



STATE OF MARYLAND

MARYLAND DEPARTMENT OF HEALTH (MDH)

REQUEST FOR PROPOSALS (RFP)

**ADMINISTRATIVE SERVICES ORGANIZATION FOR
MARYLAND'S PUBLIC BEHAVIORAL HEALTH SYSTEM**

RFP NUMBER MDH-OCMP-23-19761

ISSUE DATE: JANUARY 10, 2023

NOTICE

A Prospective Offeror that has received this document from a source other than eMaryland Marketplace Advantage (eMMA) should register on eMMA (<https://procurement.maryland.gov>). See [Section 4.2](#).

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION.

VENDOR FEEDBACK FORM

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Title: Administrative Services Organization for Maryland’s Public Behavioral Health System Solicitation No: MDH-OCMP-23-19761

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time.
- The subject of the solicitation is not something we ordinarily provide.
- We are inexperienced in the work/commodities required.
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- The scope of work is beyond our present capacity.
- Doing business with the State is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the Proposal is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Proposal requirements—other than specifications—are unreasonable or too risky. (Explain in REMARKS section.)
- MBE or VSBE requirements (Explain in REMARKS section)
- Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- Payment schedule is too slow.
- Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address:

Email Address:

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH (MDH)
KEY INFORMATION SUMMARY SHEET

Request for Proposals	Administrative Services Organization for Maryland’s Public Behavioral Health System
Solicitation Number:	MDH-OCMP-23-19761
RFP Issue Date:	January 10, 2023
RFP Issuing Office:	Maryland Department of Health (MDH or “Department”)
Procurement Officer:	Calvin T. Johnson 201 W. Preston Street, Baltimore, MD 21201
Email:	MDH.solicitationquestions@maryland.gov
Office Phone:	(410) 767-8216
Proposals are to be sent to:	Attention: Calvin T. Johnson Proposals will be accepted through the State's eMaryland Marketplace Advantage (eMMA) e-Procurement system. Instructions on how to submit proposals electronically can be found at: https://procurement.maryland.gov/wpcontent/uploads/sites/12/2019/08/5-eMMA-QRG-Responding-toSolicitations-Double-Envelope-v2.pdf
Proposal Question are to be sent to	Attention: Calvin T. Johnson MDH.solicitationquestions@maryland.gov
Contract Monitor	Rebecca Frechard Deputy Director, Office of Health Services, Behavioral Health
Pre-Proposal Conference:	February 2, 2023 at 10:00 AM Local Time See Attachment A for directions and instructions.
Questions Due Date and Time	March 1, 2023 at 4:00 pm Local Time
Proposal Due (Closing) Date and Time:	March 16, 2023 at 4:00 pm Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).

MBE Subcontracting Goal:	18%, with no subgoals.
VSBE Subcontracting Goal:	2%
Contract Type:	A combination-type contract whose primary component is indefinite quantity with firm fixed unit prices but also with firm fixed price for design, development, and implementation (DDI) and time (labor hours) components as described in COMAR 21.06.03.01-06.
Contract Duration:	Implementation period as proposed by Offeror and a five (5)-year base period with one (1), two (2)-year option period.
Primary Place of Performance:	Greater Baltimore Area within 25 miles of MDH located at 201 W. Preston Street, Baltimore, MD 21201
SBR Designation:	No
Federal Funding:	Yes
Capitalized Words, Terms, and Abbreviations	Words, terms, acronyms, initialisms, etc. that are defined or described in Appendix 1 are capitalized throughout the RFP to indicate that their specific meaning within the context of the RFP and resulting Contract can be ascertained in Appendix 1 . Sometimes, a word that appears in the RFP can have a generic meaning defined in a standard dictionary as well as a specific meaning as found in Appendix 1 . In such instances, whenever such a word is used in the sense in which it is defined in Appendix 1 , it will typically be capitalized. Conversely, when such a word is used in the general sense, it should not be capitalized. The meaning of capitalized terms used throughout the RFP may also be indicated by context.

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

The Offeror must document in its Proposal that it satisfies the following:

- 1.1.1** The Offeror must be accredited under the National Committee for Quality Assurance (NCQA) or URAC (formerly Utilization Review Accreditation Commission) as a managed Behavioral Healthcare (BH; see definition in [Appendix 1](#)) organization.

Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal evidence of accreditation. Evidence constitutes a scanned copy, via PDF, of the original accrediting-agency-issued accreditation.

- 1.1.2** The Offeror must not be a Maryland Medicaid Provider (see definition in [Appendix 1](#)).

Required Documentation: As proof of meeting this requirement, the Offeror shall certify in its Proposal that it is not enrolled as a Maryland Medicaid Provider.

- 1.1.3** Within the past seven (7) years, the Offeror must have a minimum of three (3) consecutive years' experience as an Administrative Services Organization (ASO; see definition in [Appendix 1](#)) managing an array of services for individuals who are financed with Medicaid (State and federal funds) and State-only-generated funds (or similarly braided funding).

Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal evidence of managing a system that serves a minimum of 100,000 Medicaid-covered lives for a single, publicly funded BH system. Evidence constitutes either a partial copy, via PDF, of a contract confirming such fulfilled services by the Offeror or a signed PDF from an authorized state representative—of the state for which services were delivered—attesting to contractual services performed by the Offeror.

- 1.1.4** The Offeror must provide at least one (1) of the following security frameworks: Systems and Organization Controls (SOC) 2 Type 2 audit report, Health Information Trust Alliance (HITRUST) version 9.0 or greater, or Federal Risk and Authorization Management Program (FedRAMP).

Required Documentation: As proof of meetings this requirement, the Offeror shall provide with its Proposal certification evidence of its current compliance with one of the aforementioned security frameworks against an Information System or services it provides for a client. Evidence constitutes an official PDF copy from the certifying party attesting the Offeror's compliance.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

2.1.1 The Maryland Department of Health (MDH or the “Department”) is issuing this Request for Proposals (RFP) in order to secure a contractor to serve as a Behavioral Health Administrative Services Organization (BHASO) and provide MDH, in creative and modernized ways, with administrative support services to operate the Maryland Public Behavioral Health System (PBHS) in complete conformance with federal regulations and all other applicable laws and regulations. At a high level, provide the following support services to MDH:

- A. Implement BH benefits and configure its own system to manage authorizations and claims processing.
- B. Manage an engagement and relations center.
- C. Manage and maintain Provider file configuration and business rules.
- D. Implement Participant Eligibility (see definitions in [Appendix 1](#)) spans and perform integral care coordination activities to support positive health outcomes.
- E. Administer BH benefits and configure systems.
- F. Perform clinical service authorization and utilization management.
- G. Process and adjudicate claims meeting the highest national industry standards related to claims processing for healthcare services, including maximizing the State’s Federal Financial Participation (FFP) match.
- H. Perform audits and data mining to guard against Fraud, Waste, and Abuse (FWA; see definition in [Appendix 1](#)).
- I. Maintain a robust financial accounting system to support the State’s Medicaid and non-Medicaid accounts that accurately reports balances, claims, and payment plans to MDH and Providers as appropriate.
- J. Provide robust, technically accurate, high-quality report functions.
- K. Perform continuous program quality assurance (QA) and quality improvement across its system, including evaluations and improvements.
- L. Propose creative, modernized solutions for RFP requirements.

