

5. SECTION B - SCOPE OF SERVICES:

5.1. BACKGROUND

The Core mission of DHHS is to address the safety, self-sufficiency, health and well-being of our community and clients through the delivery of health, behavioral health, and social services. The Montgomery County Department of Health and Human Services (DHHS), Aging and Disability Services (A&D), through the State Health Insurance Assistance Program (SHIP) provide Montgomery County seniors, and adults under age 65 who have long-term disabilities (the "Target Population") with health insurance counseling, enrollment guidance and assistance, and problem resolution pertaining to health benefits attainment through Medicare and other public and private sources. A subset of the Target Population includes individuals who are entitled to Medicare and are eligible for some form of Medicaid benefit.

The County also wishes to provide a related program -- the Senior Medicare Patrol (SMP) -- to the Target Population. SMP provides education and counseling on fraud and abuse prevention in Medicare and Medicaid. The County intends to provide both SHIP and SMP programs (known collectively as the "Program") by one (1) Contractor under the contract resulting from this RFP.

The Program was created and funded by the federal government, with funds disseminated to the County by the State of Maryland (the State). The County may also contribute funds to support the Program. The County has provided funding for this Program for many years.

5.2. INTENT

The County intends to award one contract with one (1) successful offeror as a result of the Request for Proposal (RFP). The estimated amount during the Fiscal Year 2025 of this contract will range from \$285,575 to \$300,850. All compensation payable under any contract resulting from this solicitation is subject to and contingent upon the County's appropriation and encumbrance of funding for this program described in this solicitation.

Over the term of the contract, additional funding related to this contract may become available as new grants are issued. In past years small, periodic federal grants have become available to supplement the Program's work, including the Senior Medicare Patrol Expansion and the Medicare Improvement for Patients and Providers Act grants. The County has historically added these grant funds to the existing contracts to operate the Program and intends to continue doing so. When the County identifies a grant opportunity directly related to the scope of this Contract per Section 5.8 Paragraphs 5.8.1 - 5.8.4 , the Contractor, at the County's request, must provide all the elements required by the County and the grantor, which may include a grant budget, narrative proposal and other information.

Any additional funding and/or requirements resulting from this process will be added to the contract resulting from this RFP by an amendment executed by the Montgomery County Office of Procurement.

The County may ask the Contractor to respond to these grant assignments on a time-sensitive basis, as specified by the grantor and modified by the County and may require the Contractor to work closely with the County to comply with the request.

5.3. SCOPE OF SERVICES/SPECIFICATIONS/WORK STATEMENT

5.3.1. The Contractor must provide members of the Target Population with:

5.3.1.1. Information, guidance and assistance regarding their health insurance options and enrollment decisions;

- 5.3.1.2. Help resolving problems they may encounter while enrolling in and receiving benefits;
 - 5.3.1.3. Educating and counseling on fraud and abuse prevention in Medicare and Medicaid; and,
 - 5.3.1.4. Assessment of the unique circumstances of individual members of the Target Population, whose benefit choices may be impacted by factors including, but not limited to health, citizenship, employment status, and enrollment in private health plans.
- 5.3.2. The Contractor must develop and maintain expertise in subject matter areas related to the Program including:
- 5.3.2.1. Health insurance programs, including prescription drug coverage programs offered by Medicare, the State of Maryland and private companies;
 - 5.3.2.2. Medicare eligibility, enrollment and claim filing;
 - 5.3.2.3. Medical bill organization and paperwork;
 - 5.3.2.4. Medicare secondary payer information;
 - 5.3.2.5. How the Affordable Care Act, the Maryland Health Insurance Marketplace and other legislation and initiatives of significance to the subject area may impact members of the Target Population;
 - 5.3.2.6. Risk for and recognition of fraud; and
 - 5.3.2.7. Other health benefits information that can assist the Target Population.
 - 5.3.2.8. The Contractor must consult multiple sources to verify all new information pertaining to the Program subject matter in order to provide the most accurate and up-to-date information possible. This process may be labor intensive and time sensitive.
- 5.3.3. The Contractor must create new and/or obtain existing resource materials pertinent to the Program and distribute them to appropriate audiences, including materials in languages other than English to make County residents aware of the Program using a combination of the following methods:
- 5.3.3.1. Send direct mail to the Target Population and to organizations serving the Target Population;
 - 5.3.3.2. Engage in joint activities with community organizations to reach the Target Population;
 - 5.3.3.3. Distribute fliers, press releases and public service announcements, and advertise in local publications;
 - 5.3.3.4. Make information available to the organizations and media outlets which serve minority and non-English speaking seniors;

