

*COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
ONE ASHBURTON PLACE
BOSTON, MA 02108*

REQUEST FOR RESPONSES

for

CONSUMER CONSULTANTS

**To Assist with Evaluation of Bidders' Responses to
The Integrated Care Organization (ICO) Procurement**

RFR # 13CBEHSCONSUMERCONSULTANTRFR

July 5, 2012

Section 1: Description of Procurement

A. Overview

The Executive Office of Health and Human Services (EOHHS) is the state agency responsible for the Massachusetts Medicaid program, which is known as MassHealth. EOHHS has developed a Demonstration program to integrate the delivery and financing of Medicare and Medicaid services for adults ages 21 through 64 who are eligible for both Medicare and Medicaid at the time of enrollment (Dual Eligibles). The purpose of this Duals Demonstration (Demonstration) is to improve quality of care and reduce health disparities, improve health and functional outcomes, and contain costs for Dual Eligibles. (See **Section 1.B** for definitions of terms and acronyms used in this RFR.)

On June 19, 2012, EOHHS issued a Request for Responses (RFR), RFR # **12CBEHSDUALSICORFR**, from Integrated Care Organizations (ICOs) to participate in the Demonstration (ICO Procurement). ICOs procured under RFR # **12CBEHSDUALSICORFR** will be accountable for the delivery and management of all covered medical, Behavioral Health, and Long-Term Services and Supports (LTSS) for their Enrollees. ICOs will be required to provide the full array of Medicare and Medicaid services, but also will have significant flexibility to provide a range of community-based services and supports as alternatives to or means to avoid high-cost traditional services. ICOs also have the flexibility to promote enhancement of the health care workforce through the use of Community Health Workers and qualified peers. These flexibilities must be tailored to the needs of individual Enrollees. Responses from bidders on the ICO Procurement are due July 30, 2012.

To help determine which ICOs from among the respondents to the ICO Procurement should be recommended for contract award, EOHHS is issuing this separate Request for Responses (RFR) seeking the advice of up to six MassHealth members who are Consumers of medical services, behavioral health services and/or LTSS (Consumer Consultants). An immediate family member (including a parent, guardian, sibling or adult child) of such an individual will be considered a Consumer for purposes of this RFR. In addition, Consumer Consultants, who need and request such accommodation may obtain the services of up to one support person to allow active participation in fulfilling the tasks required under this RFR. The selected Consumer Consultants will form a paid advisory subcommittee that shares its thoughts and expertise with EOHHS and the ICO Procurement Management Team (PMT) throughout the process of reviewing and evaluating bidders' responses to the ICO Procurement. Individuals who fit the qualifications described in **Section 2** and wish to be considered for selection as Consumer Consultants must respond to this RFR according to the directions in **Section 3**. EOHHS will select the Consumer Consultants from the pool of qualified applicants. The selected Consultants will execute a Contract with EOHHS for this task. In addition, selected Consultants will execute a contract with the University of Massachusetts Medical School through which they will receive compensation for work related to this RFR as specified in Section 6, below.

This RFR has been distributed electronically using the Commonwealth of Massachusetts Procurement Access and Solicitation System (“Comm-PASS”) at www.comm-pass.com. See **Section 8** for more information about Comm-PASS.

B. Definitions

The following terms, when capitalized, have the following meanings for this document, unless the context clearly indicates otherwise.

Consumer – a current MassHealth member who has used medical services, behavioral health services and/or LTSS through MassHealth or Medicare, or an immediate family member (including a parent, guardian, sibling or child) of such an individual.

Consumer Advisory Subcommittee – the group of Consumer Consultants that reviews portions of the bidders’ responses to the ICO Procurement as directed by EOHHS and performs the other duties described in this RFR.

Consumer Consultant (or Contractor) – a Consumer who meets the criteria described in this RFR, is selected by EOHHS, executes a Contract with EOHHS to perform the duties described in this RFR, and performs such duties.

Contract – the agreement executed between the Consumer Consultant and EOHHS under which the parties perform the duties described in this RFR. The term “Contract” incorporates by reference all attachments and appendices and any amendments to these documents.

Duals Demonstration (Demonstration) – the State Demonstration to Integrate Care for Dual Eligible individuals in Massachusetts. The Demonstration is a partnership between Massachusetts and CMS to integrate care and financing for Dual Eligibles. The purpose of this Demonstration is to improve quality of care and reduce health disparities, improve health and functional outcomes, and reduce costs.

Executive Office of Health and Human Services (EOHHS) – the executive agency within Massachusetts that is the single state agency responsible for the administration of the MassHealth program (Medicaid), pursuant to Massachusetts General Laws, chapter 118E, Titles XIX and XXI of the Social Security Act, and other applicable laws and waivers thereto.

Fee-for-service – a method of paying an established fee for a unit of health care service.

Guardian – an individual or entity appointed as guardian by the probate and family court under the provisions of M.G.L. c. 201.

ICO Procurement – the process of identifying the ICOs that will participate in the Demonstration and be accountable for the delivery and management of all covered medical, Behavioral Health, and Long-Term Services and Supports (LTSS) for their

Enrollees. The ICOs are to be selected from among the qualified bidders that submit a response to the MassHealth ICO Procurement (RFR # **12CBEHSDUALSICORFR**), issued by EOHHS on June 19, 2012.

Integrated Care Organization (ICO) – a health plan or provider-based organization contracted to and accountable for providing integrated care to Enrollees.

MassHealth – the Medicaid program of the Commonwealth of Massachusetts, administered by EOHHS.

Procurement Management Team (PMT) – an EOHHS-appointed committee that reviews and evaluates bidders' responses to the ICO Procurement and, based on those responses, recommends the bidders with which EOHHS will enter into negotiations to become ICOs under the Duals Demonstration.

Support Person – An individual who provides personal assistance to, and at the direction of, a Consumer Consultant, to allow the Consumer Consultant to undertake the responsibilities required by this RFR.

C. Procurement Details

1. Payment Terms: Consumer Consultants will be paid a Fee-for-service hourly rate, up to a maximum amount identified in the Contract. See **Section 6** for details.
2. Number of Contractors: EOHHS expects to select up to six Consumer Consultants to provide the services outlined in this RFR. Ideally, the Consumer Advisory Subcommittee would include individuals representing the following categories:
 - Adults with physical disabilities;
 - Adults with developmental disabilities;
 - Adults with serious mental illness;
 - Adults with substance use disorders;
 - Adults with disabilities who have chronic illness or functional or cognitive limitations; and
 - Adults with disabilities who are homeless.
3. Use by State Agencies: EOHHS (MassHealth) will be the only agency authorized to utilize the services purchased as a result of this procurement. This RFR is not available for use by other state departments.
4. Duration of the Contract: The Contract resulting from this procurement is expected to be for two months. EOHHS reserves the right to renew the Contract in any increment up to two additional months, if extensions are needed in order to complete the process of evaluating bidders' responses to the ICO Procurement. Therefore, the total duration of the Contract, including renewals, shall not exceed four months.

Section 2: Consumer Consultant Responsibilities and Qualifications

A. Consumer Consultant Responsibilities

All Consumer Consultants will perform the responsibilities described in this **Section 2.A**. Responsibilities shall include:

1. Serving on a Consumer Advisory Subcommittee to the Procurement Management Team, providing a Consumer's perspective and expertise throughout the evaluation process.
2. Meeting initially with EOHHS staff as required, to discuss:
 - a. the responsibilities of the Procurement Management Team and the Consumer Advisory Subcommittee;
 - b. the criteria to be used in the Consumer Advisory Subcommittee's evaluation of bidders' proposals submitted in response to the ICO Procurement;
 - c. the Commonwealth's and MassHealth's regulations and policies regarding procurements, including but not limited to: confidentiality; conflict of interest; impartiality; and the best interests of the Commonwealth, EOHHS, MassHealth, and the individuals to be served by the ICO Procurement.
3. Reading MassHealth's RFR for the ICO Procurement, including all Appendices, as directed by EOHHS or the designated Consumer Advisory Subcommittee facilitator. (Please note that this document is about 130 pages long.)
4. Reading all bidder responses, in whole or in part, as directed by EOHHS or the designated Consumer Advisory Subcommittee facilitator. (Please note that each bidder's response could be up to 125 pages long and could include additional pages of attachments.)
5. Participating in the evaluation process, utilizing documents and evaluation tools as directed by EOHHS.
6. Attending all meetings related to the procurement evaluation process, as directed by EOHHS.
7. Completing evaluation worksheets for the assigned sections, as directed by EOHHS.
8. Meeting with the other Consumer Consultants who comprise the Consumer Advisory Subcommittee to discuss the submitted proposals from bidders for the ICO Procurement.
9. Providing advice and guidance to the Procurement Management Team regarding designated sections of the bidders' responses to the ICO Procurement, as directed by EOHHS.
10. At the direction of the Consumer Advisory Subcommittee facilitator, performing other ICO Procurement evaluation or Contract-related duties.
11. Submitting a properly completed invoice to EOHHS for payment for services performed, in accordance with the payment terms outlined in **Section 6** of this RFR.

