

Maryland Health Benefit Exchange (MHBE)

Application Counselor Sponsoring Entity Program Manual

12-6-2013

Contents

1. PROGRAM OVERVIEW:	3
A. Introduction & Background	3
B. Application Counselor Sponsoring Entity Goals and Target Population.....	4
C. MHBE Infrastructure to Support Certified Application Counselors.....	5
D. Sustainability.....	6
E. Regional Application Counselor Sponsoring Entity Distribution.....	6
F. Oversight & Compensation.....	7
2. TECHNICAL PROPOSAL, REQUIRED FORMS & ASSURANCES	7
A. Entity Overview, Experience and Ability to Provide Full Range of Services.....	7
B. Outreach and Operational Approach for Meeting the Needs of the Target Populations	8
C. Infrastructure.....	9
D. Financial Sustainability.....	9
E. Performance Measurement.....	9
3. APPLICATION COUNSELOR SPONSORING ENTITY TECHNICAL PROPOSAL INSTRUCTIONS & RECEIPT PROCESS	10
A. Format.....	10
B. Submission	10
C. Technical Proposal Guidelines and Order.....	10
4. EVALUATION CRITERIA & WEIGHT	11
5. ATTACHMENTS	11
ATTACHMENT A: Glossary of Terms	12
ATTACHMENT B: Application Counselor Sponsoring Entity Application	14
ATTACHMENT C: Designation Agreement	17
ATTACHMENT D: Trading Partner Agreement	23

Dear Applicant,

The purpose of this program is to designate Application Counselor Sponsoring Entities that will employ, retain and monitor certified Application Counselors. These designations will cover a two year term and may be renewed for an additional two years. The designation of an entity as an Application Counselor Sponsoring Entity by the Maryland Health Benefit Exchange does not entitle an entity nor an entity's certified Application Counselors to any funds from the MHBE. The timeline for the announcement of designations under this program and other important information are as follows:

Event	Due Date
Application Released	December 6, 2013
Questions Due	December 11, 2013 at 5:00PM
Responses to Question Posted	December 17, 2013
Application Due	December 20, 2013 at 5:00PM

Program Officer & Monitor:

Leslie Lyles Smith
Director of Operations
Maryland Health Benefit Exchange
750 East Pratt Street, Suite 1600
Baltimore, MD 21202
E-Mail: leslie.lylessmith@maryland.gov
(Note: The Program Officer and Monitor is subject to change)

Proposals are to be sent to:

Maryland Health Benefit Exchange
750 East Pratt Street, Suite 1600
Baltimore, MD 21202

Questions:

Written questions to the Application from prospective Applicants will be accepted by the Maryland Health Benefit Exchange prior to Application due date. Questions may be submitted by e-mail hix.procurement@maryland.gov to the attention of Leslie Lyles Smith. All questions will be accepted until **Wednesday, December 11, 2013 at 5:00 PM**. On **Tuesday, December 17, 2013**, answers to all substantive questions will be made available on the MHBE's Website at <http://marylandhbe.com/>.

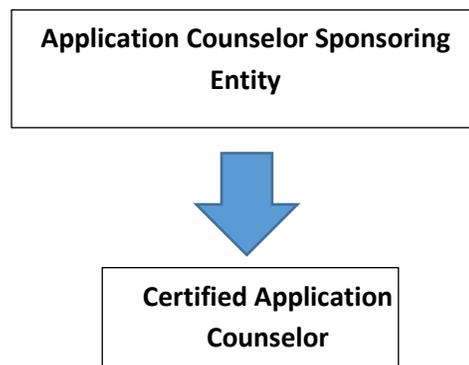
Closing Date and Time: 5:00 PM Local Time on Friday, December 20, 2013.

Thank you for your interest in this program.

1. PROGRAM OVERVIEW:

A. Introduction & Background

In 2014, nearly 250,000 Marylanders are expected to become newly insured as a result of expanded Medicaid eligibility and the availability of subsidized insurance products offered through Maryland Health Connection. To successfully enroll these individuals in coverage, the State has developed a number of outreach programs. Among these is the Application Counselor Sponsoring Entity program. Pursuant to the Application Counselor Sponsoring Entity program, the MHBE may designate community-based organizations, health care providers, units of State or local government, or other entities within specific regions of the State to perform enrollment activities through certified Application Counselors. Specifically, certified Application Counselors employed or engaged by these designated Application Counselor Sponsoring Entities facilitate individuals with Medicaid, Maryland Children’s Health Program, advance premium tax credits and cost-sharing subsidy applications, and may assist individuals in enrolling in Qualified Health Plans and Qualified Dental Plans offered through Maryland Health Connection.



Statutory & Regulatory Authority: The Maryland Health Progress Act of 2013 established the Application Counselor Sponsoring Entity program. It is built on the Patient Protection and Affordable Care Act (PPACA) and PPACA’s implementing regulations. Further, on October 8, 2013 the MHBE published and the Board of Trustees adopted interim procedures implementing the Application Counselor Sponsoring Entity program.

Application Counselor Sponsoring Entity Duties:

- (1) Employ or engage certified Application Counselors to:
 - a. Provide information to consumers about Qualified Health Plan and Qualified Dental Plan options and Insurance Affordability Programs, including advance premium tax credits and cost-sharing subsidies, the Maryland Medical Assistance Program, and the Maryland Children’s Health Program;
 - b. Assist consumers with the application process for determining eligibility for Insurance Affordability Programs;

- c. Facilitate plan selection and enrollment of eligible individuals in Qualified Health Plans, Qualified Dental Plans, and access to advance premium tax credit and cost-sharing subsidies; and
 - d. Provide to consumers uniform, factual, and unbiased information approved by the Maryland Medical Assistance Program about all participating Managed Care Organizations, including report cards, lists of enhanced benefits and covered services, and participating providers.
- (2) Prohibit an employed or engaged certified Application Counselor from:
- a. Enrolling Maryland Medical Assistance Program/Maryland Children’s Health Program-eligible individuals into Managed Care Organizations; and
 - b. Expressing a personal or professional assessment about which Maryland Medical Assistance Program/Maryland Children’s Health Program Managed Care Organization may be most appropriate for an eligible individual;
- (3) Provide full and complete oversight of employed or engaged certified Application Counselors;
- (4) Monitor the performance of employed or engaged certified Application Counselors;
- (5) Disclose any relationships the Entity and/or the employed or engaged certified Application Counselors have with a carrier, an insurance producer, a third-party administrator, or a Managed Care Organization that participates in the Maryland Medical Assistance Program/Maryland Children’s Health Program;
- (6) Act in the best interest of the individuals for whom the certified Application Counselors employed or engaged by the Application Counselor Sponsoring Entity are authorized to provide services; and
- (7) Comply with all federal and State privacy and security standards, and ensure that all employed or engaged certified Application Counselors comply with such standards.

Certified Application Counselors must be trained and certified by the MHBE in order to perform services. The MIA has regulatory oversight over certified Application Counselors.

Certified Application Counselor Entities must conduct and have on file a current criminal background report for all affiliated certified Application Counselors. Such records are subject to MHBE and MIA review.

B. Application Counselor Sponsoring Entity Goals and Target Population

The primary goal of the Application Counselor Sponsoring Entity program is to enroll all eligible and uninsured individuals into health coverage, including facilitating enrollment into Medicaid, Maryland Children’s Health Program, Qualified Health Plans, and Qualified Dental Plans. Application Counselor Sponsoring Entities must demonstrate an extensive history of reaching uninsured individuals in their communities.

C. MHBE Infrastructure to Support Certified Application Counselors

MHBE has developed an infrastructure to support consumers learning about and enrolling in health insurance. Certified Application Counselors will leverage these resources to assist consumers, and Application Counselor Sponsoring Entities will in turn report this information to the MHBE. Below is a summary of the infrastructure and specific capabilities and resources available to the Application Counselor Sponsoring Entities and certified Application Counselors:

- **Maryland Health Connection (www.marylandhealthconnection.gov)**
Maryland Health Connection is a full service website and marketplace that provides consumers with one-stop shopping for health insurance coverage. Individuals and small businesses will use the website to research health coverage options, determine eligibility for insurance affordability programs, and enroll in a health plan. The website will be available in English and Spanish. The system will securely store consumers' information, eliminating the need to collect the same information more than once throughout the enrollment process, even if the consumer switches between assistance entities.

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

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

Certified Application Counselors must also have printing and scanning capabilities in order to scan identification and validation documentation and print completed applications and proof of enrollment.

The system will assign each user a unique identifier that will enable MHBE to monitor certified Application Counselor performance automatically. Application Counselor Sponsoring Entities will be required to have the ability to monitor the performance of employed or engaged certified Application Counselors.

- **The Consolidated Services Center**

The Consolidated Services Center (CSC) will provide a spectrum of services to enable a seamless experience for consumers, including: responding to basic questions, providing eligibility and enrollment support services, providing website access support, and providing navigator and assister support services. The CSC will assist consumers with telephonic applications, and provide advice and support to those enrolling online or through the mail. The CSC will also support interpreter services for consumers, offering a language line for enrollment and customer support. During open enrollment, CSC hours are 8 AM to 8 PM, Monday through Friday. Weekend hours will be 8 AM to 6 PM on Saturdays and 8 AM-2 PM on Sundays.

The CSC will accept referrals from certified Application Counselors. For example, a certified Application Counselor may refer a consumer to the CSC if he/she is not authorized to assist the consumer with the specific product (e.g., where a consumer is asking about a Managed Care Organization). Certified Application Counselors may also utilize the CSC for technical assistance.

- **Managed Care Organization Materials**

As has always been the case, the Maryland Medical Assistance Program will provide pre-approved, uniform, factual, and unbiased information about all Managed Care Organizations participating in the Medicaid program, including report cards, lists of enhanced benefits and covered services and participating providers which certified Application Counselors may solely provide consumers during the Managed Care Organization selection process. Application Counselor Sponsoring Entities will be responsible for the cost of all printing, customization (graphic design) and distribution of marketing materials (shipping, delivery) to meet their outreach and education needs.

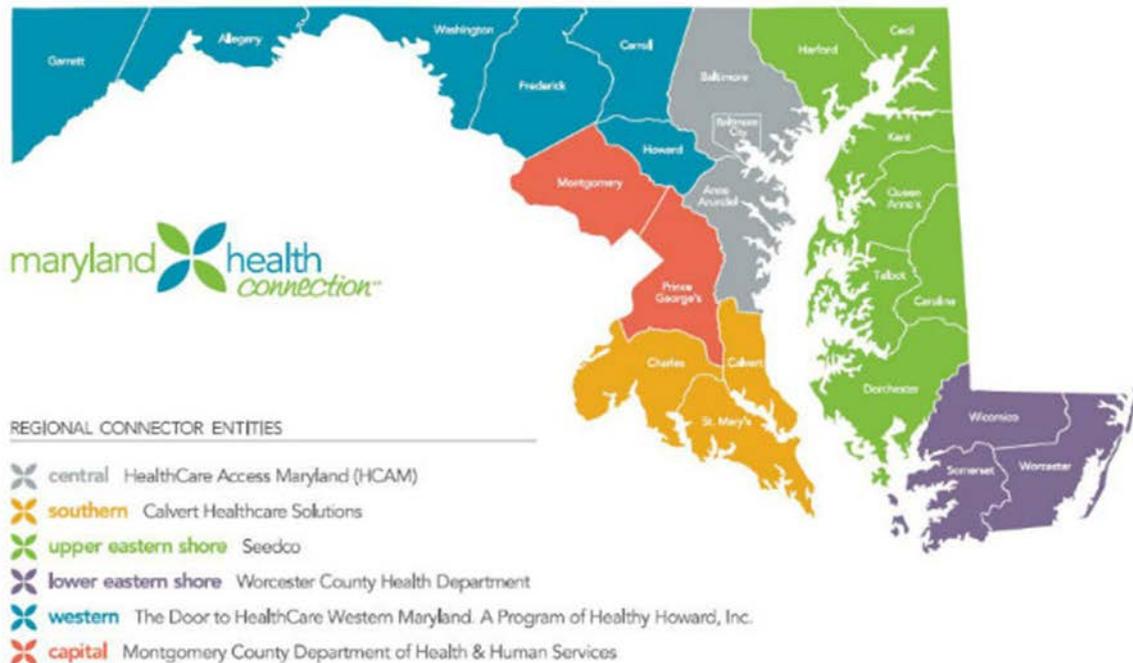
D. Sustainability

As noted, unlike the Connector Entity program, the designation of an entity as an Application Counselor Sponsoring Entity by the MHBE comes with no State funding. Further, the statutory and regulatory conflict of interest requirements regarding both the certified Application Counselor and the Application Counselor Sponsoring Entity program require that neither receive compensation from a carrier, insurance producer, a third-party administrator or a Managed Care Organization for enrollment services provided by certified Application Counselors. Thus, it is critically important to ensure that an entity seeking designation by MHBE as an Application Counselor Sponsoring Entity is financially viable so as to support its enrollment efforts.

E. Regional Application Counselor Sponsoring Entity Distribution

The number of Application Counselor Sponsoring Entities will be determined by MHBE based on its assessment, in consultation with the Insurance Commissioner, of overall outreach and consumer assistance needs/demand, and the State's available resources for the necessary oversight and management of the program. Each Applicant must indicate the number of certified Application Counselors it expects to employ or engage.

The map of regions follows. Entities may seek designation in one or more regions. The MHBE reserves the right to reevaluate the geographic configuration and entity service areas after the program is operational and make adjustments as needed.



F. Oversight & Compensation

As noted, State and federal law have specific prohibitions on compensation for certified Application Counselors. Specifically, certified Application Counselors may not be compensated by a carrier, insurance producer, or third-party administrator for their services as Application Counselors. Insurance Article, § 31-113(r)(2)(v), Annotated Code of Maryland. An Applicant must submit, as part of its application, a description of all methods of certified Application Counselor compensation and a comprehensive written plan for certified Application Counselor oversight. Methods of Application Counselor compensation and plans for certified Application Counselor oversight are subject to the approval of MHBE, in consultation with the Insurance Commissioner and the Department of Health and Mental Hygiene.

2. TECHNICAL PROPOSAL, REQUIRED FORMS & ASSURANCES

The Applicant is required to address each section below when completing an application seeking designation as an Application Counselor Sponsoring Entity. If seeking a designation for more than one region, the Applicant must submit separate applications for evaluation for each region.

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

A1. Indicate the region(s) for which the Applicant is applying for designation as an Application Counselor Sponsoring Entity. The options are: Western, Central, Capital, Southern, Upper Eastern Shore, and Lower Eastern Shore (see regional map).

A2. Provide a description of the Applicant seeking to be designated an Application Counselor Sponsoring Entity as well as the number of certified Application Counselors the entity intends to employ or engage and the locations where they will work.

Include the following information for the Applicant:

- Full name of organization
- Contact person
- Address
- Telephone number
- Email
- Date established
- Type of organization (*e.g.*, community-based organization, health care provider, unit of State or local government or other entity)
- Brief overview of the organization

A3. Discuss the qualifications of the Applicant, with regards to:

- Conducting enrollment of individuals into health insurance plans and programs
- Having existing relationships with the target population and/or the ability to readily establish such relationships
- Experience working with vulnerable and hard-to-reach populations
- Filling a need within the region
- Experience in working with other State agencies, including Local Departments of Social Services (LDSSs)/Local Health Departments (LHDs).

A4. Provide the names and relevant experience/qualifications of the key individuals who will be responsible for oversight and management of the certified Application Counselors. Provide a high-level organizational chart of the entity.

A5. Discuss ability to perform oversight. Submit a thorough oversight plan for overseeing compliance of employed or engaged certified Application Counselors. Provide a detailed summary of the methods of compensation including an explanation of any incentives or bonuses for certified Application Counselors.