- 5.3.3.5. Disseminate information using technologies that make remote communication with the Target Audience and program partners possible (hereafter, “remote technologies”). These remote technologies may include real-time or pre-recorded audio/video communication platforms like Zoom and YouTube.
 - 5.3.3.6. Publicize the program to potential referral sources including materials in languages other than English; and
 - 5.3.3.7. The Contractor must mention in all publicity for this program that services are funded in part by the Montgomery County Department of Health and Human Services.
- 5.3.4. The Contractor must deliver the Program utilizing the following strategies:
- 5.3.4.1. Volunteer counselors recruited, trained and supervised by the Contractor, providing direct services to the Target Population by telephone, using remote technologies and in-person learning at County approved sites throughout Montgomery County;
 - 5.3.4.2. Paid staff providing direct services to the Target Population by telephone, using remote technologies and in-person learning at County approved sites throughout Montgomery County, including but not limited to libraries, senior centers, recreation centers, and other locations convenient to County residents;
 - 5.3.4.3. Public education activities and informational presentations on the Program’s content using remote technologies and providing in-person learning at County approved sites throughout the County; and
 - 5.3.4.4. Refer clients in need of aging and disability services, not related to the services provided under this Contract, to the Montgomery County Department of Health and Human Service’s Aging and Disability Resource Line at 240-777-3000 and other appropriate organizations.
 - 5.3.4.5. The Contractor must also be prepared to develop and/or adopt new, creative methods for delivering the Program.
- 5.3.5. The Contractor must meet the following staffing requirements:
- 5.3.5.1. The Contractor must assign volunteers to provide counseling to the Target Population. The Contractor must assure a sufficient number of volunteers are available to serve as counselors. The County expects that at least 15 volunteers will be needed for this task.
 - 5.3.5.2. The Contractor must recruit, train, and provide ongoing supervision and assistance to the Program’s volunteers, who are essential to the success of the overall Program. Volunteers must be assessed and certified according to guidelines provided by the Maryland Department of Aging and the federal government at <https://aging.maryland.gov/Pages/state-health-insurance-program.aspx> in managing the Program’s volunteer component, the Contractor must:
 - 5.3.5.2.1. Develop and implement an outreach program to recruit and retain volunteers for the Program, including volunteers who speak languages other than English;

- 5.3.5.2.2. Must follow the Mandated State Agreement at <https://www.shiphelp.org/ship-resources/managing-volunteers> with each volunteer that commits the volunteer to participate in the necessary training required to perform the duties of the volunteer position;
- 5.3.5.2.3. Develop and implement written procedures, subject to the County's approval, to screen volunteers for general task suitability and conflict of interest. No participant in the delivery of the Program may be actually or potentially employed by and/or associated with any organization that markets or sells insurance-related products.
- 5.3.5.2.4. The Contractor must comply with DHHS Background Clearance policy requirements for any person having unsupervised contact with a vulnerable population, including children, the disabled and/or the elderly, must be appropriately screened prior to providing services under the contract resulting from this solicitation. All Personnel who are found to have a verified history of child physical abuse, neglect, or sexual abuse must not provide services under the resulting contract from this RFP. <http://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html> .
- 5.3.5.2.5. Provide ongoing training, assessment, and certification of volunteer counselors following guidelines provided by the Maryland Department of Aging and the federal government at <https://aging.maryland.gov/Pages/state-health-insurance-program.aspx>. Training may be intensive and time-sensitive, given the breadth of information about which volunteer counselors must be knowledgeable in order to provide adequate support to the Target Population. The Contractor may need to develop or modify training curricula if policy, program, or other changes impact the subject matter in which the volunteer counselors are trained. The Contractor must be prepared to develop new training tools as needed and ensure that the trainings are accessible to and understandable by the volunteer counselors. This may include, but is not limited to, creating handouts to accompany trainings, sending emails to volunteers on relevant topics, inviting guest speakers from public or private organizations, and other means. The Contractor must be adept at working with volunteers on a one-on-one basis, in addition to providing group trainings, as volunteer counselors may require additional clarification on the subject matter on a case-by-case basis. The Contractor must judge the volunteer to be ready to work directly with clients, prior to assigning volunteers to counseling duties.
- 5.3.5.3. The Contractor must comply with the DHHS Equity Policy as stated in CLAS STANDARD #5-8 (Attachment H)
 - 5.3.5.3.1. The Contractor must assist Target Population who are speakers of languages other than English using staff, volunteers, telephone, remote technologies and/or in-person translation and interpretation services or other means. The Contractor will be eligible to use Montgomery County's foreign language telephone and in-person interpretation service contract, which would allow the Contractor to pay the same rates paid by the County for interpretation services.
 - 5.3.5.4. The Contractor must provide a sufficient number of professional and administrative support staff for this Program and have adequate office space to accommodate the training and daily activities of staff and volunteers.
 - 5.3.5.5. The Contractor must provide secure technologies to volunteers and staff to protect client privacy.