2.1.2 It is the State’s intention to obtain goods and services, as specified in this RFP, from a Contract (see definition in [Appendix 1](#)) between the selected Offeror and the State.

2.1.3 The Department intends to make a single award as a result of this RFP. See [Section 4.9](#), “Award Basis,” for more Contract award information.

2.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation, and the successful Offeror (the Contractor; see definition in [Appendix 1](#)) shall remain responsible for Contract

performance and service-level agreement (SLA) compliance, regardless of subcontractor participation in the work, throughout the duration of the Contract term.

2.1.5 Throughout this RFP, Offerors will encounter language regarding and references to specific templates, workflows, suggested designs and practices, etc.; however, solicitation responses are not necessarily restricted to these processes, as the State is seeking creative and modernized solutions for the services contained herein.

2.1.6 Sectional cross-references and hyperlinks are provided for convenience throughout this solicitation. In the event that any such cross-reference or hyperlink is incorrect, the Contractor shall nonetheless comply with the requirements stated in this RFP irrespective of section numbering or external resource.

2.2 Background and Purpose

2.2.1 Current Behavioral Health Administrative Services System

Maryland's population in State Fiscal Year (SFY; see definition in [Appendix 1](#)) 2022 (FY22) is approximately 6.15 million. In whole or in part, Medicaid funds the cost of healthcare services for approximately 1.7 million individuals. Of those, approximately 240,000 Maryland citizens receive specialty Mental Health (MH) services annually through the PBHS, 96 percent of which are Medicaid enrollees. An additional 100,000 Maryland citizens receive Substance Use Disorder (SUD; see definition in [Appendix 1](#)) services through the program, 96 percent of which are also Medicaid enrollees. Services under the PBHS are those presently covered by Medicaid as well as others offered by federal, State, and other grants that support the continuum of care.

2.2.1.1 Somatic Care

- A. Currently, about 85 percent of all Maryland Medicaid Participants receive somatic health services through a Managed Care Organization (MCO; see definition in [Appendix 1](#)), which is responsible for providing somatic care through a risk-based, capitated payment system. Currently, nine (9) MCOs participate in the HealthChoice program and the ASO vendor is engaged in support of the HealthChoice Waiver.
- B. Providing managed care in Maryland requires ensuring access to services, meeting certain quality measures, collecting and analyzing encounter data, and participating in performance improvement projects as defined by MDH. Any MCO that meets the standards set by MDH can participate in HealthChoice.
- C. The remaining 15 percent of Participants receive their somatic care through a Fee-for-Service (FFS; see definition in [Appendix 1](#)) system. Populations whose services are paid through FFS include individuals who meet at least one (1) of the following criteria:
 - 1) Newly Eligible (see definition in [Appendix 1](#)) for Medicaid and waiting to select an MCO
 - 2) In a spend-down category
 - 3) Over the age of 65

- 4) Dually Eligible for Medicare and Medicaid
- 5) Living in institutions
- 6) Participating in the Employed Individuals with Disabilities (EID) program
- 7) Participating in the Rare and Expensive Case Management (REM) program
- 8) Participating in the Model Waiver

2.2.1.2 Mental Health (MH) and Substance Use Disorder (SUD) Treatment

- A. As required by the 2011 Joint Chairmen’s Report of the Maryland General Assembly, MDH convened multiple workgroups and Stakeholder (see definition in [Appendix 1](#)) forums resulting in recommendations “to develop a system of integrated care for individuals with co-occurring serious mental illness and substance use disorders.” In addition, the State began to make use of accreditation-based licensing, and, as a result thereof, standards proposed by nationally recognized accreditation bodies, including the Commission on Accreditation of Rehabilitation Facilities (CARF), The Joint Commission (TJC), the Commission on Accreditation (COA), the Accreditation Commission for Health Care (ACHC), and the National Commission on Correctional Health Care (NCCHC) were approved by MDH, in combination with State regulation, as prerequisites for licensing.
- B. The goal of integration is to build on the existing strengths of the public BH programs and the Medicaid program in order to:
 - 1) Improve services for individuals with co-occurring conditions.
 - 2) Create a system of care that ensures a “no wrong door” experience.
 - 3) Expand access to appropriate and quality BH services.
 - 4) Enhance cooperation and engagement.
 - 5) Capture and analyze outcome and other relevant measures for determining BH Provider and program effectiveness.
 - 6) Expand public health initiatives.
 - 7) Reduce the cost of care through prevention, utilization of evidence-based practices, and an added focus on prevention of unnecessary or duplicative services.
- C. In 2014, MDH merged two state entities, the Alcohol and Drug Abuse Administration (ADAA) and the Mental Hygiene Administration (MHA), to form the Behavioral Health Administration (BHA). Roles and responsibilities have evolved under the BHA to interweave funding streams, management structures, and payment arrangements. The BHA serves as a single entity responsible for the management of State-funded BH services as well as the oversight and planning of the PBHS.
- D. MH in Maryland remained independent of the HealthChoice managed care waiver model. In 2015, MDH carved SUD treatment out of the MCOs to be jointly administered with MH services under the PBHS. Under this model, MCOs are still responsible for BH services, which can be obtained from a Participant’s primary care Provider. Participants needing specialty BH services, both those in MCOs and FFS, receive services through the specialty BH Providers. The BHA

recommends additions and deletions to the specialty MH and SUD services benefit package to Medicaid. The Contractor pays claims for Medicaid MH and SUD services as well as for authorized State-only and some grant-funded services for Participants and eligible uninsured individuals.