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

B1. Describe the Applicant's approach to meeting the Application Counselor Sponsoring Entity program objective of insuring the uninsured. Address the strategic approach and mechanisms/tactics for conducting outreach, education and fair and impartial enrollment of individuals into health insurance programs, including Medicaid, Maryland Children's Health Program, Qualified Health Plans, and Qualified Dental Plans. Address how technology will be leveraged to conduct activities.

B2. Describe how the Applicant intends to meet the culturally unique needs of its region with the indicated number of certified Application Counselors.

B3. Address how the Applicant will ensure that certified Application Counselors will be trained and qualified to perform the roles/responsibilities beyond the mandatory training required for certification. Address the entity's plans for on-the-job training/on-boarding and quality assurance mechanisms to ensure certified Application Counselors deliver accurate information and high quality services.

C. Infrastructure

C1. Describe the existing technological capacity of the Applicant and its ability to interface with the Maryland Health Connection as well as the CSC. Further, indicate the ability of the Applicant to undertake all necessary printing and other services necessary to provide materials to target populations.

D. Financial Sustainability

D1. Applicants must be financially self-sustaining and must rely on their own resources to compensate certified Application Counselors and fund any outreach efforts. Provide information on how the entity intends to independently fund its outreach and enrollment efforts through its Application Counselor Sponsoring Entity program.

E. Performance Measurement

Application Counselor Sponsoring Entities are required to report performance metrics on certified Application Counselors. The following performance measures must be collected and submitted to the MHBE on a quarterly basis:

- Number of successful, declined, or pending applications into Qualified Health Plans or Medicaid/Maryland Children's Health Program
- Percent of enrollments into specific Qualified Health Plans
- Names and numbers of full time and part time certified Application Counselors
- Preferred language of enrollees
- Age/demographic/income data of prospective health plan enrollees (with a focus on whether applicant qualifies for an advance premium tax credit or cost-sharing subsidy)
- Race/ethnicity of enrollees
- Disabled status of enrollee
- Consumer satisfaction survey (to be coordinated with the MHBE)
- Number of interactions and type of interaction (*e.g.*, community event, one on one, etc.) per enrollee
- Timeframe from initial interaction with an applicant to enrollment

3. APPLICATION COUNSELOR SPONSORING ENTITY TECHNICAL PROPOSAL INSTRUCTIONS & RECEIPT PROCESS

A. Format

Applicants shall submit a technical proposal in the following format:

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

B. Submission

Content:

- i. Electronic Copy. The technical proposal should be provided to the Program Officer and Monitor in an electronic format along with all attachments on a compact disc (CD) or flash drive indicating the program title, Applicant's name and address.
- ii. Public Information Act (PIA) Electronic Copy. The Maryland Public Information Act (PIA) will be followed throughout the process. A copy of this law can be found at: <http://www.oag.state.md.us/Opengov/pia.htm>. Once the designation process is publically announced, the information contained in the response will be made available to the public and posted on the MHBE website in accordance with the PIA. The Applicants must submit a second electronic version to the MHBE office via email (preferably as a PDF) of the technical proposal redacting all confidential and/or proprietary information for use by MHBE in responding to PIA requests.
- iii. Hard Copies. Applicant must also provide original and three (3) hard copies of the technical proposal along with all attachments. Applicants that mail or hand-deliver responses should include an electronic copy of all materials, including the PIA Electronic Copy, on a compact disc (CD) or flash drive.

Method of Submission: Applicants may mail or hand-deliver responses to the attention of the Program Monitor at 750 E. Pratt Street, 16th Floor, Baltimore, MD 21202. Proposals are due by 5:00 PM Local Time on December 20, 2013.

C. Technical Proposal Guidelines and Order

The Technical Proposal shall be a maximum of 40 pages organized in the order set forth below. The Technical Proposal must contain sufficient details to convey to members of the evaluation team the Applicant's knowledge of the subject and skills necessary to become an Application Counselor Sponsoring Entity.

- A. Entity Overview, Experience and Ability to Provide Full Range of Services
- B. Outreach and Operational Approach for Meeting the Needs of the Target Populations
- C. Infrastructure
- D. Financial Sustainability
- E. Performance Measurement

These sections should be followed by the signed copies of the following forms identified in Section 5 of this document:

- a. State of Maryland required forms, which are Attachments B and D
- b. Resumes of Key Staff. Provide individual resumes and roles of the key individuals who will have oversight and management of the project if the Applicant is designated. Include as attachment to the technical proposal.

4. EVALUATION CRITERIA & WEIGHT

#	Evaluation Criteria – Application Counselor Sponsoring Entity	Weight
1.	Entity Overview, Experience and Ability to Provide Full Range of Services	20%
2.	Outreach and Operational Approach for Meeting the Needs of the Target Populations	20%
3.	Infrastructure	20%
4.	Financial Sustainability	20%
5.	Performance Measures	20%
TOTAL		100%

5. ATTACHMENTS

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

- A. Glossary of Terms (Attachment A)
- B. Application Counselor Sponsoring Entity Application (Attachment B)
- C. Designation Agreement (Attachment C)

This is the agreement that a designee (Application Counselor Sponsoring Entity) will be required to execute upon designation as an Application Counselor Sponsoring entity. It is provided with the solicitation for informational purposes and is not required at the time of submission of the application.

- D. Trading Partner Agreement (Attachment D)

This document must be completed and submitted at the time of submission of the application.