5.3.5.6. The Contractor must hire the following personnel for this program, at a minimum:

5.3.5.6.1. Subject matter expert with a minimum of a bachelor's degree whose duties must include assuring that the program has accurate, up-to-date information on the subject matter content. Training volunteers and appropriate staff in the subject matter content; delivering the subject matter content at public events, providing direct counseling and education in the subject matter content to the Target Population, and assuring that the Program's educational products are accurate.

5.3.5.6.2. One or more persons whose duties include oversight of the Program's overall administrative functions, including, but not limited to

5.3.5.6.2.1. Smooth operation of contract processes, including mid-year amendments to the contract with the County;

5.3.5.6.2.2. Budgeting for the contract as a whole, and for the individual funding sources that may be available to support the contract;

5.3.5.6.2.3. Manage fiscal cycles, deliverables and reporting requirements;

5.3.5.6.2.4. Procurement processes, including spending, expense tracking, and invoicing;

5.3.5.6.2.5. Data collection and management;

5.3.5.6.2.6. Reporting, and quality control of reports; and

5.3.5.6.2.7. Responsibility for compliance with all elements of the contract and the requirements of its individual funding sources.

5.3.5.7. . If the Offeror proposes to staff the Program differently than described above in Section B, Paragraph 5.3.5.6, the proposal must include a thorough explanation of how these functions will be performed successfully. The Contractor may hire other staff and may use funds from the contract resulting from this RFP to support existing staff whose purpose is to support these functions.

5.4. CONTRACTOR'S QUALIFICATIONS

5.4.1. In performing the services under the Contract resulting from this RFP the Contractor must not utilize the services of any person in any capacity who is employed by or associated with, any organization that markets or sells insurance-related products.

5.4.2. The Contractor must have the ability to understand and interpret data about the services it provides, in order to enable continuous monitoring of Program performance and help inform Program improvement efforts and generate projections of service levels.

5.4.3. The Contractor must establish a mechanism for collecting service data by volunteers and/or staff. This mechanism must be discussed with the County and should be reviewed at least annually to ensure that all volunteers understand the processes for recording data and that the

data is being collected in a valid and reliable manner. Data collected by volunteers may include data required by the Federal Administration for Community Living, the State, the County and any other of the Program's funders. These data include, but are not limited to the number of people served, the topics addressed with clients; the length of contact with clients; the number of public presentations offered; etc. The program's funders may require the Contractor to collect other data. Examples of the data collection currently required are included in Data Reporting Requirements, Attachment F.

- 5.4.4. The Contractor must provide the County with any updates and changes to the name, title and function of each person funded by the contract, the estimated total amount of funds each person will be paid under the contract, and the hourly rate at which each person is to be paid.
- 5.4.5. This contract has historically been supported by multiple funding sources. Each of the funding sources requires similar but unique deliverables and may operate on unique fiscal cycles. The Contractor must possess the ability to manage the contract under these circumstances.
- 5.4.6. The Contractor must participate in periodic required training held by the federal and State governments as specified by the County, the State or other program funders.
- 5.4.7. The County must organize an annual meeting per fiscal year in-person to conduct a site visit and evaluation of program. Additional meetings by telephone or email with the Contractor may occur to monitor progress, troubleshoot problems, review data, and monitor the status of the Contractor's activities.
- 5.4.8. The Contractor must possess the administrative and bureaucratic capability to:
 - 5.4.8.1. Respond within 24-48 hours when changes to the contract and budget are required,;
 - 5.4.8.2. Hire qualified new and replacement staff in a timely manner; and
 - 5.4.8.3. Adjust to changes in reporting and other service requirements announced by the State or federal government.

5.5. CONTRATOR'S RESPONSIBILITY

- 5.5.1 The Contractor must have a County-approved implementation plan on the start date of the contract to ensure continuation of services for Target Population who are currently enrolled in the County's Program. Services must continue within fifteen (15) days of the execution of the contract resulting from this RFP to ensure there is no interruption to direct services.
- 5.5.2. The Contractor must be prepared to respond on an ongoing basis to increased demand for services during Medicare Open Enrollment season, which runs from mid-October through mid-December.

5.6. INVOICES

- 5.6.1. The Contractor must submit monthly invoices in a format approved by the County no later than fifteen (15) days following the end of each month. Upon receipt, acceptance and approval of the Contractor's invoice, the County will make payment, net thirty (30) days, for expenses incurred by the Contractor in providing the goods and services described in the solicitation. Invoices must be sent electronically to the Contract Monitor designated by the County.