12. Being available to devote the time needed to perform the services described in this RFR in a timely fashion for up to a total of 96 hours for the expected duration of this Contract, anticipated to be two months. EOHHS may, in its sole discretion decide to extend the Contract for up to two additional months for up to an additional 48 service hours. Consumer Consultants can expect that, early in the Contract period, a time commitment of up to 37.5 hours per week will be required to read the ICO Procurement documents and the bidders' responses and take notes on their evaluation of the responses. After that, the time commitment per week may lessen, depending on the needs of the Procurement Management Team.
13. Reporting directly to and being supervised by the Consumer Advisory Subcommittee facilitator designated by EOHHS.

B. Consumer Consultant Qualifications

Individuals who wish to be considered for this Contract (known as "applicants") must, meet and be able to demonstrate the qualifications listed below, either individually or with the assistance of a Support Person:

1. Be a Consumer of medical services, behavioral health services and/or LTSS as defined in this RFR, in at least one of the categories set forth in **Section 1.C.2**;
2. possess strong analytic and writing skills;
3. possess critical reading skills in English;
4. possess good interpersonal and communication skills;
5. be able to utilize their experiences as a Consumer to assist with the evaluation of bidder responses to the ICO Procurement, contributing a Consumer perspective to the process;
6. possess strong working skills and habits, specifically in regard to attendance at meetings, punctuality, and timeliness of completion of assignments;
7. be available and able to make the time commitment required to perform the duties associated with this RFR as needed, for a duration of approximately two consecutive months, and potentially up to four consecutive months;
8. have the ability to maintain confidentiality and objectivity throughout the RFR evaluation process;
9. be a resident of Massachusetts;
10. be able to access transportation to attend all necessary meetings (the meetings for the Consumer Advisory Subcommittee will be in Boston; meetings with the Procurement Management Team will take place at MassHealth's offices at One Ashburton Place in Boston);
11. not be paid by any other employer for their participation in the Consumer Advisory Subcommittee; and
12. not be employed by or contracted with any entity that is responding to the ICO Procurement issued by EOHHS on June 19, 2012.

Section 3: Instructions for Submission of Responses

Applicants shall submit **one original** and **three copies** of their response. Electronic media, such as videotapes, audiotapes, computer files and CD-ROM, may not be submitted. Mailed, hand-delivered or faxed responses will be accepted. All responses must include the following:

- A.** Cover letter signed by the applicant. The cover letter must include the title of this RFR (see cover page) and the name, address, and daytime telephone number of the applicant if it becomes necessary to discuss any aspect of the applicant's response to this RFR.
- B.** A detailed description (no more than **three pages**) of:
 - how the applicant meets the qualifications to participate as listed in **Section 2.B**;
 - which category or categories listed in **Section 1.C.2** the Consumer identifies with, and a description of how the applicant will provide the services outlined in **Section 2.A** of this RFR;
 - a description of the reasons the applicant is interested in serving on the ICO Procurement's Consumer Advisory Subcommittee; and
 - a description of how the applicant's interest, experience and skills will contribute to the success of the evaluation process.
- C.** The names, e-mail addresses and daytime (Monday-Friday) phone numbers of two references who can support the applicant's qualifications as described in **Sections 1.C.2** and **2.B** of this RFR. EOHHS reserves the right to contact the applicant's references with questions regarding the applicant's qualifications; EOHHS must be able to contact the references on business days between July 23 and July 27, 2012.
- D.** The business name of the applicant's current employer, if any.

Applicants must also submit with their response a signed copy of **RFR Attachment 1**, which is found on the next to last page of this RFR.

In addition, applicants who are selected must submit a signed copy of RFR Attachment 2, which is found on the last page of this RFR, prior to signing the Contract. If selected, the applicant must affirm that; the statements in RFR Attachment 2 are accurate, including that the applicant does not have any present or past financial, familial, employment, volunteer, representative, directory, advisory or other relationship with any potential bidders on the ICO Procurement.

Please note that the applicants selected by EOHHS to participate on the Consumer Advisory Subcommittee will be required to sign Contracts and to submit the additional forms listed below as required by the Commonwealth. *Applicants are not required to submit these forms with their response to this RFR.* The forms are posted with this RFR under the "Forms & Terms" tab on Comm-PASS for your information.

- Standard Contract Form
- Commonwealth Terms & Conditions Form
- W-9 Form (Request for Verification of Taxation Reporting Information)

The applicant shall submit a complete response to the following address or fax number, no later than the date and time specified in **Section 7**. *Any responses received after the deadline will be rejected.*

Executive Office of Health and Human Services
 Attn: Geraldine Sobkowicz
 One Ashburton Place, 11th floor
 Boston, MA 02108
 Office phone: (617) 573-1678
 Fax: (617) 573-1893
 e-mail: geraldine.sobkowicz@state.ma.us

Section 4: Consumer Consultant Selection Process

All responses submitted pursuant to this RFR will be reviewed by a response evaluation committee appointed by EOHHS to determine compliance with the Response Submission instructions described in **Section 3**. Responses that comply with the Submission instructions shall be evaluated on:

- A. The strength, clarity, appropriateness and comprehensiveness of the applicant’s response, and responsiveness to the needs of MassHealth and the goals of the ICO Procurement process;
- B. the applicant’s qualifications, experience, capability and availability; and
- C. the applicant’s references.

After all responses have been reviewed, the evaluation committee will recommend to the Medicaid Director which applicants shall be offered contracts as Consumer Consultants for the ICO Procurement. The Medicaid Director’s decision shall be based on the Committee’s recommendation and on the best interests of the Commonwealth.

EOHHS reserves the right to contact the applicant during the evaluation process to request written or oral clarification of his or her submission or otherwise discuss the response with the applicant.

EOHHS anticipates notifying successful applicants of their selection within two weeks after the response deadline.

Section 5: EOHHS Responsibilities

EOHHS shall:

- A. Define the level of involvement, determine how the Consumer Consultants will participate in the ICO Procurement evaluation process, and brief the Consumer Consultants on their activities in the process.

- B.** Meet with the Consumer Consultants to monitor progress of ongoing activities.
- C.** Provide accommodations and support to allow active participation by Consumer Consultants. Accommodations may include, but are not limited to, materials in alternate formats, individual supports, peer supports, American Sign Language interpreters, and CART reporters. EOHHS will reimburse the cost of up to one support person required as an accommodation for each selected Consumer Consultant.
- D.** Provide meeting space for the Consumer Advisory Subcommittee that at a Boston location that is accessible by the MBTA and that is in compliance with the Americans with Disabilities Act (ADA), 28 C.F.R. § 35.130, and Section 504 of the Rehabilitation Act of 1973 (Section 504) (29 U.S.C. § 794).
- E.** Supply the Consumer Consultants with time sheets and a sample invoice for the purpose of payment, as outlined in **Section 6** of this RFR.
- F.** Designate a representative(s) to act as the Consumer Advisory Subcommittee facilitator, and as a liaison between the Consumer Consultant and EOHHS.
- G.** Review the Consumer Consultants' time sheets and invoices, approve payment amounts, and pay the Consumer Consultants.

Section 6: Payment

EOHHS will pay Consumer Consultants, and up to one Support Person per Consumer Consultant, an hourly rate of \$18.00 per hour for hours worked, as approved by EOHHS, in performing the duties described in this RFR, including reading the ICO Procurement documents and bidders' responses, taking notes, and attending meetings. (The rate includes all of the Consumer Consultant's anticipated expenses, such as meal costs, taxes, phone calls, or supplies.) Costs or expenses incurred by the Consumer Consultant in the performance of his/her duties under this Contract will not be compensated separately under the Contract awarded as a result of this RFR, with the exception that EOHHS will provide reimbursement for travel expenses incurred for attendance at meetings related to the performance of duties described in this RFR. Notwithstanding the foregoing, EOHHS will not pay a Support Person if such individual is already being paid by the Commonwealth for performing duties in support of the Consumer Consultant. The Commonwealth will not be responsible for any other costs or expenses incurred by applicants in the course of responding to this RFR.

Any applicant who currently receives public assistance, including but not limited to MassHealth, should determine whether acceptance of any amount or all payment under this Contract would disqualify the applicant for such public assistance. This determination and any consequences of serving as a Consumer Consultant are the sole responsibility of the applicant. At the request of any applicant who is selected as a Consumer Consultant, EOHHS will pay a different hourly rate requested by the applicant and permitted by state and federal law, so long as such rate is less than \$18.00 per hour.

Upon the execution of the Contract, the Consumer Consultant shall submit time sheets to EOHHS every two weeks, detailing the services performed, the dates of services, and the total amount of hours for that time period. A Consumer Consultant invoice related to this Contract must be submitted to EOHHS on a monthly basis by a date to be determined by EOHHS.

EOHHS will provide the Consumer Consultants with the time sheets for their reporting and a sample invoice. When appropriate time sheets and the monthly invoice have been submitted, and the amount of the payment has been approved by the appropriate EOHHS representative, the approved payment amount shall be sent to the Contractor in approximately two weeks.

Section 7: Procurement Calendar

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| Release of the Consumer Consultant RFR: | July 5, 2012 |
| Applicants' Proposals Due: | July 20, 2012 at 4:00pm EDT |
| Anticipated Date of Contract Award: | July 30, 2012 |
| Anticipated Contract Start Date and date of Committee kick-off meeting: | August 2, 2012 |

Section 8: Additional Terms and Conditions

A. Procurement Regulations

The terms of 801 CMR 21.00, Procurement of Commodities and Services are incorporated by reference into this RFR. Words used in this RFR shall have meanings defined in 801 CMR 21.00. Additional definitions are also identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in English units, and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with specific terms of this RFR. No electronic (e-mail or computer file) responses may be submitted in response to this RFR.

B. Comm-PASS

Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at www.comm-pass.com. Information contained in this document and in each tab of the Solicitation, including file attachments, and information contained in the related Applicants' Forum(s), are all components of the Solicitation.

Applicants are solely responsible for obtaining all information distributed for this Solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support Applicant submission of written questions associated with a Solicitation and publication of official answers. All records on Comm-PASS are comprised of multiple tabs, or pages. For example, Solicitation records contain Summary, Rules, Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains data and/or file attachments provided by the Procurement Management Team. All are incorporated into the Solicitation.

It is each Applicant's responsibility to check Comm-PASS for:

- Any addenda or modifications to this Solicitation, by monitoring the "Last Change" field on the Solicitation's Summary tab, and

- Any Applicants' Forum records related to this Solicitation (see "Locating an Online Bidders' Forum" for information on locating these records).

The Commonwealth accepts no responsibility and will provide no accommodation to Applicants who submit a Response based on an out-of-date Solicitation or on information received from a source other than Comm-PASS.

C. Prohibited Business Activities

Consumer Consultants may not provide consulting services for, or work in any other capacity with, any entity other than EOHHS related to the EOHHS-issued Request for Responses from Integrated Care Organizations, RFR # **12CBEHSDUALSICORFR**.

D. Confidentiality

All applicants must sign the Confidentiality Agreement attached to this RFR as **Attachment 1** and submit it along with all other required materials described in **Section 3**. In addition, applicants who are selected must submit a signed copy of the Disclosure Agreement attached to this RFR as **Attachment 2** prior to signing the Contract.

All proceedings of the Consumer Advisory Subcommittee and the Procurement Management Team for evaluating responses to the RFR for the ICO Procurement shall be kept confidential until EOHHS has executed a contract with the selected vendors. The Consumer Consultant shall not communicate before, during, or after evaluation of the ICO Procurement with any person, including but not limited to service providers, corporate entities and other applicants, any information related to this Contract provided by the Consumer Consultant to EOHHS, or any information related to this Contract provided by EOHHS to the Consumer Consultant. Confidential information shall include, but is not limited to:

1. any verbal or written communication between or among the Consumer Consultants, EOHHS, and any or all members of the Procurement Management Team related to this Contract; and
2. written materials prepared by the Consumer Consultant or provided to the Consumer Consultant. Written materials shall include but not be limited to: formal documents prepared for or by EOHHS; notes from meetings between or among the Consumer Consultant, EOHHS, and any or all members of the Procurement Management Team or among the Consumer Consultants; and internal notes describing informal advice, consultation, or technical assistance provided to or by the Consumer Consultant. All such written materials other than those issued by EOHHS for general publication shall be considered confidential and shall not be disclosed or provided to any person or entity for any reason.