- E. The Medicaid Behavioral Health Division is responsible for implementing BH policy in compliance with federal reimbursement rules, developing and implementing Medicaid regulations, State Plan amendments, rate setting, Provider qualification criteria, and establishing benefits under Medicaid. The Medicaid Behavioral Health Division Director is the designated Contract Monitor (see definition in [Appendix 1](#)), and the Division is responsible for evaluating the Contractor's performance, including (1) directing the Contractor's activities, (2) reviewing and approving the Contractor's Deliverables (see definition in [Appendix 1](#)), (3) reviewing and approving invoices, and (4) reviewing and analyzing Root Cause Analyses (RCA) and Corrective Action Plans (CAP; see definition in [Appendix 1](#)) as needed.
- F. The BHA parallels responsibility for monitoring performance of all Contract Deliverables since the Contractor also administers and manages services for the eligible uninsured population and manages services that impact both reference populations with State-only or grant-funded services. This braided management of resources among Medicaid and non-Medicaid individuals and services creates a seamless system of care that assists individuals receiving services as they move on and off Medicaid and across various funding streams. The BHA provides key direction and management in the ASO benefit design and building of the system to manage PBHS services. The BHA is also an essential partner in managing and overseeing Contract Deliverables and is responsible for managing the array of BH services provided across the State and at the local level.
- G. The BHA is responsible for planning and monitoring this system of care, and it shares this authority with the Local Behavioral Health Authorities (LBHA) or similar Core Service Agencies (CSA) or Local Addiction Authorities (LAA) as the local entities in each of Maryland's 23 local jurisdictions and Baltimore City. The term LBHA used throughout the RFP refers as appropriate to the CSA, LAA, or LBHA as determined by each jurisdiction.
- H. The LBHAs provide information and referrals, help build Provider networks, handle consumer and Provider complaints, and procure and monitor contracts for services not included in the Statewide FFS system. On the local level, LBHAs collaborate with criminal justice and other safety net systems, develop innovative services, and assist the ASO and BHA with monitoring Provider quality and compliance. The LBHAs authorize certain State- and grant-funded BH and support services, coordinate care for certain individuals, and assist MDH in reducing the cost of care. For example, each LBHA receives regular reports of high-cost users of BH services in their jurisdiction and works with the Contractor to develop a plan to produce good clinical outcomes while reducing costs of unnecessary healthcare utilization.
- I. The PBHS includes coverage for a wide array of MH and SUD services, most of which are covered by Medicaid and reimbursed through the Contractor. The Contractor manages authorization, utilization control, claims processing, Provider education, training, and audits. The Contractor is responsible for assisting Participants seeking information and education as to how to access care in the system. Services provided and reimbursed through the PBHS via the Contractor include a wide array of BH inpatient, outpatient, and residential services, including a range of recovery and support services using both Medicaid and State-supported funding. New

coverage or changes in coverage may occur at any time during the span of a Contract Period (see definition in [Appendix 1](#)).

2.2.2 Other State Responsibilities

- A. MDH is responsible for the policies regarding the administration of BH services through the PBHS for Medicaid and eligible uninsured individuals residing in Maryland. The covered services determinations include:
- 1) Setting Provider rates.
 - 2) Establishing utilization review and prior authorization criteria.
 - 3) Ensuring a process for clinical reviews and consumer Appeals (see definition in [Appendix 1](#)).
 - 4) Setting the benefit design standards, including the amount, duration, and scope requirements.
 - 5) Setting Medical Necessity (see definition in [Appendix 1](#)) standards.
 - 6) Working with the ASO regarding access to care and Provider capacity building.
 - 7) Setting criteria for Provider participation, compliance, integrity, and standards for audits.
 - 8) Promulgating regulations in conformance with the State Plan and waiver requirements.
 - 9) Managing budgeting for the Medicaid-financed and State- and grant-funded services, and all other components of traditional program management.
- B. During implementation, the State will deploy its fully committed Program Management Office (PMO) resources in addition to MDH's subject matter experts (SME) who will be dividing time and resources between the existing system and incoming Contractor.
- C. During ongoing operations, the State is responsible for providing State SMEs to support ongoing operations, updates to the system, and real-time review of operations, which will facilitate the Contractor's implementation and performance of the work in administering services.

2.2.2.1 Parity

Maryland's PBHS must comply with federal and state parity laws (see [Maryland Mental Health Parity and Addiction Equity Act](#)), and oversight measures must be implemented to track compliance. Additionally, the treatment of BH should have equal priority with physical healthcare.

2.2.3 Medicaid Enterprise Systems Modular Transformation Background and Purpose

- A. This Contract has been identified as an initiative of Maryland's Medicaid Enterprise Systems Modular Transformation (MMT) PMO (see definition in [Appendix 1](#)), which is an organization within MDH that works to redesign and modernize the current Maryland Medicaid Management Information System (MMIS) through a suite of technology projects, organizational redesign, business process improvement (BPI), and organizational change management (OCM). A leading

objective of the MMT program is to achieve better health outcomes by integrating solutions and services that align with the [Centers for Medicare & Medicaid Services \(CMS\) Conditions and Standards](#) (see definition in [Appendix 1](#)). It provides oversight of the Medicaid Information Technology Architecture (MITA) reviews and maintains a master program schedule of all MMT projects.

- B. The MMT project consists of modules that aim to achieve integration throughout the MDH Medicaid enterprise, and the BHASO Contract falls within the shared purview of that scope. As modules become operational, the Contractor will be required to integrate with the various MMT modules at the discretion of MDH. See [Section 2.4.3](#), “Future Activities Phase,” for a list of planned MMT initiatives that may impact the BHASO project.
- C. MMT is a multi-year undertaking that potentially will take until 2029 to fully implement. To successfully administer the BHASO as of the Go-Live Date (see definition in [Appendix 1](#)), the Contractor must seamlessly integrate with the legacy MMIS. To ensure that BHASO aspects are properly accounted for in MMT, the Contractor must have continual representation on MMT workgroups, steering committees, etc. And, as the MMIS transitions under MMT, the Contractor must, in lockstep, transition its interfaces and connectivity.

2.3 Responsibilities and Tasks

- A. The Contract requires extensive collaboration with MDH and flexibility to implement changes in a rapidly changing healthcare environment. The Contractor will manage BH services within the framework of assisting MDH in meeting the requirements of this RFP.
- B. The Contractor, as specified in more detail further into the scope of work (SOW), shall:
 - 1) Manage BH services for the total population of Medicaid Participants in the PBHS, uninsured individuals, applied behavior analysis (ABA) services for Medicaid Participants under the age of 21, and some grant-funded services.
 - 2) Ensure that services provided are Medically Necessary (see definition in [Appendix 1](#)) and provided in the least restrictive setting appropriate.
 - 3) Manage the system of care for Eligible individuals seamlessly, regardless of funding source.
 - 4) Produce and analyze data, implement automated routine reports, and respond to ad hoc reports with the capacity to quickly turn around urgent requests using required report elements as directed by MDH.
 - 5) Interface with the State's MMIS to receive and process requisite data and maintain and manage such data in the Contractor's IT solution in accordance with the [State of Maryland Information Technology Security Manual](#) as well as with the federal and State laws and regulations as detailed in [Section 2.3.1](#).
 - 6) Provide MDH staff with online access to information (e.g., clear operation procedures and Manuals (see definition in [Appendix 1](#))) regarding the Contractor's systems, including Engagement Center, ticketing system, Provider eligibility, Participant Eligibility, authorization and utilization management systems, and claims processing application.

- 7) Not arbitrarily deny or reduce the amount, duration, or scope of a required service.

2.3.1 Controlling Federal and State References

The Contractor shall comply with all concomitant requirements from the following federal and State laws, regulations, and waivers:

- A. [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\), Public Law \(Pub. L.\) Number \(No.\) 104-191](#)
- B. [42 United States Code \(U.S.C\), Chapter 4, Subchapter C, Part 456](#)
- C. [42 U.S.C, Chapter 7, Titles XI, XVIII, XIX, and XXI and concomitant federal regulations](#)
- D. [42 U.S.C., Chapter 126—“Equal Opportunity for Individuals with Disabilities,” §§ 12101–12213](#)
- E. [42 U.S.C., Chapter 157, Subchapter I, § 18001—“Immediate Access to Insurance for Uninsured Individuals with a Preexisting Condition”](#)
- F. [42 U.S.C., 45 Electronic Code of Federal Regulations \(e-CFR\)](#)
- G. [Code of Maryland Regulations \(COMAR\)](#)
- H. [Maryland’s HealthChoice § 1115 Waiver and other Waivers \(i.e., Maryland Medicaid Programs and Waivers\)](#)
- I. [Maryland Code, Health—“General,” § 15-101 et seq.](#)
- J. [Maryland Mental Health Parity and Addiction Equity Act](#)
- K. [Rehabilitation Act of 1973 as amended, Pub. L. No. 102-569v](#)
- L. [Workforce Innovation and Opportunity Act of 2014, Pub. L. No. 113-128](#)
- M. [Ticket to Work and Work Incentives Improvement Act of 1999 as amended, Pub. L. No. 106-170](#)
- N. [Federal Information Processing Standard \(FIPS\) Publication \(PUB\) 140-2—“Security Requirements for Cryptographic Modules” \[with plan to transition to 140-3 upon CMS adoption\]](#)
- O. [FIPS PUB 199—“Standards for Security Categorization of Federal Information and Information Systems”](#)
- P. [FIPS PUB 200—“Minimum Security Requirements for Federal Information and Information Systems”](#)
- Q. [National Institute of Standards & Technology \(NIST\) Special Publication \(SP\) 800-53 Rev. 5 \(or current version\)—“Security and Privacy Controls for Information Systems and Organizations”](#)
- R. [NIST SP 800-63 \[series\]—“Digital Identity Guidelines”](#)

2.3.2 Required Project Policies, Guidelines, and Methodologies

- A. The Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting Information Technology (IT; see definition in [Appendix 1](#)) projects, which may be created or changed periodically. The Offeror is required to review all applicable links provided below and assure compliance in its response.
- B. The Contractor is responsible for ensuring adherence to and remaining abreast of new or revised laws, regulations, policies, standards, and guidelines affecting project execution. These include, but are not limited to:
 - 1) The State of Maryland System Development Life Cycle (SDLC) methodology at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>.
 - 2) The State of Maryland Information Technology Security Policy and Standards at: <http://www.doit.maryland.gov>—keyword: Security Policy.
 - 3) The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>.
 - 4) The State of Maryland Information Technology Project Oversight at: <https://doit.maryland.gov/epmo/Pages/MITDP/oversight.aspx>.
 - 5) The Minimum Acceptable Risk Standards for Exchanges (MARS-E 2.2) at: <https://www.cms.gov/files/document/mars-e-v2-2-vol-1final-signed08032021-1.pdf>.
 - 6) CMS’ framework for the [Independent Third-Party Security and Privacy Assessment Guidelines for Medicaid Enterprise Systems](#).
 - 7) Project management methodologies consistent with the most recent edition of the [Project Management Institute’s Project Management Body of Knowledge \(PMBOK\)](#) Guide.

2.3.3 Project Site Requirements

- A. The Contractor shall:
 - 1) Within a 25-mile radius of the State’s offices located in Baltimore’s Core Business District, establish a primary, local project site with a befitting environment to support the implementation and ongoing operations of the BHASO Solution (see definition in [Appendix 1](#)). (**Note:** The Contractor may leverage any facilities already owned that meet the distance requirements. Additionally, the Contractor may use an offsite call center to support Providers during non-business hours. Offsite refers to any facility that is not the main BHASO office of operations. All facilities, including those offsite, must be in the contiguous United States. No facility may be operated out of a foreign country.)
 - 2) Provide a secure and climate-controlled space for archiving all paper documents.
 - 3) Provide access to the local facility during Normal State Business Hours to Department employees designated by the Department without prior notice, admission, escort, or other restrictions.

- 4) Establish appropriate protocols to ensure that facility and physical property security and data confidentiality safeguards are maintained.
 - 5) Provide access to the Department to other facilities used to support the Contractor's IT solution. Access requests shall be granted within five (5) Business Days (see definition in [Appendix 1](#)) of request.
 - 6) Maintain its facility and the equipment contained therein, ensuring adequate capacity and functionality thereof.
 - 7) Be responsible for providing all physical equipment, including—but not limited to—computers, copiers, scanners, telephones, facsimile machines, and servers needed to support the completion of all contractual tasks.
 - 8) Provide at its facility:
 - a) Office space and supporting equipment for at least one (1) MDH staff throughout the term of the Contract.
 - b) Supporting equipment, including but not limited to:
 - i) Operational networked workstation with printer access
 - ii) Telephone
 - iii) Desk
 - iv) Chairs
 - v) Document filing cabinet
 - c) The requisite hardware and software necessary to support teleconferencing.
 - d) One (1) parking space designated for Department staff.
 - e) Computer access with sufficient software and support to allow the Department staff to perform monitoring functions on the Engagement Center (i.e., call center).
 - f) Proper controls over temperature, humidity, air movement, cleanliness, and power to be maintained to avoid computer downtime and malfunctions.
- B. At a minimum, all Key Personnel, as identified in [Section 3.10.3](#), shall be physically located in the local office unless otherwise authorized by the Contract Monitor to work from an alternate location.
- C. The Contractor's Engagement Center shall be staffed and operated at the Contractor's local facility during Normal State Business Hours unless otherwise authorized by the Contract Monitor.
- D. Designated users shall be trained to monitor environmental control procedures, equipment, and response procedures in case of emergencies or equipment problems.
- E. All site(s) shall be protected from power failures and other electrical anomalies. A suitable electrical supply shall be provided that:

- 1) Includes an uninterruptible power supply (UPS) for equipment supporting critical business operations to support orderly shutdown or continuous running.
 - 2) Provides safeguards against power outages, power surges, brownouts, blackouts, and other power failure events.
 - 3) May include multiple feeds to avoid a single point of failure in the power supply.
- F. Backup, disaster recovery (DR), and contingency activities shall be performed at sites specified by the Contractor and subject to State approval (see [Sections 2.4.2.2.1.B](#) and [3.5](#)).

2.3.4 Contractor Hours of Operation

2.3.4.1 Contractor-Observed Business Days

- A. The State observes more holidays than most private businesses, including most medical Providers and ASOs. In a typical year, there are 12 holidays observed by the State and 13 in years with general elections (see “State-Observed Holidays” in [Appendix 1](#)). The Governor can also declare State offices to be fully or partially closed on certain days not otherwise scheduled as a holiday, such as on Christmas Eve, New Year’s Eve, due to the death of a prominent State or national personage or due to some other momentous event. In contrast, many private businesses only observe the six (6) “major holidays” of New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.
- B. To maximize convenience to Participants, Stakeholders, Medical Providers, etc., Offerors are encouraged to propose providing full or partial services in excess of the working days observed by the State.
- C. As per [Section 5.3.2.F\(12\)](#), Offerors are to state in their Proposal which State-Observed Holidays they will also observe. Conversely, Offerors are to describe State-Observed Holidays when they will provide full or partial services. Offerors may not propose more or different holidays than are observed by the State.
- D. As per [Section 6.2.4](#), an Offeror will receive more consideration for proposing to provide what are judged to be significant services (full or partial) in excess of the days required by the RFP.
- E. Once the Contract is awarded, the Contractor must provide services in accordance with its proposed days of operation, which thereafter will be known as the Contractor-Observed Business Days. (See [SLA 11](#) in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LD.)

2.3.4.2 Contractor Business Hours

- A. The Contractor is required to operate 24/7/365 (366 in leap years). Any further delineation hereafter of Normal State Business Hours, Business Days, State-Observed Holidays, etc., is to set expectations of minimum operations and to provide some nomenclature by which personnel may be scheduled and by which the Department may clarify operational expectations.
- B. The Contractor must provide the full range of services required under the Contract at least during Normal State Business Hours. To maximize convenience to Participants, Stakeholders, Medical Providers, etc., Offerors may propose providing full or partial services in excess of Normal State Business Hours.

- C. [Section 2.4.2.2](#) requires the Contractor to provide services between 8:00 a.m. and 6:00 p.m. on Contractor-Observed Business Days, with other specified services 24 hours a day, seven (7) days a week as required in [Section 2.4.2.7.1](#). As per [Section 5.3.2.F\(13\)](#), Offerors are to state in their Proposal if they will provide a fuller range of services prior to 8:00 a.m. or after 6:00 p.m. on Contractor-Observed Business Days.
- D. As per [Section 6.2.4](#), an Offeror will receive more consideration for proposing to provide what are judged to be significant services (full or partial) in excess of the hours required by the RFP.
- E. Once the Contract is awarded, the Contractor must provide services in accordance with its proposed hours of operation, which thereafter will be known as the Contractor Business Hours. (See **SLA 11** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LDs.)

2.4 Behavioral Health Administrative Services Requirements

The BHASO Functional Requirements are organized into the following four (4) phases:

Phase	RFP Section	Description
Phase 1: BHASO Implementation Phase	2.4.1	The BHASO Implementation Phase occurs from the Notice to Proceed (NTP; see definition in Appendix 1) date through the Go-Live determination.
Phase 2: BHASO Operations and Maintenance Phase	2.4.2	The BHASO Operations and Maintenance Phase occurs from the Go-Live Date through Contract Termination.
Phase 3: BHASO Future Activities Phase	2.4.3	The additional, Department-anticipated, BHASO activities to be performed at the request of MDH.
Phase 4: BHASO End-of-Contract Transition Phase	2.4.4	The BHASO End of Contract Transition Phase occurs six (6) months prior to the Base Contract Termination date.

2.4.1 Implementation Phase

- A. The BHASO Implementation Phase (“design, development, and implementation” (DDI) or “Phase 1”) consists of all the activities necessary to validate contractual requirements, design a system—or set of systems—to meet contractual requirements, and perform all of the work needed to develop, configure, and implement those systems and services.
- B. The Contractor shall:
 - 1) In accordance with the approved “Project Management Plan” (see [Section 3.1.1.1](#)), implement, operate, and maintain a robust IT solution (i.e., the “BHASO/Contractor’s System” or “System”), including ancillary functionalities and technologies and any other technical and operational infrastructure. (See **SLA 18** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated Liquidated Damages (LD; see definition in [Appendix 1](#).)
 - 2) Ensure its System meets or exceeds the technological requirements of the Contract and is Available, except during MDH-approved downtime, 24 hours a day, seven (7) days a

week, 365 days a year for both production and non-production environments. (See **SLA 18** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LDs.)

- 3) Maintain the required Key Personnel and a sufficient number of Contractor Personnel (see definition in [Appendix 1](#)) throughout Phase 1 to successfully meet all DDI-related requirements in accordance with the approved “Project Master Schedule” (see [Section 3.1.1.1.1](#)). (See **SLAs 19 and 20** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LDs).
- 4) Work with the Department and the incumbent contractor to plan the transition of services, all applicable data/tickets, project activities, and milestones; to agree upon project timelines; to validate project requirements; to define quality gates; to manage project changes; to test requirements; and to obtain approval for project Deliverables.
- 5) Follow State-mandated project management methodologies (see [Section 3.1.1](#) for applicable project management methodologies and standards to develop the Contractor’s Project Management Plan) in the execution of the State-approved Project Management Plan.
- 6) Be responsible for obtaining and maintaining an office of operations in Maryland (refer to [Section 2.3.3](#) for project site requirements).
- 7) Have implementation teams report on-site at MDH offices as requested or determined by MDH.
- 8) Conduct an on-site Kickoff meeting at which time the Contractor will submit a draft Project Management Plan and solicit Department feedback for final submission.
- 9) Complete the BHASO System and other necessary aspects of the RFP in accordance with the Contractor’s accepted Project Master Schedule to ensure the implementation of the System within the proposed timeframe, starting from receipt of the Notice to Proceed (NTP) or as otherwise directed by the Contract Monitor (see **SLA 23** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LD).
- 10) Ensure the BHASO System meets all CMS certification requirements to consider the implementation successful.
- 11) Obtain all necessary signoffs and approvals for quality gates, i.e., System integration testing (SIT), user acceptance testing (UAT), operational readiness testing (ORT), etc. (see [Section 3.1.1.1.16](#)), and Deliverables.
- 12) Ensure all Engagement Center representatives are trained on the Maryland-specific version of the System, including updated desk procedures for known outstanding issues prior to the Go-Live Date.
- 13) Have all infrastructure and staff ready to enter operations upon the Department’s signoff and approval to go live.
- 14) Prepare a “Lessons Learned Report” at the end of each project phase, i.e., Contractor Kickoff, requirements validation, System design, testing, operations and maintenance (O&M), and end-of-Contract transition. The format and content of the Lessons Learned Report must be approved by the MMT PMO.

- C. All submissions (plans, SOPs, ad hoc requests, etc.) are subject to review by the Contract Monitor or designee for completeness and acceptability. The Contract Monitor or designee will then communicate in writing to the Contractor if the submission is acceptable as submitted or if changes are needed. Unless otherwise stated in this RFP or in the written communication from the Contract Monitor, from the date of that written communication, the Contractor will have five (5) Business Days to make the changes as directed by the Contract Monitor. The failure to make required changes within this time frame will result in the assessment of LDs (see **SLA 19** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LD).

(See [Section 3.1](#) for additional, initial (i.e., Phase 1) Contractor requirements.)

2.4.2 Operations and Maintenance Phase

- A. The BHASO Operations and Maintenance Phase (“O&M” or “Phase 2”) consists of all the activities and operational measures necessary to successfully execute the contractually required services detailed in the Contract.
- B. The Contractor shall:
- 1) Monitor CMS guidance, federal and State laws, Medicaid regulations and policies for updates; evaluate such guidance, laws, regulations, etc. for applicability to the PBHS; and bring timely recommendations for changes to the attention of MDH, the implementation of which shall not result in additional cost to the State.
 - 2) Document actions and timelines required to implement updates. Depending on the complexity of changes, documentation may include the change management process (see [Section 2.4.2.13.2.F](#)), a project manager, project plan, or an otherwise agreed-upon approach.
 - 3) Be responsible for real-time benefit design updates and expansion of or changes in services as directed by MDH.
 - 4) Manage authorization, utilization control, Provider and Participant data, claims processing, Provider education, training, and audits.
 - 5) Have dedicated SMEs available to support all activities.
 - 6) Have a Director of Operations who serves as the liaison between the Contractor and the Department with responsibility for all operational activities, including coordinating all operational areas, project management staff as needed, deployment of Defect corrections and Enhancements (see definitions in [Appendix 1](#)), and implementation of changes and updates.
 - 7) Host, at least once annually, a multi-day review session of all Manuals and documents with MDH and Department and Contractor operational SMEs to ensure alignment across Systems and processes.
 - 8) Maintain sufficient staffing levels to perform all contractual services as described herein.

- 9) Have QA plans in place for all operations areas (see [Section 3.1.1.1.6](#), “Quality Management Plan,” and [Section 2.4.2.8](#), “Quality Management”).
 - 10) Implement continuous quality improvement to identify trends using all available data sources, e.g., performance measures, survey results, customer relationship management (CRM) information. This should include retraining staff, updating protocols, and identifying System Enhancements.
- C. All submissions (plans, SOPs, ad hoc requests, etc.) are subject to review by the Contract Monitor or designee for completeness and acceptability. The Contract Monitor or designee will then communicate in writing to the Contractor if the submission is acceptable as submitted or if changes are needed. Unless otherwise stated in this RFP or in the written communication from the Contract Monitor, from the date of that written communication, the Contractor will have five (5) Business Days to make the changes as directed by the Contract Monitor. The failure to make required changes within this time frame will result in the assessment of LDs (see **SLA 19** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LD).

2.4.2.1 Systems Configuration

- A. The configuration and maintenance of the Contractor’s System is integral to the success of the PBHS, which includes the configuration and maintenance of the array of services, reference codes, benefit packages, and fund sources. This requires a team of SMEs who can interpret requirements coupled with a flexible, highly configurable System that enables the efficient execution of updates.
- B. The Contractor shall:
- 1) Configure claim editing to ensure compliance with all BHA and Medicaid policies and industry standard billing rules, including—but not limited to—Maryland billing Manuals ([Uniform Billing \(UB-04\) Hospital Billing Instructions](#) and [Maryland Medicaid Professional Services Provider](#)), CMS regulations, and as otherwise directed.
 - 2) Rapidly implement, through its System configuration, new federal and State laws, regulations, and policies related to processing without additional cost to the State.
 - 3) Maintain SME configuration staffing who are dedicated to Maryland PBHS and available to attend scheduled meetings.
 - 4) Develop a configuration workflow that enables SMEs to rapidly configure table updates such that 90 percent can be completed within one (1) Business Day and 100 percent within two (2) Business Days of the request.
 - 5) Ensure its Systems Configuration unit works with the Director of Operations for all System changes and deliver a written plan for configuration activities within five (5) Business Days of a new request.
 - 6) For all records, include fields for descriptions, effective dates, and termination dates.
 - 7) Maintain current and historical code sets, including but not limited to: International Classification of Diseases, tenth revision (ICD-10; see definition in [Appendix 1](#)), Current

Procedural Terminology (CPT), Healthcare Common Procedure Coding System (HCPCS; see definition in [Appendix 1](#)), Modifiers, Place of Service Codes, Claim Adjustment Reason Codes (CARC)/Remittance Advice Remark Codes (RARC), National Drug Codes (NDC), and identified non-standard codes.

- 8) Incorporate the MDH-provided codes included on all files, e.g., Provider, Participant Eligibility, 835, and ANSI 837 files.
- 9) Apply specific Provider type rules by site location and specialty designation to authorizations, configuration, and claims processing.
- 10) Configure various fee schedules with effective and termination dates, including:
 - a) Data element variables working alone or in combination:
 - i) Provider type, specialties, category of service, e.g., psychiatrist, social worker
 - ii) Provider specific rates, e.g., evidence-based and non-evidence-based Providers
 - iii) Single Case Agreements (SCA)
 - iv) Place of service
 - v) Multiple modifier differential
 - vi) Number of services within specified timeframe (Psychiatric Rehabilitation Program (PRP) billing cascade)
 - vii) Other data elements as necessary
 - b) Fee Schedule Types:
 - i) Per diems and level-of-care per diems
 - ii) Level of care (LOC), fund type, or other cost-containment initiatives
 - iii) Monthly and daily rates
 - iv) Encounter-only services (zero pay)
 - v) Monthly case rates
 - vi) Flat rates and percent of charges
 - vii) Other types as necessary
- 11) Have configurable claim duplicate edit checks to auto-deny, auto-allow, or auto-pend for review to ensure a submitted claim is not a duplicate of any previously submitted claim.
- 12) Have configurable combination-of-service and National Correct Coding Initiative (NCCI) edits and implement standard and BHA-specific rules.
- 13) Configure a hierarchy of denial edits to apply during claims adjudication.