5.7. PERFORMANCE MEASURES AND OUTCOMES

5.7.1. The target levels of service for each quarter of the contract term are listed in the table below:

Number of contacts with clients about the topics described in Scope of Service Section 5.3 paragraphs 5.3.1-5.3.1.4:

July-Sep	Oct-Dec	Jan-Mar	Apr-June
1000	1100	850	1100

Number of volunteer counselor hours:

July-Sep	Oct-Dec	Jan-Mar	Apr-June
600	950	625	625

Number of educational presentations on Medicare fraud:

July-Sep	Oct-Dec	Jan-Mar	Apr-June
20	10	12	17

- 5.7.2. If the Contractor does not attain the above levels of service in any given quarter, the Contractor must completely describe challenges faced during the quarter that prevented the target numbers from being attained using Attachment G, Part II.
- 5.7.3. At least 90% of clients responding to the Evaluation Survey included as Attachment E must report that the counseling program helped them solve a problem, make a decision or understand an issue concerning their insurance or other health benefits.
- 5.7.4. At least 90% of clients responding to the Evaluation Survey included as Attachment E must report that they were either Satisfied or Very Satisfied with the overall service provided.
- 5.7.5. The Contractor must document level of services using the State Health Insurance Assistance Program Tracking and Reporting System (STARS), which has an associated Performance Dashboard (the "Dashboard"). STARS is an online data system for compiling information on services provided. The Contractor must use STARS. The Maryland Department of Aging and the Administration for Community Living (ACL) will provide technical support and training on STARS. STARS will provide information to the State and ACL on client contacts, outreach contacts, contacts with Medicare Beneficiaries Under 65, hard to reach contacts, and enrollment contacts. The Contractor must enter all contacts in the STARS data system on a monthly basis.
- 5.7.6. Representatives of the Maryland Department of Aging (MDoA) may visit the Contractor's site/s where the SHIP Program is provided, one or more times annually to review the Program's performance. These visits may occur in conjunction with visits by the County Contract Monitor. The Contractor must be prepared to discuss the results contained in Performance Dashboard reports and other performance issues at these visits.

5.8 RECORDS AND REPORTS

- 5.8.1 The Contractor must distribute an Evaluation Survey (Attachment E) to clients at counseling sessions and group events over the course of each contract year, including by electronic means if events are held remotely. The Contractor must distribute a sufficient number of surveys in order that a minimum of 150 clients complete and return them to the Contractor, annually. The Contractor must collect and tabulate the results of the completed surveys and must provide the

tabulated results to the Contract Monitor within thirty (30) days prior to the end the of contract's term.

5.8.2 The Contractor must collect, tabulate, and report data using the tools, processes and report formats required by the Administration for Community Living, the Maryland Department of Aging, the County <https://aging.maryland.gov/Pages/state-health-insurance-program.aspx> , and any other program funders provided by the County. The County's Contract Monitor must receive copies of all reports required by any organization providing funds through this contract within 30 days of the close of the last month of each quarter.

5.8.3 Within fifteen (15) days of the close of each month the Contractor must report to the County's designated Contract Monitor the total number of contacts with clients, the total number of educational presentations on Medicare fraud, and a brief summary of outreach activities that occurred in that month using a format approved by the County.

5.8.4 Within thirty (30) days of the close of the last month of each quarter the Contractor must submit the Performance Measures and Outcomes Report, Attachment G, stating the actual level of services provided, and explaining any challenges leading to failure to achieve the required service levels. The required service levels are described in Section 5.7 Paragraph 5.7.1-5.7.6.

6 SECTION C - PERFORMANCE PERIOD

6.1 TERM

The effective date of this Contract begins upon signature by the Director, Office of Procurement. The period in which the County must order all work under the Contract begins on the Contract's effective date and ends after a one (1) year period. Contractor must also perform all work in accordance with time periods stated in the Scope of Services. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. The Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term four (4) time(s) for one (1) year(s) each for the purpose of acquiring maintenance for additional periods.

6.2 PRICE ADJUSTMENTS

6.2.1 Prices are fixed for the first term of this Contract. For any renewal term of this Contract, a price increase may be allowed as follows:

a. If the County Council provides for an Inflationary Adjustment that applies to this Contract, the Contractor will receive the Inflationary Adjustment in the amount set forth by Council for the subject Fiscal Year. In this event, the Contractor may not seek any additional price increase(s) during the renewal term.

b. If there is no Council-approved Inflationary Adjustment applicable to this Contract, the Contractor may request a price increase, subject to the following:

6.2.1.1. Approval or rejection by the Director, Office of Procurement, or designee.

6.2.1.2. Must be submitted in writing to the Director, Office of Procurement, and accompanied by supporting documentation justifying the Contractor's request. A request for any price adjustment may not be approved unless the Contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the Contract.

6.2.1.3. Must be submitted sixty (60) days prior to Contract expiration date, if the Contract is being amended.

6.2.1.4. Must not be approved in an amount that exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban