that oral, written language translation and oral sign language services are provided as legally required and can accommodate dialects and other Beneficiary needs.
4. Contractor shall consult with and comply with practices of the Department's Office of Communications, including Creative Services and the Medicaid Communications Team.
5. Contractor shall ensure written program materials<sup>10</sup> are Culturally Competent and offered at no cost to the Members and their Authorized Representatives. Written materials must:
  - a. Be written according to the Associated Press Stylebook and Department-specific style guide;
  - b. Be designed to accommodate screen readers (e.g., reading order, tags, Alt Text labels, captions; and elimination of multiple spaces, blank lines, or other interference);
  - c. Use a san serif font in a type size appropriate to the audience, and that takes the font into account (generally 14-16 points);
  - d. Be made available in alternative formats upon request of the potential member or member at no cost; and
  - e. Include tagline in the top 15 languages spoken by individuals with Limited English Proficiency in North Carolina on all documents that explains the availability of written translation or oral interpretation to understand the information according to 42 C.F.R. § 438.10 and 42 C.F.R. § Part 92. Alt Text means accessible for screen readers and is a feature to provide text descriptions of images on electronic documents such as websites and in most Microsoft Office Programs. Large print means printed in a font size no smaller than eighteen (18) points.
6. Contractor must ensure that its staff have knowledge and understanding specifically for the North Carolina based federally recognized tribe of the Eastern Band of Cherokee Indians, its history, culture, and the impact of that on engagement and communication styles most appropriate when interacting with EBCI members specifically:
  - a. Awareness and understanding of the impact that history has on Native American culture and how that negative influence has created barriers to healthcare and services;
  - b. Knowledge of managed care Tribal option if available in North Carolina;
  - c. Ability to adapt individual engagement strategies to fit the cultural needs of EBCI members; and
  - d. Knowledge of differences between Federally recognized tribes and state recognized tribes including benefit plan, North Carolina Medicaid and NC Health Choice eligibility and other allowances/exceptions as applied for federal and state Tribes (e.g., Federally recognized tribes eligible for the Tribal Option for which Medicaid is payer of first resort).

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<sup>10</sup> Pursuant to 42 CFR 438.10(d)(3).

7. All materials made available electronically must be accessible on user agents, such as mobile phones. All internet content must meet the same literacy standards identified for written materials defined in this RFP.
8. Contractor must ensure that all audio-reliant materials, such as videos, webinars, and recorded presentations, have accessible captioning at the time they are made available to Beneficiaries and Authorized Representatives in their original format.
9. Contractor must provide sign language interpreters if closed captioning is not the appropriate auxiliary aid for the member.
10. Contractor must provide assistive listening devices and professional sign language interpreters during presentations and other events with member audiences.
11. Contractor must comply with technical requirements regarding language accessibility as required by Title VI of the Civil Rights Act of 1964 including:
  - a. Specific approaches that support multiple languages and cultural needs and are accessible to persons with Limited English Proficiency, and persons with disabilities, including persons who are blind or visually impaired;
  - b. Adherence to accessibility standards for oral and written communication, including the provision of TTY and relay services;
  - c. Means by which persons with Limited English Proficiency will be informed of the language services available to them and how to obtain them; and
  - d. Translation of materials into Spanish as required by the Department.
12. Contractor must have interpreter services available for oral contacts with Members and Authorized Representatives whose primary language is not English.
  - a. Language interpretation may be handled through a language line service at no cost to the member or the Department. Oral interpretations must be available in all languages required by regulation or determined by the Department.
  - b. Contractor must report back to the Department, when requested:
    - i. The number of times the language line is requested by language;
    - ii. Language requested for or by each member; and
    - iii. Other information, as required by the Department.
  - c. Within forty-five (45) days of notice from the Department, the Contractor must translate and make available materials in languages identified by the Department as a prevalent non-English language spoken by Members or Potential Members throughout the State, at no additional cost to the Department or the member.
13. Contractor must provide taglines indicating the availability of language services for individuals with Limited English Proficiency on website content and written documents that are crucial for understanding the services provided by the Ombudsman Program.

## J. Non-Discrimination

1. In addition to all other non-discrimination terms and conditions, and requirements of this RFP, Contractor shall comply with applicable Federal and North Carolina laws and existing regulations,

- guidelines, and standards, or those that may be lawfully adopted pursuant to the statutes, prohibiting discrimination, including, but not limited to the following:
- a. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
  - b. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
  - c. Section 1557 of the Patient Protection and Affordable Care Act, which prohibits discrimination on the on the basis of race, color, national origin, sex, age, or disability in certain health programs or activities.
  - d. The North Carolina Equal Employment Practices Act, Article 49A of Chapter 143 of the North Carolina General Statutes, which prohibits employment discrimination on the basis of race, religion, color, national origin, age, sex or handicap by employers which regularly employ 15 or more employees.
  - e. The North Carolina Persons with Disabilities Protection Act, Chapter 168A of the North Carolina General Statutes, which prohibits disability discrimination.
  - f. The North Carolina Retaliatory Employment Discrimination Act, Article 21 of Chapter 95 of the North Carolina General Statutes, which prohibits employer retaliation against employees who in good faith take or threaten to take protected action under the law.
2. Contractor shall not discriminate in the provision of services or administration of the Ombudsman Program.
  3. Contractor shall develop and maintain a written non-discrimination policy specifying the prohibition against discrimination. At a minimum, the non-discrimination policy shall include:
    - a. The definition of discrimination under federal law and regulation, as amended;
    - b. How the Contractor will collaborate with the Department's divisions as needed to identify resources and address the needs of individuals with disabilities (example: DSDHH);
    - c. Contractors internal complaint process including penalties;
    - d. The legal recourse, investigative, and complaint process available through the Department and through the U.S. Equal Employee Opportunity Commission and the North Carolina Human Relations Commission; and
    - e. Instructions on how to contact the Department, the U.S. Equal Employee Opportunity Commission, and the North Carolina Human Relations Commission.
  4. Contractor shall make the non-discrimination policy available for Department review, upon request.
  5. Contractor shall make updates to its non-discrimination policy as necessary, and, at a minimum, the Contractor shall review its non-discrimination policy for updates annually.
  6. Contractor shall make the non-discrimination policy available to employees of the Contractor.

## K. Readiness Evaluation Review

The Department is committed to ensuring Contractor is prepared and able to serve as the Ombudsman Program in North Carolina. The Department will conduct a thorough readiness evaluation to assess the readiness of the Contractor, its staff, and other organizations, to effectively administer and provide the services defined in this RFP and any resulting contract. Readiness evaluation may include, but is not limited to on-site review, desk top review, system demonstrations and staff interviews.

1. Contractor shall coordinate with and support the Department's readiness evaluation review activities which may begin immediately following Contract award and shall be completed, to the Department's satisfaction, within forty-five (45) days of Contract award.
2. Contractor shall participate in readiness evaluation review(s) conducted by the Department to review the readiness to begin and sustain operations throughout the term of the contract.
3. Contractor shall submit to the Department all policies and procedures, engagement strategies and training plans, and other required documentation, that require review and approval by the Department as defined in this RFP.
4. Prior to operating the Ombudsman Program and serving the Medicaid population, the Contractor shall demonstrate to the to the Department's satisfaction that it is able to meet the Contract requirements of the through a readiness evaluation review.
5. The readiness evaluation review requirements shall be determined by the Department and communicated to the Contractor thirty (30) days prior to the readiness evaluation review, but at a minimum, Contractor shall demonstrate and provide, to the Departments satisfaction, the following:
  - a. Contractor program administration and account management;
  - b. Contractor Key, Essential, and Support Staffing capacity;
  - c. Contractor Staff Training;
  - d. Contractor policies, procedures, processes, timelines and workflows;
  - e. Contractor ability to support Ombudsman Program Core Services and Functions;
  - f. Contractor Case Management System capabilities;
  - g. Contractor face-to-face, telephone and website capabilities;
  - h. Contractor referral management and relations;
  - i. Reporting,
  - j. Security and compliance; and
  - k. Other functions defined by the Department
6. Contractor must meet readiness review evaluation requirements and contract requirements in the time frame specified by the Department.
7. Based upon results of the readiness evaluation review(s), the Department reserves the right to:
  - a. Allow Contractor to commence full Ombudsman Program operations;

- b. Allow Contractor to commence operations if the Ombudsman Program is found not to meet certain requirements of the readiness evaluation review(s) upon receipt of a corrective action plan from Contractor which demonstrates how it will meet readiness review criteria within the timeframe specified by the Department;
  - c. Limit the Ombudsman Program's level of service based on the results of the readiness evaluation review and any resulting corrective action plans; or
  - d. Terminate the Contract in accordance with the termination provisions.
8. The Department maintains the discretion to conduct readiness evaluation reviews on an ongoing basis as new program requirements are implemented or prior to the Contractor effectuating, for example, a material program, operational or technical change.

## L. Implementation Plan

The Department intends to use this competitive procurement process to engage a Contractor with the resources, expertise, and capabilities to support the Ombudsman Program's implementation schedule prior to the launch of Medicaid Managed Care.