Violation of this section shall be deemed material breach of the Contract and may result in financial penalties, legal action, termination without notice, and/or other remedies as permitted by law.

E. Corrective Action

In the event EOHHS has identified performance deficiencies or other breaches of this Contract by the Consumer Consultant, EOHHS reserves the right to demand that the Consumer Consultant take immediate steps to remedy the deficiency. The Consumer Consultant shall respond in writing to EOHHS's request in accordance with EOHHS's specified terms as soon as possible, but in no event later than 48 hours after being notified of EOHHS's request.

F. Termination with Prior Notice

Either party may terminate this Contract upon breach by a party of any duty or obligation hereunder, which breach continues unremedied for five days after written notice thereof by the other party.

G. Bidder Communication

Applicants are prohibited from communicating directly with any employee of the procuring department except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR.

Applicants may contact Geraldine Sobkowicz at (617) 573-1678 or by e-mail at geraldine.sobkowicz@state.ma.us with inquiries about this RFR, to request paper copies of any documents related to the RFR, or if the applicant is having trouble obtaining any documents, including required RFR attachments, electronically through Comm-PASS.

H. Reasonable Accommodation

Applicants with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case-by-case basis. An applicant requesting accommodation must submit a written statement that describes the applicant's need for the requested accommodation to the contact person for the RFR.

I. Minimum Bid Duration

Applicants' responses made in response to this RFR must remain in effect for at least 90 days from the date of submission.

J. Public Records

All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10, and M.G.L. c. 4, § 7, subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

K. Best Value Selection and Negotiation

EOHHS may select the response(s) that demonstrates the best value overall, including proposed alternatives that will achieve the procurement goals of the department. EOHHS and the selected applicant(s) may negotiate a change in any element of Contract performance identified in the original RFR or the selected applicant's response which results in better value than was presented in the selected applicant's original response.

RFR ATTACHMENT 1

CONFIDENTIALITY AGREEMENT

I, _____, agree that all proceedings of the Procurement Management Team and its Consumer Advisory Subcommittee for evaluating responses to the Executive Office of Health and Human Services' Request for Responses (RFR) for Integrated Care Organizations to participate in the MassHealth Demonstration program to integrate the delivery and financing of Medicare and Medicaid services for adults ages 21 through 64 who are eligible for both Medicare and Medicaid at the time of enrollment (the "ICO Procurement"), issued June 19, 2012, shall be kept confidential until EOHHS has executed a contract with the selected vendors. I agree to this confidentiality provision prohibiting disclosure of any aspect of the proceedings as a condition of my participation on the Consumer Advisory Subcommittee.

I agree to refrain from sharing any discussions or other communications about the responses related to this procurement except during Procurement Management Team or Consumer Advisory Subcommittee meetings.

I agree to refrain from sharing any written materials prepared by the Consumer Consultant or provided to the Consumer Consultant. Written materials shall include but not be limited to: formal documents prepared for or by EOHHS; notes from meetings between or among the Consumer Consultant, EOHHS, and any or all members of the Procurement Management Team or among the Consumer Consultants; and internal notes describing informal advice, consultation, or technical assistance provided to or by the Consumer Consultant. All such written materials other than those issued by EOHHS for general publication shall be considered confidential and shall not be disclosed or provided to any person or entity for any reason.

I understand that any violation of the provisions herein shall constitute breach of this Contract and may result in financial penalties, legal action, and/or other remedies as permitted by law.

Signed under Penalties of Perjury

Date

RFR ATTACHMENT 2

DISCLOSURE AGREEMENT

I, _____, certify that I do not have any present or past financial, familial, employment, volunteer, representative, directory, advisory or other relationship with any potential bidders on the ICO Procurement. Furthermore, I certify I have not advised, consulted with, assisted, or otherwise communicated with any bidder regarding the preparation of its response to the ICO Procurement, and I agree not to discuss the RFR or any bidder's response with any bidder in the future.

I understand that any violation of the provisions herein shall constitute breach of this Contract and may result in financial penalties, legal action, and/or other remedies as permitted by law.

Signed under Penalties of Perjury

Date