ATTACHMENT A: Glossary of Terms

ATTACHMENT A – GLOSSARY FOR THE MARYLAND HEALTH BENEFIT EXCHANGE APPLICATION COUNSELOR SPONSORING ENTITY PROGRAM
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For the purpose of this program the following terms are defined as:

Term	Definition
Advance Premium Tax Credit	Financial subsidies for individuals whose Modified Adjusted Gross Income is up to 400% of the poverty level who enroll in a qualified health plan through an Exchange.
Application Counselor	Individuals who have completed training and received certification to provide information to consumers about the full range of Qualified Health Plan and Qualified Dental Plan options and Insurance Affordability Programs, assist consumers with the application process for determining eligibility for Insurance Affordability Programs, facilitate plan selection and enrollment of eligible individuals in Qualified Health Plans, Qualified Dental Plans, and access to advance premium tax credit and other cost-sharing subsidies and provide consumers uniform, factual, and unbiased information approved by the Maryland Medical Assistance Program about all participating Managed Care Organizations. Certified Application Counselors must be employed by or engaged with Application Counselor Sponsoring Entities at all times to maintain an active certification.
Application Counselor Sponsoring Entity	Community-based organizations, health care providers, units of State or local government, or other entities designated by MHBE within specific regions of the State to perform enrollment activities through their employed or engaged certified Application Counselors.
Commissioner	The Maryland Insurance Commissioner.
Connector Entity	A community-based organization or other entity or partnership of entities that is authorized by the MHBE and employs or engages Individual Navigators.
Insurance Affordability Program	Advance premium tax credits and cost-sharing subsidies, the Maryland Medical Assistance Program, and the Maryland Children’s Health Program.
Managed Care Organization	A private health insurer that accepts payment from the State to manage a Medicaid or Maryland Children’s Health Program

	recipient's benefits.
Maryland Children's Health Program	Public health insurance program funded under Title XXI of the Social Security Act for qualifying low-income children up to age 19 and pregnant women of any age.
Maryland Health Benefit Exchange	The unit of State government responsible for designing and administering the Maryland Health Connection.
Maryland Health Connection	The state-based health insurance marketplace where Maryland residents and small businesses will be able to explore and compare health insurance plans, qualify for cost-sharing subsidies and tax credits and complete the enrollment process.
Maryland Insurance Administration	Independent State agency that regulates Maryland's insurance industry and protects consumers by enforcing insurance laws. Oversees Application Counselor program compliance with State law.
Maryland Medical Assistance Program	The State Medicaid program.
Qualified Dental Plan	A stand-alone dental plan that has been certified by and is sold on the marketplace.
Qualified Health Plan	A health benefit plan that has been certified by MHBE and is sold on the Maryland Health Connection.

ATTACHMENT B: Application Counselor Sponsoring Entity Application

ATTACHMENT B Maryland Application Counselor Sponsoring Entity Application

Name of Entity:		Designee Number: <small>(to be assigned upon award):</small>	
Type of Entity:	<input type="checkbox"/> Community-Based Organization <input type="checkbox"/> Health Care Provider <input type="checkbox"/> Unit of State or Local Government <input type="checkbox"/> Other Entity Please Indicate: _____		
Contact Person:			
Contact Phone:		Contact Email:	
Contact Address:			
Expected Number of Certified Application Counselors:		Region:	

Application Counselor Sponsoring Entity Attestations

The undersigned (“Attestor”), as an Applicant for designation as an Application Counselor Sponsoring Entity, hereby attests as follows:

1. Attestor will notify the Maryland Health Benefit Exchange of any changes in information Attestor provides or to which the Attestor attests on its application form within 30 days of such change.
2. Attestor will not impose a fee on individuals for services provided by certified Application Counselors employed or engaged by Attestor.
3. Attestor will disclose to the MHBE and to individuals to whom certified Application Counselors employed or engaged by Attestor provide services any relationships Attestor has with a carrier, an insurance producer, or a third-party administrator or a Managed Care Organization that participates in the Maryland Medical Assistance Program/Maryland Children’s Health Program.
4. Attestor will act in the best interest of the individuals for whom the certified Application Counselors employed or engaged by Attestor are authorized to provide services.
5. Attestor will not receive compensation from a carrier, insurance producer, Managed Care Organization, or third-party administrator for application counseling services provided by certified Application Counselors employed or engaged by Attestor.
6. Attestor will not receive compensation from the Maryland Health Benefit Exchange for certified Application Counselor services.
7. Attestor will track the performance of its certified Application Counselors in accordance with section 2. E. of the Application Counselor Sponsoring Entity Program Manual.
8. Attestor will compensate employed or engaged certified Application Counselors as approved by the Maryland Health Benefit Exchange, in consultation with the Commissioner and the Department of Health and Mental Hygiene.
9. Attestor will not directly or through employed or engaged certified Application Counselors provide monetary or other financial incentives to individuals to apply for health insurance coverage through Maryland Health Connection.
10. Attestor will oversee employed or engaged certified Application Counselors pursuant to the oversight plan approved by the Maryland Health Benefit Exchange, in consultation with the Commissioner and the Department of Health and Mental Hygiene.

11. Attestor will enforce the required agreement set forth under the Application Counselor Sponsoring Entity Interim Procedure Section .03(B), as may be amended by the Maryland Health Benefit Exchange from time to time.

12. Attestor will comply with all federal and State privacy and security standards, and will ensure that its employed or engaged certified Application Counselors also comply with these standards.

13. Attestor will operate within its scope of authority set forth under the Application Counselor Sponsoring Entity Interim Procedure, Section .04, as may be amended by the Maryland Health Benefit Exchange from time to time, and ensure that its employed or engaged certified Application Counselors operate within their scope of authority set forth under the Application Counselor Training and Certification Standards Interim Procedure, Section .04, as may be amended by the Maryland Health Benefit Exchange from time to time.

14. Attestor will comply with any applicable requirements of Department of Health and Mental Hygiene and the Commissioner.

Signature and Date:

Print Name:

ATTACHMENT C: Designation Agreement

ATTACHMENT C – Designation Agreement

DESIGNATION AGREEMENT

This Designation Agreement (this “Agreement”) is made as of _____, 201_ (the “Effective Date”) by and between the Maryland Health Benefit Exchange, a public corporation and independent unit of the government of the State of Maryland (“MHBE”) and _____, a _____ [corporate or entity designation described here] (the “Applicant”). Each of MHBE and the Applicant is a “Party” to this Agreement and shall together be known as the “Parties”.

RECITALS

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

WHEREAS, MHBE may designate a community-based organization, health-care provider, unit of State or local government or other entity as an Application Counselor Sponsoring Entity (an “ACSE”) pursuant to Md. Code Ann., Ins. § 31-113(r); and

WHEREAS, MHBE published interim procedures for ACSEs (the “Interim Procedures”) and the MHBE Board of Trustees adopted them on October 8, 2013; and

WHEREAS, the Applicant is a _____ [description of entity type, *e.g.*, a health-care provider] that has submitted an application to MHBE to become an Application Counselor Sponsoring Entity, as that term is defined in Md. Code Ann., Ins. § 31-101(a-2); and

WHEREAS, MHBE is willing to designate the Applicant an ACSE, provided that the Applicant: (a) executes this Agreement; and (b) meets the qualifications and requirements set forth in (i) applicable federal and State law, including, without limitation, Md. Code Ann., Ins. § 31-113(r); (ii) the Interim Procedures and any and all other applicable federal or State regulations; and (iii) the Application Counselor Sponsoring Entity (ACSE) Program Manual (the “Program Manual”), which Program Manual is attached hereto as Exhibit 1 and incorporated herein by reference; and

WHEREAS, the Applicant has submitted an application to be designated an ACSE (including the required Application Counselor Sponsoring Entity Attestations, the “Application”) representing that it has the qualifications and has met the requirements set forth in applicable law, the Interim Procedures and other regulations and the Program Manual, which Application is attached hereto as Exhibit 2 and incorporated herein by reference;

NOW THEREFORE, the premises having been considered with acknowledgement of the mutual promises and of other good and valuable consideration herein contained, including but not limited to the Designation set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

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

B. **Representations and Warranties.** The Applicant represents and warrants that:

1. Applicant, if a business entity, is duly organized, validly existing and in good standing under the laws of the State in which it was organized, as well as in good standing and authorized to conduct business in all other states in which it operates.
2. Applicant has all requisite power and authority to execute and deliver this Agreement, as well as all other agreements and attestations that may be and are required by law, regulation, or the Program Manual.
3. The individual executing this Agreement on behalf of the Applicant is duly authorized to sign on its behalf.
4. The information and representations contained in Applicant's ACSE application to MHBE (the "Application"), including all assurances attached thereto or submitted therewith, as well as all information, representations and assurances in any and all other documents executed by Applicant relating to the Application, are true and correct in all respects.

C. **Trading Partner Agreement.** The Applicant agrees to abide by the terms, conditions and requirements of the Trading Partner Agreement attached hereto as Exhibit 3 and incorporated herein by reference, which Trading Partner Agreement shall be effective of even date herewith. For the avoidance of doubt, Applicant agrees that the execution of such Trading Partner Agreement is a condition precedent to MHBE's designation of Applicant as an Application Counselor Sponsoring Entity.

D. **Designation.** Pursuant to this Agreement and applicable law, including, without limitation, the ACA, Md. Code Ann., Ins. § 31-113 and Interim Procedure 05.E, the Applicant shall be considered a designated Application Counselor Sponsoring Entity (the "Designation") as of the Effective Date of this Agreement for the term set forth herein, or until MHBE, in consultation with the Commissioner and the Department of Health and Mental Hygiene, withdraws such designation pursuant to Interim Procedure .06.D and the further procedures set forth herein.

E. **Breach.** An Applicant's failure to comply with the terms and conditions of the Program Manual, the Application, this Agreement, the Trading Partner Agreement, the Interim Procedures or other applicable law or regulation shall be considered a material breach of the Application, allowing MHBE to lawfully withdraw the Designation pursuant to Interim Procedure .06.D. Further, any falsity

set forth in any of the representations set forth herein or in the Application's assurances shall be considered a material breach of the Application.

F. **Notice of Breach; Procedures for Withdrawal.**

1. Method of Notice. MHBE shall notify the Applicant in writing of any event MHBE considers a material breach of the Application constituting grounds for withdrawal of the Designation (the "Notice"). Such Notice shall be considered delivered to Applicant when (i) deposited with a nationally recognized overnight delivery entity, (ii) sent via certified mail, return receipt requested and received, (iii) hand delivered with a signed acknowledgment; or (iv) emailed with an acknowledged return receipt to sender at the notice addresses set forth below.
2. Upon delivery of the Notice, Applicant shall have 15 days to (i) cure such breach, as demonstrated to MHBE, in consultation with the Commissioner and the Department of Health and Mental Hygiene, or (ii) provide in writing to MHBE a plan for mitigating such breach that is acceptable to MHBE, in consultation with the Commissioner and the Department of Health and Mental Hygiene. For the avoidance of doubt, where the breach constitutes an Incident or a Breach involving Personally Identifiable Information, as those terms are defined in the Trading Partner Agreement, the terms and conditions of the Trading Partner Agreement shall control and prevail.
3. Should MHBE, in consultation with the Commissioner and the Department of Health and Mental Hygiene, determine that the Applicant has failed to cure such breach or to provide an acceptable mitigation plan within the time set forth herein, MHBE may notify the Applicant in writing that the Designation is withdrawn. Such notice shall be considered delivered if made in compliance with the Notice delivery procedures set forth in Section F.1 of this Agreement and delivered to the notice addresses set forth below. No delay in exercising its authority to withdraw such designation on the part of MHBE shall be considered a waiver of the breach or of MHBE's legal right to withdraw such designation.
4. Notice Addresses. Any notices required under this Agreement shall be delivered to the Parties at the following addresses, or at any subsequent addresses of which either Party notifies the other Party in writing, pursuant to the Notice procedures set forth in F.1 of this Agreement:

If to the Applicant:

Phone:

Email:

With a copy to:

Phone:

Email:

If to MHBE:

Maryland Health Benefit Exchange

750 E. Pratt Street, 16th Floor

Baltimore, MD 21202

Phone: (410) 547-1816

Email: _____

With a copy to:

L. Kristine Hoffman, Counsel

Office of the Attorney General

Maryland Health Benefit Exchange Division

300 West Preston Street, Ste. 302

Baltimore, MD 21201

Phone: (410) 547-1279; (410) 767-8670

Email: Kristine.Hoffman@maryland.gov

G. **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, including, without limitation, Title 12 of the State Government Article of the Annotated Code of Maryland, but without regard to its choice of law provisions.

H. **Jurisdiction and Venue.** Suits or proceedings under this Agreement shall be initiated in the appropriate State of Maryland Circuit Court. Applicant hereby consents and submits to the jurisdiction of such State court and irrevocably waives, to the fullest extent permitted by law, any objection that the Applicant may now or hereafter have to the laying of venue of any such proceeding in the courts of the State of Maryland.

I. **Term.** The Designation shall terminate two years after the Effective Date of this Agreement unless (a) it is withdrawn as set forth in this Agreement and the Interim Procedures or (b) renewed pursuant to Interim Procedure .06.B.

J. **Modification; Amendment.** This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted.

For the avoidance of doubt, all of the terms of this Agreement are contractual and not merely recital and none may be amended or modified except by a writing executed by all parties hereto.

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

[Signatures next page(s)]

[Signature page(s) to Designation Agreement]

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

MHBE:

APPLICANT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form and legal sufficiency
this ____ day of _____, 2013.

By: _____

L. Kristine Hoffman
Assistant Attorney General, Counsel
Maryland Health Benefit Exchange

ATTACHMENT D: Trading Partner Agreement

ATTACHMENT D – Trading Partner Agreement
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TRADING PARTNER AGREEMENT

This Trading Partner Agreement (this “Agreement”) is made by and between the Maryland Health Benefit Exchange, a public corporation and independent unit of the government of the State of Maryland (“MHBE”) and _____, a [corporation or other business entity type here] (the “Trading Partner”), as of the Effective Date defined below. Each of MHBE and the Trading Partner is a “Party” to this Agreement and shall collectively be known as the “Parties”.

RECITALS

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

WHEREAS, the Trading Partner submitted an application to become an Application Counselor Sponsoring Entity, as that term is defined in Md. Code Ann., Ins. § 31-101(a-2); and

WHEREAS, the execution of this Agreement is a condition precedent to MHBE’s consideration of Trading Partner’s application to become an Application Counselor Sponsoring Entity (“ACSE”); and

WHEREAS, MHBE and the Trading Partner enter into this Agreement effective as of the effective date of any designation agreement by and between the Parties (the “Effective Date”), pursuant to which MHBE designates the Trading Partner as an ACSE (the “Underlying Agreement”); and

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

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, MHBE and the Trading Partner each acknowledge and agree that they enter into this Agreement for the purposes, among others as may be detailed herein, of ensuring the confidentiality, privacy and security of data exchanged between them under this Agreement (the “Data”) and compliance with the requirements of the ACA including 45 C.F.R. §§ 155.260, 155.280 and, where applicable, 45 C.F.R. § 155.270(a); and

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

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

AGREEMENT

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

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

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

2. **“HIPAA”** shall mean the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164) as amended from time to time issued by the U.S. Department of Health and Human Services, as either have been amended, including, without limitation, by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

3. **“Incident”** shall mean the act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for processing or storage of data; and changes to system hardware, firmware, or software characteristic’s without the owner’s knowledge, instruction or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction. While certain adverse events (e.g., floods, fires, electrical outages, excessive heat, etc.) can cause system crashes, they are not considered incidents. An incident becomes a breach when there is the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.

4. **“Personally Identifiable Information”** or **“PII”** shall mean any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date or place of birth, mother’s

maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

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

C. Permitted Uses and Disclosure of PII by the Trading Partner.

1. Trading Partner may only use or disclose PII as necessary to perform the services set forth in the Underlying Agreement or as required by law.

2. Trading Partner agrees to make uses and disclosures and requests for PII consistent with MHBE’s policies and procedures regarding minimum necessary use of PII.

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

4. Except as otherwise limited in this Agreement, Trading Partner agrees to disclose PII for the proper management and administration, or legal responsibilities of the Trading Partner only when (i) such disclosures are required by law, or (ii) Trading Partner obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Trading Partner of any instances of which it is aware in which the confidentiality of the information has been breached.

5. Trading Partner shall not directly or indirectly receive remuneration in exchange for any PII of an individual and will comply, regardless of whether the PII constitutes personal health information as that term is defined under 45 C.F.R. § 160.103, with the provisions of §§ 13405(d)(1) and (2) of the HITECH Act, with respect to the PII.

6. Trading Partner shall comply with the limitations on marketing and fundraising communications provided in in § 13406 of the HITECH Act in connection with any PII of individuals, regardless of whether the PII constitutes PHI under HIPAA in in 45 C.F.R. § 160.103.

D. Duties of the Trading Partner Relative to PII.

1. The Trading Partner shall not use or disclose PII other than as permitted or required by the Agreement or as required by law.

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

3. Trading Partner agrees to use appropriate safeguards, and to comply with the standards, implementation specifications, operating rules, and code sets adopted in 45 C.F.R. Parts 160 and 162,

where made applicable pursuant to 45 C.F.R. § 155.270(a), to provide for the secure exchange of PII and to prevent use or disclosure of PII other than as provided in the Agreement.

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

5. If the use or disclosure amounts to a Breach of unsecured PII, the Trading Partner shall ensure its report:

a. Is made to MHBE without unreasonable delay and in no case later than fifteen (15) calendar days after the Incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For the avoidance of doubt, Trading Partner must notify MHBE of an incident involving the acquisition, access, use or disclosure of PII in a manner not permitted under 45 C.F.R. § 155.260 or this Agreement within five (5) calendar days after an Incident even if Trading Partner has not conclusively determined within that time that the Incident constitutes a Breach as defined by this Agreement;

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

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

d. Includes a draft letter for MHBE to utilize to notify the affected individuals that their unsecured PII has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:

- i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- ii) A description of the types of unsecured PII that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or other types of information that were involved);
- iii) Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
- iv) A brief description of what MHBE and the Trading Partner are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and

- v) Contact procedures for the affected individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

6. To the extent permitted by the Underlying Agreement, Trading Partner may use agents and subcontractors. The Trading Partner shall ensure that any subcontractors or agents, including, without limitation, application counselors, that create, receive, maintain, or transmit PII on behalf of Trading Partner agree to the same restrictions, conditions and requirements that apply to Trading Partner with respect to such information.

7. Trading Partner agrees to maintain and make available the information required to prove an accounting of disclosures of PII to MHBE or, as directed by MHBE, to an individual.

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

9. Trading Partner agrees to mitigate, to the extent practicable, any harmful effect known to Trading Partner of a use or disclosure of PII by Trading Partner in violation of the requirements of this Agreement.

E. Term and Termination.

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

2. Termination. Upon MHBE's knowledge of a material breach of this Agreement by Trading Partner, MHBE:

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

3. Effect of Termination.

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

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

4. Survival. The obligations of Trading Partner under this Section shall survive the termination of this agreement.

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

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

H. **Modification; Amendment.** This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for MHBE to comply with the requirements of the ACA and, were it to become or imminently be applicable, the Health Insurance Portability and Accountability Act of 1996, as amended, together with all regulations promulgated thereto, and any other applicable law.

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

J. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, including, without limitation, Title 12 of the State Government Article of the Annotated Code of Maryland, but without regard to its choice of law provisions. This Agreement

is not intended to modify the Parties' respective obligations to comply with all applicable federal, state and local laws, rules, and regulations, including but in no way limited to any and all laws, rules, and regulations related to privacy protection and confidentiality.

K. Miscellaneous.

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

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

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

Maryland Health Benefit Exchange
750 E. Pratt Street, 16th Floor
Baltimore, MD 21202
Phone: (410) 547-1816
Email: _____

With a copy to:
L. Kristine Hoffman, Counsel
Office of the Attorney General
Maryland Health Benefit Exchange Division
300 West Preston Street, Ste. 302
Baltimore, MD 21201
Phone: (410) 547-1279; (410) 767-8670
Email: Kristine.Hoffman@maryland.gov

4. Notice to Trading Partner. Any notice required under this Agreement to be given Trading Partner shall be made in writing to:

Address: _____

Attention: _____
Phone: _____

Email: _____

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

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

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

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

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

[Signatures next page(s)]

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

MHBE:

TRADING PARTNER:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form and legal sufficiency
this ____ day of _____, 2013.

By: _____

L. Kristine Hoffman
Assistant Attorney General
Maryland Health Benefit Exchange

EXHIBIT 1

EXHIBIT 1 TO TRADING PARTNER AGREEMENT

FORM OF NOTIFICATION TO MHBE OF

BREACH OF UNSECURED PII

This notification is made pursuant the Trading Partner Agreement between the MARYLAND HEALTH BENEFIT EXCHANGE, a public corporation and independent unit of State government (“MHBE”) and _____ [insert name of Trading Partner] [insert corporation or other business type here] (the “Trading Partner”).

Trading Partner hereby notifies MHBE that there has been a breach of unsecured personally identifiable information (“PII”) that Trading Partner has used or has had access to under the terms of the Trading Partner Agreement.

Description of the breach:

Date of the breach: _____ Date of discovery of the breach: _____

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

If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach: (attach list)

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

Description of what Trading Partner is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____