1. Contractor shall have a fully assembled Implementation Team within thirty (30) days of Contract award.
2. Contractor is responsible for engaging the resources to support implementation of the Ombudsman Program no later than forty-five (45) days of Contract award.
3. Contractor shall provide to the Department's Contract Administrator for day-to-day activities for review and approval within thirty (30) days of Contract award, an Implementation Plan to describe Contractor's plan and schedule for meeting Contract milestones and requirements.
4. Contractor's Implementation Plan shall describe in detail the services to be provided under this Contract. The Implementation Plan must include and address, at a minimum, the following requirements:
  - a. A comprehensive list of each task, activity, and deliverable required per this Contract, identifying business and technical owners and schedule.
  - b. All documentation required for implementation.
  - c. A schedule of key activities and milestones for implementation of the core services and functions and all RFP requirements.
  - d. The format and delivery method of requirements and deliverables, including acceptance criteria.
  - e. Metrics to be monitored and measured for Implementation, including, but not limited to:
    - i. Initial and on-going outreach and engagement events planned;
    - ii. Initial and on-going engagement and training events with Stakeholders;
    - iii. Initial and on-going engagement and training events with Department staff, Department Partners, and entities within the Member Support System;
    - iv. Status updates, status meetings, and status reports.



5. The Contractor must continuously update the status of each task, subtask, and deliverable on the Implementation Plan and provide ongoing updates to the Department in the form of Status Reports and Status Update Meetings. The Department will provide guidance and final approval on the reporting format and meeting schedule.

## **M. Fraud, Waste, and Abuse Compliance**

To promote integrity in Ombudsman Program activities, Contractor shall immediately notify the Department of any suspected fraud, waste and abuse discovered in the course of administering the Ombudsman Program.

## **N. Business Continuity**

1. Contractor shall develop and maintain a Business Continuity Plan ("Plan") acceptable to the Department. Contractor's Plan shall adhere to Department's privacy, security, and information technology requirements, as set forth in the Terms and Conditions and all other requirements, as separately set forth in this RFP.
2. Contractor shall submit its Plan within forty-five (45) days of Contract award. The Plan shall provide a detailed description of Contractor's Business Continuity Plan for all requirements specified in this RFP. The Plan shall demonstrate how Contractor will restore Ombudsman Program telephone, web-site and in-person operations following a natural or manmade disaster.
3. The Plan shall meet recognized industry standards for security and disaster recovery requirements.
4. The Plan shall identify disaster situations (*e.g.*, fire, flood, terrorist event, or hurricanes/tornadoes), which could result in a major failure.
5. The recovery procedures that would be instituted to achieve normal operation, including any remote access relocation plans;
6. The time-frame required to accomplish full recovery from the point of interruption;
7. The procedures for coordinating with the Department in the event of a disaster; and the procedures for notifying the Department, Beneficiaries, personnel, and other relevant parties detailing the status of the system and any alternative phone numbers and business plans.
8. Contractor shall notify the Department each time the Plan is activated within two (2) hours of an event.
9. The Plan shall, at a minimum, include back-up telephone procedures to operate in the event of line trouble or other problems so that access to the Ombudsman Program by telephone is not disrupted.
10. The back-up procedures must be able to maintain Client contact documentation and tracking as required in this RFP.
11. All quality and performance standards required in this RFP shall apply to the back-up procedures.

## VI. CONTRACT PERFORMANCE

### A. Contract Performance

1. Contractor shall comply with all terms, conditions, requirements, performance standards, and applicable laws as set forth in the Contract or any amendments thereto including any rules, policies, or procedures incorporated pursuant to the contract.
2. The Department reserves the right to impose any and all remedies available under the terms of the Contract, at law or equity, and in the event that the Department determines, in its sole discretion, that Contractor has violated any provision of the Contract, or if Contractor does not comply with any other applicable North Carolina or federal law or regulation, compliance with which is mandated expressly or implicitly by this Contract.
3. Notice of Deficiency
  - a. Prior to the imposition of assessing liquidated damages against the Contractor or termination of the Contract for cause, the Department will provide the Contractor with written notice detailing the nature of the violation or noncompliance, any actions the Department seeks to impose against the Contractor, and, if applicable, the method and timeframes by which the Contractor may dispute the claim of noncompliance and the imposed actions.
  - b. Within three (3) business days of full remediation of the identified violation(s) in the Notice of Deficiency, or within another timeframe as requested by the Department, the Contractor shall provide the Department with written notice confirming the date that the noncompliant behavior was resolved and the actions the Contractor took to remediate the noncompliance.
4. Liquidated Damages
  - a. If the Contractor does not meet the service requirements or service level metrics of this Contract, the Department will be entitled to a reduction of fees or payments as described in *Section VI.A Table 1 – Liquidated Damages* and *Section VI.B. Table 1 – Key Service Level Metrics*. Failure of the Contractor to accept reductions in fees or make payment according to Section VI.A. Table 1 and VI.B. Table 1 VI.A. for any non-compliant Contract deliverable will be, at the Department's discretion, grounds for immediate termination.
  - b. The liquidated damages are not intended to be a penalty but are intended to be reasonable estimates of the Department's projected financial loss and damage resulting from the Contractor's nonperformance. Accordingly, in the event the Contractor fails to perform in accordance with the Contract, the Department may assess liquidated damages as provided in this Section. Nothing in this Section is intended to prohibit the Department from exercising other rights and remedies as may be appropriate due to contractor's failure to perform.
  - c. Prior to the assessment of liquidated damages, the Department shall provide the Contractor with written notice detailing the nature of the noncompliance, the assessed liquidated damages, and the method and timeframes by which the Contractor must respond including how Contractor may dispute the assessment.

- d. Subject to the requirements of Section III.D. 43. Waiver, liquidated damages will be waived by the Department in the event there are circumstances outside of the Contractor’s control which resulted in failure to meet the established timeframe or deliverable.
- e. Any delay in the submission of any Contract deliverable requires a written explanation and written approval by the Department's Contract Administrator. However, such explanation and approval will not constitute automatic waiver of any associated liquidated damage.
- f. Payment
  - i. If the Contractor elects not to dispute the assessment of liquidated damages, the liquidated damages shall be due and payable thirty (30) days of the date on the written notice assessing the liquidated damages.
  - ii. If the Contractor elects to dispute the assessment of liquidated damages, but does not prevail in the dispute resolution, the liquidated damages shall be due and payable within thirty (30) days of the date on the written notice of final decision issued by the Department following the dispute resolution upholding its original decision.
  - iii. If the Contractor fails to pay liquidated damages by the applicable due date, the Contractor shall be subject to interest and a late payment penalty in accordance with G.S. § 147-86.23 until the past due amount is paid. The Department reserves the right to recoup any monies owed to the Department from assessed liquidated damages by withholding the amount from future payments owed to the Contractor.
  - iv. Notwithstanding the Contractor’s request for a dispute resolution, the Department shall have the right to retroactively impose liquidated damages on the Contractor for violations of the terms of this contract during the pendency of a dispute in accordance with this section and *Section VI.A Table 1 Liquidated Damages* if the Contractor does not prevail in the dispute and the violations continued during the dispute resolution process.
  - v. Liquidated damages assessed by the Department do not affect the Contractor’s rights or obligations with respect to any third party.
- g. **The Department, in its sole discretion, may waive, modify, or lift the imposition of any action taken against the Ombudsman for any good cause, which includes the right of the Department to suspend the imposition of liquidated damages while the Ombudsman works to resolve the underlying issue that resulted in the action taken by the Department.**

<b>Section VI.A. Table 1 Liquidated Damages</b>		
<b>#</b>	<b>PROGRAM ISSUES</b>	<b>LIQUIDATED DAMAGES</b>
<b>Core Functions</b>		
1.	Failure to develop and maintain an Issue Management and Resolution process as required by <i>Section V. D. Core Functions – Issue Management.</i>	\$250 per Calendar Day that Contractor is not in compliance

<b>Section VI.A. Table 1 Liquidated Damages</b>		
<b>#</b>	<b>PROGRAM ISSUES</b>	<b>LIQUIDATED DAMAGES</b>
2.	Failure to timely notify the Department of complaints against the Contractor as required by <i>Section V. D. Core Functions – Issue Resolution</i> .	\$500 per Calendar Day per complaint the Contractor fails to report
<b>Communication, Engagement, and Outreach</b>		
3.	Failure to document and track engagement and outreach events and activities in accordance with <i>Section V. F. Communication, Engagement, and Outreach – Engagement and Outreach</i> .	\$250 per occurrence
<b>Performance Reporting</b>		
4.	Failure to provide reports as specified in <i>Section V. H. Performance Reporting</i> , within the timeframes and in the format specified by the Department.	\$50 per Calendar Day per report
<b>Readiness and Implementation</b>		
5.	Failure to meet readiness review deadlines as set by the Department.	\$250 per Calendar Day
6.	Failure to timely submit and provide the required components in the Implementation Plan as specified in <i>Section V. L. Implementation Plan</i> .	\$100 per Calendar Day Increases to \$250 per Calendar Day or \$1,000 per 5-day week for each day after the 45 <sup>th</sup> Calendar Day the Plan is delayed
<b>Directives and Deliverables</b>		
7.	Failure to respond to or comply with any formal written requests for information or a directive made by the Department within the timeframe provided by the Department.	\$250 per incident that the Department determines the Contractor is not in compliance
8.	Failure to provide a timely and acceptable corrective action plan or comply with corrective action plans as required by the Department.	\$250 per Calendar Day for each day the corrective action plan is late
<b>Disclosures</b>		

Section VI.A. Table 1 Liquidated Damages		
#	PROGRAM ISSUES	LIQUIDATED DAMAGES
9.	Failure to timely provide conflict of interest or criminal conviction disclosures as required in the Contract.	\$500 per Calendar Day from the first day after the required notification period has lapsed.
<b>Privacy and Security</b>		
10.	Failure to ensure that all data containing protected health information (PHI), as defined by HIPAA, is secured through commercially reasonable methodology in compliance with HITECH, such that it is rendered unusable, unreadable and indecipherable to unauthorized individuals through encryption or destruction, that compromises the security or privacy of the Department Beneficiary's PHI.	\$50 per Beneficiary per occurrence AND if the Department deems credit monitoring and identity theft safeguards are needed to protect those Clients whose PHI was placed at risk by the Contractor's failure to comply with the terms of this Contract, the Contractor shall also be liable for costs associated with the provision of such monitoring and safeguard services.
11.	Failure by the Contractor to timely report violations in the access, use and disclosure of PHI or timely report a security incident or timely make a notification of breach or notification of provisional breach.	\$100 per member per occurrence (not to exceed \$10,000 per occurrence)

## B. Service Level Agreements

1. The Contractor shall meet the performance standards specified below in *Section VI.B. Table 1. Key Service Level Metrics*.
2. If the Contractor fails to meet the performance standard, the Department may assess liquidated damages and any other remedial action for the period in which the deficiency occurs and until the Department, in its sole discretion, determines the deficiency has been cured.

Section VI.B. Table 1. Key Service Level Metrics					
#	Measure	Performance Standard	Definition	Measurement Period	Liquidated Damage
<b>Case Tracking System</b>					
1.	Triage/Assessment Timeliness	At least ninety-five percent (95%) of Program contacts shall be triaged and assessed within the timeframe approved in the Contractor's	The difference between the amount of time of Contractor's receipt of a new, unique Program contact and when that contact's	Monthly	.25% of monthly invoice

**Section VI.B. Table 1. Key Service Level Metrics**

#	Measure	Performance Standard	Definition	Measurement Period	Liquidated Damage
		Ombudsman Program Contact Management Policy.	case file is opened in Contractor's Case Management System with a preliminary determination on how to proceed.		
2.	Issue Management and Resolution - Timeliness	At least ninety-five percent (95%) of Program Interactions and contacts requiring Issue resolution shall be assigned as an open case within the timeframe approved in the Contractor's Ombudsman Program Contact Management Policy.	The difference between the amount of time Contractor determines Issue management and resolution is the appropriate course of action and the Client case file is opened and assigned.	Monthly	.25% of monthly invoice
3.	Formal Closed-Loop Referrals - Timeliness	At least ninety-five percent (95%) of Program contacts necessitating a Formal Closed-Loop Referral shall be referred to an external entity within the timeframe approved in the Contractor's Ombudsman Program Contact Management Policy.	The difference between the amount of time Contractor determines a Formal Closed-Loop Referral is the appropriate course of action and receipt of all necessary release of information authorizations and when Contractor makes the Referral to the external entity.	Monthly	.25% of monthly invoice
4.	Case Management Documentation - Completeness	The Contractor shall track and maintain complete case files with all required data elements for at least ninety-five percent (95%) of cases tracked within the case management system.	The number of unique case files entered into the case management system divided by the number of unique case files that contain all the required data elements or notations in the case file as to why the information	Monthly	\$500 per month

**Section VI.B. Table 1. Key Service Level Metrics**

#	Measure	Performance Standard	Definition	Measurement Period	Liquidated Damage
			was unable to be obtained.		
<b>Service Line</b>					
5.	Call Follow-up Response Time	The Contractor shall respond no later than the next business day following receipt of a voice message left by a caller.	The amount of time between Contractor's receipt of the voice message and the return call by the Contractor.	Daily	\$10 per occurrence
<b>Website Functionality</b>					
6.	Website User Accessibility	The Contractor's website shall be accessible to users twenty-four (24) hours per day, seven (7) days per week, except for Department approved, pre-announced downtime due to system upgrades or routine maintenance.	Unavailability of the website lasting more than 720 continuous minutes that is not attributable to pre-announced routine maintenance or pre-announced downtime.	Daily	\$250 per occurrence

## ATTACHMENT A: MINIMUM QUALIFICATIONS TABLE

The Offeror must meet Minimum Qualifications for its response to be evaluated by the Department. The Offeror must complete this table and provide the appropriate details or information to support each requirement. All responses must be provided and, if applicable, formatted in the layout specified in the table below.

The Offeror must also attest to acceptance of the Terms and Conditions of this RFP by checking the box and signing this Attachment A.

<b>MINIMUM QUALIFICATIONS TABLE</b>	
<b>Requirements</b>	<b>Offeror's Statement of Demonstration and Capabilities</b>  <b>Include the page number(s), section citation(s), exhibit name(s), exhibit number(s) and any other information where Offeror's responses are found.</b>
1. Offeror agrees to the following: (i) General Terms and Conditions; (ii) Confidentiality, Privacy, and Security requirements; (iii) Conflict of Interest requirements; and (iv) Non-Discrimination requirements.	
2. Offeror is formed and operates as a North Carolina nonprofit entity, in accordance with applicable law.	
3. The Offeror has the capacity to receive and timely respond to approximately 1,500 in-coming calls per month.	
4. The Offeror has a minimum of three (3) years demonstrated experience providing information, counseling, and assistance about NC Medicaid policy and services to or on behalf of those who have received or applied for NC Medicaid programs.  All of Offeror's experience must be within the past five (5) years of the date the RFP is issued by the Department.	
5. The Offeror has a minimum of three (3) years demonstrated experience providing healthcare advocacy to healthcare consumers and Medicaid beneficiaries.  All of Offeror's experience must be within the past five (5) years of the date the RFP is issued by the Department	



The Offeror accepts, without exception all terms and conditions of this RFP as required in *Section III*. The Offeror may suggest modifications to the terms and conditions per the instructions in *Section II.C.3.c* and acknowledges such suggestions are not part any subsequent Contract unless explicitly accepted by the Department in accordance with *Section II.C.3.c*.

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Offeror Signature

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Date

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Printed Name and Title

# ATTACHMENT B: TECHNICAL PROPOSAL

The Technical Response must address all requirements and specifications of this RFP.

RFP Section	Evaluation Question
<p><b><i>Disclosure of Conflicts of Interest</i></b></p> <p><b><i>Section III.D.15</i></b></p>	<p>The Department requests the response to this section be limited to ten (10) pages.</p> <ol style="list-style-type: none"> <li>1. Offeror shall confirm its commitment to meeting Contractor obligations under the contract and doing so in a manner that complies with Contract requirements and is in the best interest of the Department and the State and not taking any action or acquiring any interest that will conflict in any manner or degree with the performance of its services under the Contract as set forth in Section III.D.15.d of the RFP.</li> <li>2. Offeror shall:               <ol style="list-style-type: none"> <li>a. Disclose any relationship to any business or associate with whom the Offeror is currently doing business that creates or may give the appearance of a Conflict of Interest.</li> <li>b. Disclose any business activities conducted by Offeror that creates or may give the appearance of a Conflict of Interest.</li> <li>c. Disclose the employment or engagement by the Offeror, any firm principal, staff member, or subcontractor known by the Offeror to have a Conflict of Interest or potential Conflict of Interest related to this Contract.</li> </ol> </li> <li>3. Describe how Offeror or Contractor, as applicable, will reduce, mitigate, or eliminate Conflicts of Interest that:               <ol style="list-style-type: none"> <li>a. Have been disclosed; or</li> <li>b. Are identified and disclosed during the term of the Contract.</li> </ol> <p>Offeror’s response should include but is not limited to safeguards such as the imposition of firewalls, policies and procedures, or systems that are established to deter actions contrary to contract obligations; design features such as changes to roles, responsibilities, or organizational structure; oversight and monitoring or quality assurance features in performance of the Contract.</p> </li> </ol>
<p><b><i>Qualifications, Experience, and Federal Requirements</i></b></p> <p><b><i>Section V. A.</i></b></p>	<p>The Department requests the response to this section be limited to ten (10) pages.</p> <ol style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements described in <i>Section V. A., Qualifications, Experience and Federal Requirements</i>.</li> <li>2. Offeror must describe:               <ol style="list-style-type: none"> <li>a. The company, its history, mission, operations, and governance structure.</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>b. Its experience in providing advocacy and similar services to those detailed in this RFP on behalf of health care consumers. Offeror should include, at a minimum: <ul style="list-style-type: none"> <li>i. The specific agency(ies) where Offeror has provided Ombudsman or health advocacy and similar services, and a description of the services provided;</li> <li>ii. The number of clients served at each agency noted in ii. above; and</li> <li>iii. Years of experience providing services.</li> </ul> </li> <li>c. Its advanced knowledge of North Carolina’s Medicaid programs and services, including how: <ul style="list-style-type: none"> <li>i. the knowledge was attained; and</li> <li>ii. that knowledge will be used in meeting the RFP requirements.</li> </ul> </li> <li>d. Its proven track record of providing ombudsman or advocacy services that; <ul style="list-style-type: none"> <li>i. Were delivered on time;</li> <li>ii. Achieved a high level of customer satisfaction;</li> <li>iii. Met contract goals;</li> <li>iv. Achieved Outcomes; and</li> <li>v. Resulted in Contract renewal.</li> </ul> </li> </ul> <p>3. Offeror must describe how it will scale its program and develop capacity, if it doesn’t exist, to meet anticipated volume of individuals, Referrals, and contacts.</p> <p>4. Offeror must describe any limitations and issues meeting the requirements of this section. No response will be interpreted as no limitations or issues.</p>
<p><b>North Carolina Medicaid and NC Health Choice Populations</b></p> <p><b>Section V. B.</b></p>	<p>The Department requests the response to this section be limited to five (5) pages.</p> <ul style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements of <i>Section V. B. North Carolina Medicaid and Health Choice Populations</i>.</li> <li>2. Offeror must describe its capacity to provide Ombudsman services to individuals within the North Carolina Medicaid and Health Choice populations that may contact the Ombudsman Program, assuming approximately 1,500 Interactions and contacts per month. Offeror must describe its capacity to: <ul style="list-style-type: none"> <li>a. Provide Medicaid and Medicaid Managed Care information, education and referrals to beneficiaries receiving services through the Medicaid fee-for-service delivery system, including through the LME/MCO’s, and to enrolled Members and Potential Members.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>b. Provide Medicaid Managed Care Issue resolution for Members enrolled with a PHP.</li> <li>c. Accommodate increases in the number of individuals contacting the Ombudsman Program during peak times such as during open enrollment and expanded crossover periods.</li> </ul> <p>3. Offeror must describe any limitations and issues meeting the requirements of this section. No response will be interpreted as no limitations or issues.</p>
<p><b>Core Functions</b></p> <p><b>Section V. D.</b></p>	<p>The Department requests the response to this section be limited to twenty (20) pages. The sample/example information and education, referral, Issue resolution, and trend monitoring process flows should be limited to four (4) pages.</p> <p>1. Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements of <i>Section V. D. Core Functions</i>.</p> <p>Further, the Offeror must describe:</p> <ul style="list-style-type: none"> <li>2. How it shall operate the Medicaid Managed Care Ombudsman Program to serve as a “no wrong door” information and education access point for all Medicaid populations and their families.</li> <li>3. How it shall make Referrals to resources outside of the Ombudsman Program.</li> <li>4. Offeror shall describe its triage and assessment process for making the determination that an Issue must be handled internally or referred to an external source, associated timelines, and how any required follow-up is handled.</li> <li>5. Its process and methodology for determining that a Client Issue is urgent.</li> <li>6. Its process and methodology for prioritizing the handling of urgent Issues.</li> <li>7. How it shall assist with resolving Client Issues experienced within the Medicaid Managed Care delivery system.</li> <li>8. How it shall handle Issues that cannot be resolved to the Client’s satisfaction after all internal and external efforts have been exhausted.</li> <li>9. How it shall perform Formal Closed Loop Referrals.</li> <li>10. How it shall establish formal agreements with external community-based and legal services organizations, to provide alternative pathways to resolve Client Issues.</li> <li>11. How it shall identify all entities with which it has or intends to establish Closed-Loop Referral agreements and the roles the entities will serve.</li> </ul>

	<p>12. How it intends to gain collaboration with and incentivize external community-based and legal service organizations to enter into Closed-Loop Referral agreements and ensure adherence to management of Issues.</p> <p>13. How it shall handle complaints that are made against the Ombudsman Program including associated timelines for response and resolution.</p> <p>14. Its ability to report satisfaction survey results including;</p> <ul style="list-style-type: none"> <li>a. its process; and</li> <li>b. methodology for capturing, compiling and reporting survey results from each telephonic, face-to-face and web-based Interaction.</li> </ul> <p>15. How it will monitor, track, analyze and report trends identified in managed care including:</p> <ul style="list-style-type: none"> <li>a. its methodology for determining data elements; and</li> <li>b. the potential data elements to be reported.</li> </ul> <p>16. How it shall develop and provide strategic solutions to assist the PHPs, EB, and the Department with addressing systemic issues across the Medicaid Managed Care delivery system.</p> <p>17. Ability to provide sample process flows for receiving, assessing/triaging, prioritizing, managing, and following-up on inquiries/contacts.</p> <p>18. All limitations and issues meeting the requirements of this section. No response will be interpreted as no limitations or issues.</p>
<p><b><i>Case Management System</i></b></p> <p><b><i>Section V. E.</i></b></p>	<p>The Department requests the response to this section be limited to five (5) pages, not including sample process flows.</p> <ul style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements of <i>Section V. E. Case Management System</i>.</li> <li>2. Offeror must describe the capacity of its Case Management System to meet requirements of this RFP, including: <ul style="list-style-type: none"> <li>a. Capturing demographic information and language preferences of persons contacting the Ombudsman Program;</li> <li>b. Timely and accurate documentation of all Interactions and contacts for core function provided;</li> <li>c. Capturing, tracking and monitoring of trends, satisfaction survey results, and outreach activities including evaluation results;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>d. Compiling data summaries of all Interactions and contacts, outreach activities, trends, satisfaction surveys and outreach feedback;</li> <li>e. Reporting to the Department data on all Interactions and contacts, survey and evaluation feedback, outreach activities, and trend analysis.</li> </ul> <ul style="list-style-type: none"> <li>3. Offeror must provide sample documentation, screenshots and process flows for its Case Management System.</li> <li>4. Offeror must confirm compliance with the Department’s Information Technology requirements described in this RFP.</li> <li>5. Offeror must describe any limitations and issues meeting the requirements of this section. No response will be interpreted as no limitations or issues.</li> </ul>
<p><b>Communication Engagement and Outreach – Materials</b></p> <p><b>Section V. F. 1.</b></p>	<p>The sample/example Informational/Educational materials should be limited to five (5) pages.</p> <ul style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements of <i>Section V.F.1. Informational and Educational Communications.</i></li> <li>2. Offeror must provide samples of Informational and Educational materials.</li> <li>3. Offeror must describe any limitations and issues meeting the requirements of this section. No response will be interpreted as no limitations or issues.</li> </ul>
<p><b>Communication Engagement and Outreach – Engagement with Department Partners:</b></p> <p><b>Section V. F. 2.</b></p>	<p>The Department requests the response to this section be limited to five (5) pages, not including the sample/example items stated below:</p> <ul style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements of <i>Section V.F.2. Engagement and Outreach.</i></li> <li>2. Offeror must describe how it will perform independent outreach to facilitate awareness of Ombudsman Program services and support understanding of the managed care and Fee-For-Service delivery system with; <ul style="list-style-type: none"> <li>a. Medicaid beneficiaries, Members and Potential Members;</li> <li>b. Counties including all local social service agencies;</li> <li>c. EBCI PHHS; and</li> <li>d. Community based organizations.</li> </ul> </li> <li>3. Offeror must describe how it will perform joint outreach with the PHPs and EB during Open Enrollment Periods and on other dates as required by the Department.</li> </ul>

	<ol style="list-style-type: none"> <li>4. Offeror must describe its process and methodology for capturing, compiling and reporting outreach evaluation feedback after each outreach activity it performs independently or jointly.</li> <li>5. Offeror must describe how it shall engage with Department partners, PHPs and the EB and describe how it shall: <ol style="list-style-type: none"> <li>a. Attend training/knowledge transfer sessions to become familiar with the services offered by these entities;</li> <li>b. Provide training/knowledge transfer sessions to these entities to familiarize them with the services of the Medicaid Managed Care Ombudsman Program;</li> <li>c. Facilitate on-going engagement and communication with these entities to share trends in managed care and discuss ways to improve the member experience.</li> </ol> </li> <li>6. Offeror must describe any limitations and issues meeting the requirements of this section. No response will be interpreted as no limitations or issues.</li> </ol>
<p><b>Communication Engagement and Outreach:</b></p> <p><b>Section V. F. 3. Member Surveys and Evaluation Feedback</b></p>	<p>The Department requests the response to this section be limited to three (3) pages, not including the sample/example items stated below:</p> <p>The sample/example Ombudsman Program outreach evaluation questions should be limited to three (3) pages.</p> <p>The sample/example process flows should be limited to three (3) pages.</p> <p>The sample/example Ombudsman Program telephone, website, and face-to-face customer satisfaction survey questions should be limited to three (3) pages.</p> <p>Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements of <i>Section V.F. 3. Member Surveys and Evaluation Feedback</i>.</p> <ol style="list-style-type: none"> <li>1. Offeror must describe its methodology for offering, capturing, compiling and reporting satisfaction surveys for each telephone, website and face-to-face Interactions and contacts.</li> <li>2. Offeror must describe its methodology for offering, capturing, compiling and reporting feedback captured during each outreach and in-person engagement activity.</li> <li>3. Offeror shall submit examples of satisfaction survey questions and evaluation questions it intends to use or has used previously in other survey and outreach efforts, including the methodology for obtaining the responses by the various outreach and contact channels.</li> </ol>

	<ol style="list-style-type: none"> <li>4. Offeror must provide sample outreach evaluation questions.</li> <li>5. Offeror must describe any limitations and issues meeting the requirements of this section. No response will be interpreted as no limitations or issues.</li> </ol>
<p><b><i>Ombudsman Program Administration; General Program Operations</i></b></p> <p><b><i>Section V. G. 1.</i></b></p>	<p>The Department requests the response to this section be limited to ten (10) pages.</p> <p>The sample/example process flows should be limited to three (3) pages</p> <ol style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements of <i>Section V. G. 1.</i></li> <li>2. Offeror shall describe in detail its corporate structure, including any subsidiaries and d/b/a, history, mission, governance, operations, Board(s) of Directors, and any other information critical to responding to this RFP.</li> <li>3. Offeror must confirm adherence to the expectations of the Department and their ability and approach to meet the requirements of <i>Section V. G. 1., General Program Operation.</i></li> <li>4. Offeror must describe how it shall operate a “hub” and “spokes” model.</li> <li>5. Offeror must describe its capacity to provide statewide ombudsman services.</li> <li>6. Offeror shall describe its internal policies, procedures, processes and associated timelines for receiving, assessing/triaging, managing, and follow-up for: <ol style="list-style-type: none"> <li>a. Messages left on the telephone voice mail system, including during State business hours and after hours</li> <li>b. Issues and inquiries received by fax</li> <li>c. Issues and inquiries received by USPS mail</li> <li>d. Issues and inquiries received by email</li> <li>e. Website inquiries</li> <li>f. Face-to-face Interactions and contacts</li> <li>g. Follow up on initial face-to-face Interactions if the issue was not resolved during the initial Interaction.</li> </ol> </li> <li>7. Offeror must describe its business days and hours of operation.</li> <li>8. Offeror must describe how it shall provide statewide face-to-face accessibility.</li> <li>9. Offeror shall provide sample process flows for receiving, managing, and follow-up on issues and inquiries.</li> </ol>



	<p>10. Offeror must describe any limitations and issues meeting the requirements of this Section. No response will be interpreted as no limitations or issues.</p>
<p><b><i>Ombudsman Program Administration; Internal Policies and Procedures</i></b></p> <p><b><i>Section V. G. 2.</i></b></p>	<p>The Department requests the response to this section be limited to twenty (20) pages, not including the samples and examples requested below.</p> <p>The sample/example process flows should be limited to five (5) pages</p> <ol style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements of <i>Section V. G. 2 Internal Policies and Procedures.</i></li> <li>2. Offeror must describe in detail the internal policies, procedures, processes, workflows and associated timelines it shall utilize to perform the core functions and services required in this RFP, and must address: <ol style="list-style-type: none"> <li>a. Acknowledging and responding to all channels of Interactions and contacts</li> <li>b. Assessing and triaging a contact</li> <li>c. Determining appropriate action to take on contacts</li> <li>d. Providing prioritization of contact</li> <li>e. Assigning the contact to a staff member</li> <li>f. Managing contacts including providing follow-up</li> <li>g. Providing Information and Education</li> <li>h. Providing Issue Resolution</li> <li>i. Handling Referrals</li> <li>j. Utilizing the Case Management System to document, track and report on Ombudsman Program activities</li> <li>k. Trend Monitoring and Reporting</li> </ol> </li> <li>3. Offeror must describe any limitations and issues meeting the requirements of this Section. No response will be interpreted as no limitations or issues.</li> </ol>
<p><b><i>Ombudsman Program Administration; Ombudsman Program Website</i></b></p> <p><b><i>Section V. G. 3.</i></b></p>	<p>The Department requests the response to this section be limited to three (3) pages not including requested samples/examples.</p> <ol style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements of <i>Section V. G. 3., Ombudsman Program Website.</i></li> <li>2. Offeror must describe how the Ombudsman Program website allows the Beneficiary/member to use the website to learn about Ombudsman services and to make contact on the website by sending a secure email.</li> </ol>

	<ol style="list-style-type: none"> <li>3. Offeror must describe its website ability to offer and capture customer satisfaction results for each website Interaction.</li> <li>4. Offeror must provide samples of proposed messages for website downtime and screenshots of websites implemented for similar clients or services.</li> <li>5. Offeror must describe any limitations and issues meeting the requirements of this Section.</li> <li>6. Examples of proposed messages to utilize for website downtime due to maintenance or unexpected outage, screenshots of websites implemented for similar clients or services, or proposed Ombudsman Program website examples, must be limited to five (5) pages.</li> <li>7. Offeror must describe any limitations and issues meeting the requirements of this Section. No response will be interpreted as no limitations or issues.</li> </ol>
<p><b><i>Ombudsman Program Administration; Ombudsman Program Service Line</i></b></p> <p><b><i>Section V. G. 4.</i></b></p>	<p>The Department requests the response to this section be limited to eight (8) pages, not including the requested samples/examples requested.</p> <p>The sample/example call scripts for use by Ombudsman Program staff to ensure consistent information is provided is limited to five (5) pages.</p> <ol style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements of <i>Section V. G. 4., Ombudsman program Toll-Free Telephone Lines.</i></li> <li>2. Assuming approximately 1,500 calls per month, the Offeror must describe the capacity and ability of its toll-free telephone line(s) to effectively and efficiently receive in-coming calls and faxes to the Medicaid Managed Care Ombudsman Program.</li> <li>3. Assuming approximately 1,500 calls per month, the Offeror must describe their timelines for handling all in-coming telephone calls and vice messages received during normal business hours, including during times of peak activities.</li> <li>4. Offeror must describe their capacity for handling calls received after State business hours.</li> <li>5. Offeror must describe their handling of calls for which they have performed similar services as required in this RFP, including the maximum calls handled.</li> <li>6. Offeror must provide sample of call script and a listing of topics which scripts shall address to be used that is clear and easily understandable to the caller.</li> <li>7. Offeror must describe the ability to offer and capture caller satisfaction survey for every telephone Interaction.</li> </ol>

	<p>8. Offeror must describe any limitations and issues meeting the requirements of this Section. No response will be interpreted as no limitations or issues.</p>
<p><b>Ombudsman Program Administration; Key Personnel, Staffing, Staff Training</b></p> <p><b>Section V. G. 5.</b></p>	<p>The Department requests the response to this section be limited five (5) pages.</p> <ol style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements of <i>Section V. G. 5. Key Personnel, Staffing, and Staff Training</i>.</li> <li>2. Offeror shall provide <i>Attachment D: Key Personnel and Ombudsman Staffing</i>, to describe the role, duties and responsibilities of Key Personnel required in this RFP.</li> <li>3. Offeror must provide as <i>Attachment K</i> a proposed Staff Training Plan to describe how it shall ensure staff will have adequate training and knowledge of North Carolina’s Medicaid programs, including the various Medicaid payment systems (e.g. Fee-for-Service and Medicaid Managed Care), other covered programs, and required topics as described in the Staff Training section of this RFP.</li> <li>4. Offeror must describe their staffing capacity to support increased calls/contacts during peak activity periods.</li> <li>5. Offeror must describe any limitations and issues meeting the requirements of this Section. No response will be interpreted as no limitations or issues.</li> </ol>
<p><b>Performance Reporting</b></p> <p><b>Section V. H</b></p>	<p>The Department requests the response to this section be limited to ten (10) pages.</p> <ol style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements of <i>Section V. H. Performance Reporting</i>.</li> <li>2. Offeror must address and describe all proposed reporting formats, and frequency of reporting to include core functions, responsibilities, requirements and outreach events and activities.</li> <li>3. Offeror must describe any limitations and issues meeting the requirements of this Section. No response will be interpreted as no limitations or issues.</li> </ol>
<p><b>Language, Accessibility, and Cultural Competency</b></p> <p><b>Section V. I</b></p>	<p>The Department requests the response to this section be limited to three (3) pages.</p> <ol style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements of <i>Section V. I. Language, Accessibility, and Cultural Competency</i>.</li> <li>2. Offeror must describe how written and website materials developed for beneficiaries are culturally competent.</li> <li>3. Offeror must describe how screen readers are accommodated.</li> <li>4. Offeror must describe any limitations and issues meeting the requirements of this Section. No response will be interpreted as no limitations or issues.</li> </ol>

<p><b>Readiness Review</b></p> <p><b>Section V.K.</b></p>	<p>The Department requests the response to this section be limited to six (6) pages.</p> <ol style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and their ability and approach to meet the requirements of <i>Section V. K. Readiness Review</i>.</li> <li>2. Offeror must describe any limitations and issues meeting the requirements of this Section. No response will be interpreted as no limitations or issues.</li> </ol>
<p><b>Implementation Plan</b></p> <p><b>Section V.L</b></p>	<p>The Department requests the response to this section be limited to ten (10) pages.</p> <ol style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements of <i>Section V. L. Implementation Plan</i>.</li> <li>2. In addition to Section V.L., Offeror must describe proposed format and frequency of submission for all requirements and deliverables, status reports, meetings, deliverables, key activities and milestones.</li> <li>3. At a minimum, the Offeror’s Implementation Plan must address its ability and approach to meet the requirements of <i>Section V.L. and Attachment I. Anticipated Contract Requirements and Implementation Schedule</i> for the following: <ol style="list-style-type: none"> <li>a. Operationalization of the Ombudsman Program Service Line;</li> <li>b. Service Line Call Scripts;</li> <li>c. Service Line Client Satisfaction Survey;</li> <li>d. Operationalization of the Ombudsman Program Website;</li> <li>e. Website Client Satisfaction Survey;</li> <li>f. The designation and operationalization of the physical location(s) for face-to-face interactions; and</li> <li>g. Face-to-Face Client Satisfaction Survey.</li> </ol> </li> <li>4. Offeror must describe any limitations and issues meeting the requirements of this Section. No response will be interpreted as no limitations or issues.</li> </ol>
<p><b>Fraud, Waste and Abuse Compliance</b></p> <p><b>Section V.M</b></p>	<p>The Department requests the response to this section be limited to two (2) pages.</p> <ol style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and their ability and approach to meet the requirements of <i>Section V.M., Fraud, Waste, and Abuse Compliance</i>.</li> <li>2. Offeror must describe any limitations and issues meeting the requirements of this Section. No response will be interpreted as no limitations or issues.</li> </ol>
<p><b>Business Continuity</b></p> <p><b>Section V. N</b></p>	<p>The Department requests the response to this section be limited to five (5) pages.</p> <ol style="list-style-type: none"> <li>1. Offeror must confirm adherence to the expectations of the Department and their ability and approach to meet the requirements of <i>Section V. N. Business Continuity</i>.</li> </ol>

	<p>2. Offeror must describe any limitations and issues meeting the requirements of this Section. No response will be interpreted as no limitations or issues.</p>
<p><b><i>Contract Performance, Key Service Level Metrics, and Liquidated Damages</i></b></p> <p><b><i>Section VI.</i></b></p>	<p>The Department requests the response to this section be limited to ten (10) pages.</p> <p>1. Offeror must confirm adherence to the expectations of the Department and describe their ability and approach to meet the requirements of <i>Section VI. Contract Performance.</i></p> <p>2. Offeror must describe any limitations and issues meeting the requirements of this Section. No response will be interpreted as no limitations or issues.</p>

# ATTACHMENT C: COST PROPOSAL

## Instructions for completing Attachment C: Cost Proposal

The Cost Proposal must include the total all inclusive, turnkey costs associated with the services to be provided as part of this RFP and any subsequent contract, including postage and travel.

### Implementation Costs:

1. Offerors may propose reasonable, one-time implementation costs, **which may not exceed \$350,000.00**, as part of *Attachment C: Cost Proposal* to support implementation costs associated with the Contract.
2. Complete the appropriate information on the worksheet titled “*WS.1. Total Costs*” in the “One-Time Implementation Costs” column.
3. See *WS.1. Total Costs* for more information and instructions.
4. Complete the blue highlighted or designated cells only; do not change other cells.
5. The required narrative should be included on the worksheet titled “*WS.2. Narrative*” As an alternative, Offeror may attach a separate narrative detailing its proposed costs and reference the separate narrative in *Attachment C: Cost Proposal, WS.2. Narrative*.
6. The narrative must include line item details; a description for each line item, including how each line item was calculated; and any assumptions used in the development of the line item implementation costs.
7. The Department shall not make payment for any one-time implementation costs prior to the date services for the applicable components of the scope of work are fully implemented, unless otherwise agreed to by the Department.

### Service and System Costs:

1. Offerors are asked to propose service and system costs on an ongoing basis according to the Cost Categories and timeframes detailed in the Cost Proposal.
2. Complete the appropriate information on the worksheet titled “*WS.1. Total Costs*.”
3. See *WS.1. Total Costs* for more information and instructions.
4. Complete the blue highlighted or designated cells only; do not change other cells.
8. The required narrative should be included on the worksheet titled “*WS.2. Narrative*.” As an alternative, Offeror may attach a separate narrative detailing its proposed costs and reference the separate narrative in *Attachment C: Cost Proposal, WS.2. Narrative & Notes*.
5. The narrative must include line item details; a description for each line item, including how each line item was calculated; and any assumptions used in the development of the line item costs for each of the following periods:
  - a. September 1, 2019 through June 30, 2020
  - b. July 1, 2020 through June 30, 2021
  - c. Optional Term 1: July 1, 2021 through June 30, 2022
  - d. Optional Term 2: July 1, 2022 through June 30, 2023



## ATTACHMENT D: KEY PERSONNEL AND OMBUDSMAN STAFFING

The following must be completed by the Offeror as required by *Section V.G., Key Personnel and Staffing*, and must identify, at minimum:

- I. Program Manager to lead the Ombudsman Program and carry out required management responsibilities;
- II. Key Personnel responsible for the performance of Ombudsman Program core functions and services;
- III. Other essential staff to provide program support and timely and efficient services to the populations contacting the Ombudsman Program.

<b>Role</b>	<b>Duties and Responsibilities of the Role</b>	<b>Ombudsman Program Proposed Staff Name.</b> <b>Must attach resume to support.</b> <b>Include the section citation, exhibit name/number and page numbers where details can be found in Offeror's response if not included in this table.</b>



## ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY CONTRACTOR

Upon Contract Award, the successful Offeror becomes a Contractor providing goods and or services to the State. In addition to any other evaluation criteria identified in this RFP, the Department may, for purposes of evaluating proposed or actual contract performance outside of the United States, also consider how that performance may affect the following factors to ensure that any award will be in the best interest of the Department:

1. Total cost to the Department;
2. Level of quality provided by the Contractor;
3. Process and performance capability across multiple jurisdictions;
4. Protection of the State's information and intellectual property;
5. Availability of pertinent skills;
6. Ability to understand the Department's business requirements and internal operational culture;
7. Identified risk factors such as the security of the State's information technology;
8. Relations with citizens and employees; and
9. Contract enforcement jurisdictional issues.

In accordance with G.S. § 143-59.4, the Contractor shall detail the location(s) at which performance will occur, as well as the way it intends to utilize resources or workers outside of the United States in the performance of this Contract. The Department will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Items a, b, and c below **MUST BE COMPLETED**.

**a) Will any work under this Contract be performed outside the United States?**

YES  NO

If the Contractor answered "YES" above, the Contractor shall complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Contractor, any subcontractors, employees, or other persons performing work under the Contract:
2. Describe the corporate structure and location of corporate employees and activities of the Contractor, its affiliates, or any other subcontractors that will perform work outside the U.S.:

**b) The Contractor agrees to provide notice, in writing to the Department, of the relocation of the Contractor, employees of the Contractor, subcontractors of the Contractor, or other persons performing services under the Contract outside of the United States**

YES  NO

NOTE: All Contractor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

**c) Identify all U.S. locations at which performance will occur:**

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\_\_\_\_\_  
Signature of Authorized Representative                      Name of Entity

\_\_\_\_\_  
Name and Title                                                              DATE

# ATTACHMENT F: NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made effective the \_\_\_\_ of \_\_\_\_\_, 2019, by and between the North Carolina Department of Health and Human Services (“Covered Entity”) and \_\_\_\_\_ (“Business Associate”) (collectively the “Parties”).

## 1. BACKGROUND

- a. Covered Entity and Business Associate are parties to a contract entitled **OMBUDSMAN SERVICES**, whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity (“Contract”).
- b. Covered Entity is an organizational unit of the North Carolina Department of Health and Human Services (the “Department”) that has been designated in whole or in part by the Department as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Agreement with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

## 2. DEFINITIONS

*Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:*

- a. “*Electronic Protected Health Information*” shall have the same meaning as the term “*electronic protected health information*” in 45 C.F.R. § 160.103.
- b. “*HIPAA*” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“*HITECH*”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. “*Individual*” shall have the same meaning as the term “*individual*” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. “*Privacy Rule*” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. § Part 160 and Part 164.
- e. “*Protected Health Information*” shall have the same meaning as the term “*protected health information*” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. “*Required by Law*” shall have the same meaning as the term “*required by law*” in 45 C.F.R. § 164.103.
- g. “*Secretary*” shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.

- h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

### **3. OBLIGATIONS OF BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. § 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
- e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
- g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### **4. PERMITTED USES AND DISCLOSURES**

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
  - 1) The disclosures are Required by Law; or

- 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

## **5. TERM AND TERMINATION**

- a. Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
  - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. Effect of Termination.
  - 1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2) If Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **6. GENERAL TERMS AND CONDITIONS**

- a. This Agreement is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.

- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. If a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

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## ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION AND LEGAL ACTION SUMMARY

The Offer must complete and sign this Attachment G, and include the required documents as indicated herein.

### The undersigned hereby certifies that:

- The Offeror has included the following documents with this completed ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION AND LEGAL ACTION SUMMARY.
  - a.  Audited or reviewed financial statements (preferably audited) prepared by an independent Certified Public Accountant (CPA for the two most recent fiscal years, including at a minimum balance sheet, income statement, and cash flow statement for each year. Must provide the contact information for the CPA/audit firm.
  - b.  The current Month End Balance Sheet and Year-to-Date Income Statement at the time of proposal submission.
  - c.  The most recent corporate tax filing OR independent audit report. If submitting the independent audit report, must include contact information for the audit firm.
- The Offeror is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.
- The Offeror has included a brief statement outlining and describing its financial stability.
- The Offeror has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Offeror is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- The Offeror is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The Offeror has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- The Offeror acknowledges that this is a continuing certification, and the Offeror shall notify the Department within fifteen (15) calendar days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, the Offeror shall explain the reason in the space below:**

**Offerors are encouraged to explain any negative financial information in its financial statement below and are encouraged to provide documentation supporting those explanations:**

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**By completing this Certification of Financial Condition and Legal Action Summary, the Offeror affirms the ability to financially support implementation and on-going costs associated with this Contract, and the individual signing certifies he or she is authorized to make the foregoing statements on behalf of the Offeror.**

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Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Printed Name \_\_\_\_\_ Title \_\_\_\_\_



## ATTACHMENT H: OFFEROR'S CLIENT REFERENCES

Offerors must provide four (4) client references for which it has provided services of similar size and scope to that requested herein. The Offeror must complete the reference table below for each Client Reference. The Department may contact these clients to determine the services provided are substantially similar in scope to those proposed herein, and that the Offeror's performance has been satisfactory. Information obtained in this attachment will be considered in the evaluation of the proposal. Client references from the NC Department of Health and Human Services, its divisions, programs or employees are prohibited and will not be considered to satisfy this requirement.

<b>Company Name and Address</b>	<b>Company Contact with email address and phone number</b>	<b>Summary of services provided which are relevant to the scope and requirements of this RFP</b>
1.		
2.		
3.		
4.		

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# ATTACHMENT I: ANTICIPATED CONTRACT REQUIREMENTS AND IMPLEMENTATION SCHEDULE

The following represents the due dates for implementation activities and key Contract milestones. Adjustments will be made with the Contractor at the commencement of services based on the actual Contract Effective Date.

<b>Implementation Activities and Key Milestones</b>	<b>Due Dates</b>
<b>Implementation Activities</b>	<b>Contract Effective Date Plus</b>
Implementation Plan	Thirty (30) days
Service Line Call Scripts	Thirty (30) days
Service Line Client Satisfaction Survey	Thirty (30) days
Face-to-Face Client Satisfaction Survey	Thirty (30) days
Website Client Satisfaction Survey	Thirty (30) days
Physical Location for Face-to-Face Interactions Designated	Thirty (30) days
Physical Location for Face-to-Face Interactions Operational	Forty-five (45) days
Website Operational	Forty-five (45) days
Service Line Number Operational	Forty-five (45) days
<b>Key Milestones</b>	<b>Contract Effective Date Plus</b>
Ombudsman Program Kick-Off Meeting	Seven (7) days
Staff Training Plan Submitted to Department for Approval	Thirty (30) days
Internal Procedures, Policies, Timelines for all Core Functions, Services, and Activities Submitted to the Department	Forty-five (45) days
Outreach and Engagement Strategy submitted to the Department for Approval	Forty-five (45) days
Outreach and Engagement Evaluation Feedback Documents submitted to the Department for Approval	Forty-five (45) days
Ombudsman Program Informational and Educational Materials submitted to the Department for Approval	Forty-five (45) days

Business Continuity Plan Submitted to the Department	Forty-five (45) days
Key Personnel and key support staff Onboarded	Sixty (60) days
Draft Case Management System Client Interaction Call Categorization Documentation Submitted for to the Department for Approval	Sixty (60) days
Final Case Management System Policies, Procedures and Workflows for Interaction Capturing, Tracking, Monitoring, Compiling, and Reporting submitted to the Department for Approval	Sixty (60) days
Case Management System Operational and Capable of Supporting Core Functions and Reporting Requirements	Sixty (60) days
Completed and Signed Formal Closed-Loop Referral agreements submitted to the Department for Review	Sixty (60) days
Face-to-Face Independent and Joint Engagement and Outreach Activities Begin	Sixty (60) days
<b>Ombudsman Program Operational</b>	<b>Seventy-five (75) days</b>

## ATTACHMENT J: FORMAL REFERRAL AGREEMENT TEMPLATE

Per Section V.D., the Offeror must develop and attach a Formal Referral Agreement Template it proposes to utilize with external community-based and legal services organizations to establish Closed-Loop Referral agreements for Members when it is determined that the path to resolution of the member issue can best be met by the external entity. The Formal Referral Agreement template must at a minimum:

- i.** Identify the name of each referral entity with whom the Contractor has or intends to establish Closed-Loop Referral agreements;
- ii.** Identify the type of referral entity;
- iii.** Identify the location of the referral entity;
- iv.** Identify specific counties or PHP regions the referral entity shall serve;
- v.** Identify the role(s) the referral entity will serve;
- vi.** Describe the duties and responsibilities of the role;
- vii.** Identify the policies, procedures, follow-up issue status reporting and all associated timelines for issue resolution the entity has agreed to in handling Member issues;
- viii.** Describe how Offeror intends to utilize the Closed-Loop Referral agreements to meet the needs of Members it refers to the entity;
- ix.** Describe how the Offeror intends to gain collaboration with and incentivize the entity to enter into formal agreements and adhere to timely issue management of Member issues;
- x.** Describe how the Offeror shall monitor the entity to ensure compliance with the Formal Referral Agreement;
- xi.** Describe how Offeror shall hold the entity accountable for services they agreed to provide.

## ATTACHMENT K: PROPOSED STAFF TRAINING PLAN

The Offeror must attach a proposed Staff Training Plan to describe their ability and approach to meet the requirements in Section V.G. This attachment should be limited to five (5) pages and must describe how Ombudsman Program staff will obtain adequate knowledge of North Carolina Medicaid Programs, including the various delivery systems, and other covered programs.

The proposed Staff Training Plan must describe:

1. Training Timelines;
2. Training Curriculum;
3. Training Topics;
4. Call Scripts; and
5. Desk Procedures.

## ATTACHMENT L: USE CASE SCENARIOS

Responses must focus on how those contacting North Carolina’s Medicaid Managed Care Ombudsman Program will be assisted. The response for *each* Use Case Scenario must not exceed four (4) pages.

Scenario Number	Scenario
<p><b>Scenario #1</b></p>	<p>On December 16, 2019, a Client telephones the Ombudsman Program after hours and leaves a detailed voice message. The member explains that she previously received a PHP Notice of Adverse Benefit Determination, denying a service authorization that she believes is needed to determine the cause of her severe abdominal pain. She filed an Appeal, and in the mail today, she received a PHP Notice of Appeal Resolution, upholding the adverse benefit determination. She states that she would like to proceed with a State Fair Hearing. She is requesting Ombudsman Program assistance in getting prepared for this hearing. She states that if she is denied again, she plans to ask the Ombudsman Program to assist her with proceeding with further legal action.</p> <p>Provide a <i>detailed, step-by-step</i> narrative of how the Ombudsman Program would handle this issue, <i>from receipt of the initial voice message through resolution and closure</i>, including any anticipated follow-up needed, detailing:</p> <ol style="list-style-type: none"> <li>a. timeline for every action taken;</li> <li>b. specific information and materials provided;</li> <li>c. any resource referral supports offered, to include date of referral and manner of referral;</li> <li>d. data elements recorded to document the issue;</li> <li>e. the status of the issue at the time the Ombudsman Office has determined they have taken all actions possible.</li> </ol> <p>If contact is made with external entities, identify the entities and the detailed steps and actions that took place with the entities regarding this issue.</p>

Scenario Number	Scenario
<b>Scenario #2</b>	<p>A Client contacts the Ombudsman Program by phone on November 25, 2019 asking for a status update. The Client states that they haven't heard from anyone since giving the Ombudsman Program consent on November 6 to refer their issue to an external entity for resolution. The Client is placed on hold while staff search the Case Management System for details. Upon looking at the note's documentation, it is revealed that on November 6, the Ombudsman Program referred the issue to a collaborating entity utilizing a Formal Referral Agreement in place with that entity. Notes indicate that on November 20, the Ombudsman staff member assigned to the issue placed a call to the referral entity to request a status update and left a message as she was not able to make direct contact. There is no documentation to indicate that the Ombudsman staff member reached out to the member to provide an update, nor any documentation to indicate that the referral entity responded to the message left on November 20.</p> <p>Provide a <i>detailed, step-by-step narrative</i> of actions the Ombudsman Program would take to proceed from this point going forward, until the issue is fully resolved and closed. Keep in mind that the Client is on hold waiting to be assisted.</p>
<b>Scenario #3</b>	<p>On March 5, 2020, while preparing the Ombudsman Program performance reporting summaries for the month of February 2020, it is noted that one-fourth of the lowest rated satisfaction survey results for that month all came from Clients enrolled with the same PHP.</p> <p>Provide a detailed narrative of how the Ombudsman Program would proceed with this knowledge, including the approach, methodology, reporting, and all resulting Interactions and contacts.</p>
<b>Scenario #4</b>	<p>On Thursday August 6, 2020, a Client visits the Ombudsman Program to state that they have been disenrolled from their PHP at the request of the PHP. The Client states he does not know what his options are now for receiving medical care, but that since being enrolled with the PHP's Standard Plan, he has never had a good relationship with his PCP, or any of the staff there. He believes they do not want him as a patient because he often visits the emergency room as he feels so sick at times that he cannot wait until morning to visit his PCP. He states he has visited the ER four times in the past 30 days and has visited his PCP at least fifteen times in that timeframe. He would like to file a complaint against the PHP and the medical providers he has seen within their network.</p> <p>Provide a <i>detailed, step-by-step narrative</i> of how the Ombudsman Program would handle this Interaction, from <i>initial contact through closure</i>, including any anticipated follow-up needed, detailing:</p> <ul style="list-style-type: none"> <li>a. timeline for every action taken;</li> </ul>

Scenario Number	Scenario
	<ul style="list-style-type: none"> <li>b. specific information and materials provided;</li> <li>c. any referral supports offered, to include date of referral and manner of referral;</li> <li>d. data elements recorded to document the category of the issue;</li> <li>e. the status of the issue at the time the Ombudsman Office has completed all actions they can take on the issue.</li> </ul> <p>If contact is made with external entities, identify the entities and the steps and actions that took place with the entities regarding this issue.</p>



# ATTACHMENT M: STATE CERTIFICATIONS

## Contractor Certifications Required by North Carolina Law

Instructions: **The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:**

### Article 2 of Chapter 64:

[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)

- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

## Certifications

- (1) **Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) **Pursuant to G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) **Pursuant to G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "*ineligible Contractor*" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
  - (b) [check **one** of the following boxes]
    - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "*tax haven country*" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
    - The Contractor or one of its affiliates **has** incorporated or reincorporated in a "*tax haven country*" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) **Pursuant to G.S. 143-59.2(b)**, the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any



# ATTACHMENT N: FEDERAL CERTIFICATIONS AND DISCLOSURES

**The undersigned states that:**

- (a) He or she is the duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
- (c) He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- (d) [Check the applicable statement]

He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an 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;

**OR**

He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

- (e) The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

<b>Signature</b>	<b>Title</b>
<b>Contractor Name</b>	<b>Date</b>

**[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]**

## I. Certification Regarding Nondiscrimination

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on

the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## **II. Certification Regarding Drug-Free Workplace Requirements**

1. The Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

**Address**

**Street** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

**Street** \_\_\_\_\_

**City, State, Zip Code** \_\_\_\_\_

Contractor will inform the Department of any additional sites for performance of work under this agreement.

- 3. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

**III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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 does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

**IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

**Instructions**

[The phrase "*prospective lower tier participant*" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "*covered transaction*", "*debarred*", "*suspended*", "*ineligible*", "*lower tier covered transaction*", "*participant*", "*person*", "*primary covered transaction*", "*principal*", "*proposal*", and "*voluntarily excluded*", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction*", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

### **Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **V. Certification Regarding Lobbying**

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

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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "*Disclosure of Lobbying Activities*", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

## **VI. Disclosure Of Lobbying Activities Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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). Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "*Subawardee*", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (*e.g.*, Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, loan award number, or 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 entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.



Public reporting burden for this collection of information is estimated to average 30 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, D. C. 20503

**Disclosure Of Lobbying Activities**

**(Approved by OMB 0344-0046)**

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b></p> <p>Year _____</p> <p>Quarter _____</p> <p>Date Of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Subawardee Tier (if known)</p> <p>_____</p> <p>Congressional District (if known)</p> <p>_____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>_____</p> <p>Congressional District (if known)</p> <p>_____</p>	
<p>6. Federal Department/Agency:</p> <p>_____</p>	<p>7. Federal Program Name/Description:</p> <p>_____</p> <p>CFDA Number (if applicable)</p> <p>_____</p>	
<p>8. Federal Action Number (if known)</p> <p>_____</p>	<p>9. Award Amount (if known) \$</p> <p>_____</p>	

<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. In-kind; specify: Nature _____</p> <p style="text-align: right;">Value _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction</p> <p>Standard Form - LLL</p>

## ATTACHMENT O: DISCLOSURE OF LITIGATION AND CRIMINAL CONVICTIONS

The Offeror must provide information regarding litigation and criminal conviction in response to the RFP by completing this Disclosure of Litigation and Criminal Conviction Form.

1. The Offeror shall disclose, in a writing attached to this *Disclosure of Litigation and Criminal Conviction Attachment* if it, or any of its subcontractors, or their officers, directors, or Key Personnel who may provide Services under any contract awarded pursuant to this solicitation, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation, or deception.
2. The Offeror shall disclose in the gray shaded space below, if it, or its any of its subcontractors, are the subject of any current litigation or investigations of noncompliance under Federal or State law.
3. The Offeror shall disclose in the gray shaded space below any civil litigation, regulatory finding or penalty, arbitration, proceeding, or judgments against it or its subcontractors during the three (3) years preceding its offer that involve (1) Services or related goods similar to those provided pursuant to any contract and that involve a claim that may affect the viability or financial stability of the Contractor, or (2) a claim or written allegation of fraud by the Contractor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Contractor or any subcontractor violated any Federal, State or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Offeror or subcontractor shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Offeror or subcontractor.
4. In the event the Offeror, any of the Offeror's Key Personnel, an officer of the Offeror, or a director of the Offeror, or any member of a governing body of the Offeror, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the State, reflects upon the Offeror's business integrity, such Offeror shall be prohibited from entering into a contract for goods or Services with any department, institution, or agency of the State.
5. The Offeror shall disclose in the gray shaded space below any legal action that could adversely affect the Offeror's financial conditions or ability to meet the requirements of any Contract resulting from the RFP.

**By signing the RFP, Offeror certifies that the information provided in response to the RFP is true to the best of its information and belief. Offeror agrees to notify Department of any changes to the information provided that arise prior to award of any Contract resulting from the RFP. By signing the RFP, Offeror further acknowledges the requirements set forth in the BACKGROUND CHECKS AND DISCLOSURE OF LITIGATION AND CRIMINAL CONVICTION OR ADVERSE FINANCIAL CONDITIONS term of the Contract and the resulting obligations should a Contract be awarded to the Offeror.**

# ATTACHMENT P: NC MEDICAID AND HEALTH CHOICE ESTIMATED MANAGED CARE ENROLLMENT

Below is a summary of North Carolina Medicaid and NC Health Choice anticipated enrollment by region for the populations that the Department intends to enroll in the managed care program over the next five years. Detailed enrollment estimates are available at:

<https://files.nc.gov/ncdhhs/documents/files/PopulationProfiles.pdf?oI2oB1itRV6ozGxXBzNkaPZPK1zG3jgx>

## ***Year 1 – Cross-over population***

<b>Region</b>	<b>FY2016 average member months</b>
Region 1	143,000
Region 2	257,000
Region 3	365,000
Region 4	293,000
Region 5	260,000
Region 6	207,000
<b>TOTAL</b>	<b>1,525,000</b>

## ***Populations considered for enrollment for future years:***

Foster care and adoptive placement:

<b>Region</b>	<b>FY2016 average member months</b>
Region 1	3,600
Region 2	3,700
Region 3	4,900
Region 4	4,100
Region 5	3,900
Region 6	2,300
<b>TOTAL</b>	<b>22,500</b>

BH/IDD TP (including duals):

<b>Region</b>	<b>FY2016 average member months</b>
Region 1	14,000
Region 2	17,000
Region 3	25,000
Region 4	23,000
Region 5	18,000
Region 6	15,000
<b>TOTAL</b>	<b>112,000</b>

Medicaid-only beneficiaries receiving long-stay nursing home services and Medicaid-only Community Alternatives for Children (CAP/C) and Community Alternatives for Disabled Adults (CAP/DA) waiver beneficiaries:

<b>Region</b>	<b>FY2016 average member months</b>
Region 1	700
Region 2	900
Region 3	1,300
Region 4	1,000
Region 5	800
Region 6	700
<b>TOTAL</b>	<b>5,400</b>

Individuals who are dually-eligible for Medicare and Medicaid (excluding those enrolled in BH I/DD TPs)

<b>Region</b>	<b>FY2016 average member months</b>
Region 1	25,000
Region 2	36,000
Region 3	41,000
Region 4	37,000
Region 5	38,000
Region 6	35,000
<b>TOTAL</b>	<b>212,000</b>

## ATTACHMENT Q: CONTRACT ADMINISTRATORS

Contract Administrators are the persons to whom notices provided for in this Contract shall be given, and to whom matters relating to the administration of this Contract shall be addressed. The Department and Contractor may change its respective administrator, address, and telephone number by providing written notice.

### For the Department

Contract Administrator for all contractual issues:

Name & Title	Gregory Sligh Senior Contract Analyst
Address 1: Physical Address	820 S. Boylan Avenue Raleigh, NC 27603
Address 2 Mail Service Center Address	2501 Mail Service Center Raleigh, NC 27699-1950
Telephone Number	919-527-7237
Email Address	Gregory.sligh@dhhs.nc.gov

Contract Administrator regarding day to day activities:

Name & Title	Sharon McDougal Senior Program Analyst
Physical Address	820 S. Boylan Avenue Raleigh, NC 27603
Mail Service Center Address	1950 Mail Service Center Raleigh, NC 27699-1950
Telephone Number	(919) 527-7008
Email Address	Sharon.mcdougal@dhhs.nc.gov

Department's Federal, State and the Department Compliance Coordinator for all security matters:

Name & Title	Pyreddy Reddy, DHHS CISO
Address 1	695 Palmer Drive, Raleigh, NC 27603
Telephone Number	919-855-3090
Email Address	<a href="mailto:Pyreddy.Reddy@dhhs.nc.gov">Pyreddy.Reddy@dhhs.nc.gov</a>

Department's HIPAA and Policy Coordinator for all Federal, State, and Department privacy matters:

Name & Title	Freya Hardy-Lynch, RHIA, HIPAA and Policy Coordinator
Address 1	333 E. Six Fords Road, Raleigh, NC 27699-2501
Telephone Number	919-814-0107
Email Address	Freya.hardy-lynch@dhhs.nc.gov

**For the Contractor**

Contract Administrator for all contractual issues:

Name & Title	
Address 1 Physical Address	
Address 2 Mail Service Center Address	
Telephone Number	
Fax Number	
Email Address	

Contract Administrator regarding day to day activities:

Name & Title	
Address 1 Physical Address	
Address 2 Mail Service Center Address	
Telephone Number	
Fax Number	
Email Address	

Contractor's coordinator for all security matters:

Name & Title	
Address 1	
Telephone Number	
Email Address	

Contractor's coordinator for all privacy matters:

Name & Title	
Address 1	
Telephone Number	
Email Address	



## ATTACHMENT R: REQUEST FOR PROPOSED MODIFICATIONS TO THE TERMS AND CONDITIONS

As provided for in *Section II.C.3*, Offeror may submit proposed modifications to the terms and conditions of the RFP for consideration by the Department. The proposed modifications do not alter the terms and conditions of the RFP and have no force or effect on the RFP or any contract unless accepted by the Department and incorporated through a BAFO, negotiation document, addenda to the RFP, or amendment to the Contract.

The Department, at its sole discretion, may consider any of the proposed modifications submitted in this *Attachment R*.

Offeror must complete the following table to submit proposed modifications.

	<b>RFP Citation</b>	<b>Redline of Proposed Modification</b>
	(i.e., section & page number)	(i.e., include text as published in RFP and strikethrough words, phrases or sentences proposed to be deleted and underline words, phases, or sentences proposed to be added)
1.		
2.		