- 14) Set up a System to pay a daily, weekly, or monthly rate for certain services with edits to not pay other service claims while receiving this daily, weekly, or monthly rate based on combination-of-service rules under the PBHS.
- 15) Configure PRP monthly rate to calculate and limit payment based on encounter totals within the month. Encounters may be submitted on either a single claim or multiple claims.
- 16) Establish a hierarchy of coverage variables to apply benefits according to fund source during claims adjudication.
- 17) Configure coordination-of-benefits rules to apply or not apply by service code and other coverage type, e.g., Medicare/Medicare Advantage or commercial.
- 18) Configure third-party-liability (TPL) rules to apply or not apply based on primary payer's coverage of BH services.
- 19) Have the ability to not require authorization when paying secondary claims.
- 20) Set up authorization requirements by services/service bundles to assign span-dates and units according to parameters (see **Exhibit – 1 Authorization Parameters** in this solicitation's procurement library located on [eMMA](#)), which can vary by Participant age group, to approve automatically or require clinical review for approval.
- 21) Have the ability to allow payment for services or service bundles without authorization.

2.4.2.1.1.1 Covered Services

The PBHS is a specialty BH carveout that covers specific BH diagnoses by Provider type and types of services. In addition to coverage similar across all Medicaid and other states' programs, there are also specialty benefits that may include some rules unique to Maryland. (Refer to **Exhibit 2 – PBHS Coverage Matrix** and **Exhibit 3 – ABA Service Matrix** in this solicitation's procurement library located on [eMMA](#) for additional information).

2.4.2.1.1.2 Standard Benefits

The following services, in combination with the appropriate BH diagnosis code, are covered under the PBHS:

- A. Inpatient, residential treatment centers, specialty hospitals.
- B. Outpatient MH and SUD and gambling disorders.
- C. Intensive outpatient, partial hospitalization, and residential SUD.
- D. Medication management for opioid use disorder programs.
- E. Recovery and support services, including MH case management, assertive community treatment (ACT)/mobile treatment, mobile crisis stabilization programs, PRP rehabilitations, supported employment, respite care services, recovery residences, Long Term Services and Supports (LTSS), and residential crisis.

2.4.2.1.1.3 Specialty Benefits

In addition to typical coverage similar to other states, Maryland also covers services with specific configuration and reporting requirements and specific access needs for MDH-approved designated partners.

2.4.2.1.1.3.1 Health Homes

- A. Health Homes are paid a monthly flat fee for each person to whom they render the required monthly minimum of two (2) Health Home services. The service is available to all MA recipients who meet Eligibility criteria. This service is not available to the non-Medicaid population.
- B. The Contractor shall:
 - 1) Be thoroughly familiar with the Health Home State Plan Amendment (SPA), its amendments, and the regulations that set forth processes for delivering and obtaining related services.
 - 2) Conduct Provider recruitment and management activities to assure adequate availability and accessibility of Health Home services across the entire State.
 - 3) Review claims data to identify potentially Eligible Participants who could benefit from Health Home services, including individuals with a qualifying diagnosis who experience frequent emergency department usage, hospitalization, or increases in LOC.
 - 4) Upon obtaining Participant consent, refer individuals to a Health Home near their residence (at which point, the Health Home may reach out to the Participant directly).
 - 5) Conduct oversight activities, which include chart and care management record review, site audits, and team composition analysis to include both desk and site audits (see [Section 2.4.2.12.1](#) for additional audit requirements).
 - 6) Collect and evaluate data regarding emergency department utilization and hospital admissions among Health Home Participants to determine the effectiveness of the program in reducing avoidable hospital usage.
 - 7) Identify trends and report outcome measures.
 - 8) Oversee Provider compliance and address noncompliance with all CMS and Medicaid policies and procedures as outlined in the Maryland Provider Manual through Provider education and other activities as approved by the Department.
- C. The Contractor's System shall:
 - 1) Denote Providers approved by MDH as Health Home Providers in their System according to MDH's Provider types to enable such providers their ability to submit claims and receive reimbursement.
 - 2) Track Provider submissions of services and ensure the required number (i.e., two (2)) of monthly Health Home services are correctly entered prior to processing claims.

- 3) Track required outcome measures and notify Providers when submission of health metric updates for patients are due.
- 4) Validate each Provider's completion of two (2) services per patient per month prior to releasing payment.

2.4.2.1.1.3.2 Maryland RecoveryNet (MDRN)

The Contractor shall:

- A. Become thoroughly familiar with Maryland RecoveryNet (MDRN), specifically as it relates to authorizing services, processing claims, and reporting on the number of individuals served, services rendered, and the amount paid per Provider per individual.
- B. Maintain current rate information, configure the System to limit payments to not exceed maximum benefit per Participant, and provide monthly financial reports to BHA.
- C. Grant the MDRN regional coordinators access to the Contractor's web-based System to review and approve/deny MDRN authorization requests.
- D. Grant the MDRN regional coordinators access to claim information.
- E. Provide the MDRN regional coordinators with the ability to search an individual by social security number (SSN).

2.4.2.1.1.3.3 Supported Employment (SE)

- A. Supported Employment (SE) is individualized and provided to assist Eligible individuals to choose, obtain, maintain, or advance within competitive employment, in a community-integrated work environment, consistent with their interests, preferences, and skills. Management of these services includes a braided, i.e., multi-source, funding mechanism that includes service components funded with Division of Rehabilitation Services (DORS) Vocational Rehabilitation funds, BHA State General Funds (SGF), and Medicaid funds into a cohesive service. BHA-funded SE includes a carefully sequenced combination of one or more service components. This customized Maryland-specific functionality must be Available as of the Contract Go-Live Date. (See **Exhibit 4 – Supported Employment Program Description** in this solicitation's procurement library located on [eMMA](#) for additional information.)
- B. The Contractor's System shall:
 - 1) Allow only Providers with active DORS Provider status to request authorization for SE services.
 - 2) Track evidence-based program (EBP) status by provider, by service location.
 - 3) Allow Providers to request only one of the four (4) primary SE services—i.e., pre-placement, job placement, job coaching, extended support services—in a single authorization request.
 - 4) Require pre-placement authorization within the prior 12 months of request for other SE services.
 - 5) Prevent duplication of certain SE services.

- 6) For EBP Providers who request any of the four (4) primary SE services, automatically create authorizations for clinical coordination and PRP for individuals in SE (PRP-SE) services that correspond to the authorization span of the primary SE service request.
- 7) End the authorization spans for pre-placement and extended support services (and clinical coordination and PRP-SE for EBP Providers) on the last day of the 12th month following the authorization start date.
- 8) Automatically update each service authorization to end the day before the start date of the next service request, e.g., if an authorization exists for pre-placement service and an authorization for job placement is requested, the authorization span for pre-placement should end the day before the requested start date of the job placement authorization request.
- 9) As EBP status is updated, automatically update clinical coordination authorization span to either backdate the authorization effective date to align with the effective date of the EBP status or end date the clinical coordination authorization span to the termination date of the EBP status.

2.4.2.1.1.3.4 Division of Rehabilitation Services (DORS)

The Contractor shall:

- A. Have a web-based System and include specific functionality that reduces administrative burden and duplication of effort for Providers and DORS counselors and expedites SE service delivery for Participants.
- B. Integrate a customized process for purposes of referral, Application (see definition in [Appendix 1](#)), Eligibility determination, and case coordination that combines administrative procedures between BHA and DORS for approval of mutually exclusive SE service phases as discretely authorized in accordance with BHA and DORS protocols and timelines. (See **Exhibit 5 – DORS Application** and **Exhibit 6 – DORS Employment Verification Form** in this solicitation’s procurement library located on [eMMA](#) for additional information.)
- C. Maintain a current list of DORS counselors and supervisors and grant/terminate access to the Contractor’s System—accordingly, upon role validation—within one (1) Business Day.
- D. Provide real-time automatic notification of the disposition of the SE authorization request to identified DORS counselors and DORS counselor supervisors outside of the authorization platforms.
- E. Include within the web-based platform for SE authorization, an embedded DORS Application that captures additional data elements and pre-populates from existing data fields both within and external to the SE authorization workflow (see **Exhibits 5 and 6**).
- F. Implement an automated System function for approval of the DORS Release of Information (DORS ROI) and notification to the DORS counselor and supervisor.
- G. Prevent the DORS form from being Available within the authorization System when the Participant or Provider does not meet DORS requirements.

- H. Have the Application Available for download and print by the Provider, DORS counselor, and LBHA in a format that approximates the appearance of the hardcopy Application.
- I. Permit identified DORS counselors to search, view, and print authorization requests for SE, PRP, and all treatment services, including Individual Rehabilitation Plans (IRP), Individual Treatment Plans (ITP), Individual Supported Employment Plan (ISEP), and all auxiliary data collected associated with the specific Participant.
- J. Ensure Availability of the DORS Application, ability to identify DORS counselor, and the functionality necessary for DORS referral without having to go through the authorization workflow.

2.4.2.1.1.3.5 *Maryland Ticket to Work*

- A. The Ticket to Work and Self-Sufficiency program, established under the aegis of the Ticket to Work and Work Incentives Improvement Act of 1999 and administered by the Social Security Administration (SSA), is a federally sponsored employment initiative designed for individuals with disabilities who are Social Security Participants and interested in returning to work. The Maryland Ticket to Work program connects selected LBHAs and the respective SE program within those jurisdictions into a single Maryland Employment Network (MD-EN) consortium under the auspices of the Ticket to Work program. This customized Maryland-specific functionality must be Available as of the Contract Go-Live Date.
- B. The Contractor shall:
 - 1) Develop and maintain a System that permits the Provider and the LBHA to register the assignment of tickets, upload Individual Work Plans (IWPs), and monitor the achievement of employment milestones.
 - 2) Have a web-based platform with the capacity to:
 - a) Identify both SE Providers that participate in the MD-EN and the Participants enrolled with these Providers.
 - b) Record and track registration of ticket assignment by Participant.
 - c) Record and track Participant wages.
 - d) Record and print IWPs.
 - e) Run the PBHS file against SSA vendor's Ticket to Work file to identify ticket holders not yet identified in PBHS file.
 - 3) On a monthly and ad hoc basis, produce paper and electronic reports filtered by Provider and time period as necessary, that detail Provider, Participant, and other selected data items for Participants in service with MD-EN Providers whose tickets **have been** assigned to the MD-EN.
 - 4) On a monthly and ad hoc basis, produce paper and electronic reports, filtered by Provider and time period as necessary, that detail Provider, Participant, and other selected data items for Participants in service with MD-EN Providers whose tickets **have not been** assigned to the MD-EN.

- 5) On a monthly and ad hoc basis, produce paper and electronic reports, filtered by Provider and time period as necessary, for **Providers not enrolled** in the MD-EN that detail Provider, Participant, and other selected data items for Participants in service for employed Participants whose tickets **could potentially be** assigned to the MD-EN.
- 6) Produce, at minimum, quarterly reports of employer, position, and wages over time for employment network Participants.
- 7) Provide a designated ticket hub for Ticket to Work MD-EN partner Providers that includes:
 - a) The ability to upload paystubs.
 - b) A direct feed from DORS System with case status information, i.e., pull and share data elements, send sample report, etc.
 - c) IWP uploads, both independent from and those submitted within Extended Supports request.
- 8) Migrate existing Ticket to Work data to the Contractor's System by the Go-Live Date.
- 9) Throughout the duration of the Contract, provide training in collaboration and at a frequency determined in consultation with MDH for SE Providers on the use and navigation of the Ticket to Work workflow.

2.4.2.1.2 Benefit Design and Configuration of Covered Services

- A. The BHASO System must be designed and implemented in a way that supports the business rules of Maryland's PBHS. The Contractor will configure benefits and reimbursement for the wide array of covered BH services as well as Denials (see definition in [Appendix 1](#)).
- B. The Contractor shall:
 - 1) Develop, implement, and manage the **PBHS Coverage Matrix** (see **Exhibit 2** in this solicitation's procurement library located on [eMMA](#)) in accordance with Medicaid and non-Medicaid-covered services including all standard and specialty benefits.
 - 2) Configure non-covered services to distinguish Denials between medical services to send to the MCO and otherwise non-covered.
 - 3) Be responsible for the management of ABA services (see **Exhibit 3 – ABA Service Matrix** in this solicitation's procurement library located on [eMMA](#)).
 - 4) Create benefit packages that distinguish funding source/bank account.
 - 5) Have the ability to apply varying fund sources within a benefit package by time in treatment, e.g., SUD residential services.
 - 6) Use variables and combinations of variables to drive benefit application, e.g., diagnosis, place of service, and modifiers.
 - 7) Apply rules specific to Provider type, specialty, and category of service, including for authorizations, configuration, and claims processing.

- 8) Create benefit limits in coordination with long-term care (LTC) rules for nursing home, psychiatric hospitals, and residential treatment centers (RTC).
- 9) Accommodate coverage rules and limitation within the configuration structure where required, e.g., MDRN, Emergency Petition, Health Home.
- 10) Configure State-funded problem gambling services based on Eligibility, Provider type, service code, and diagnosis.
- 11) Ability to configure SCAs that direct alternate reimbursements, including rates, funding and limits.

2.4.2.1.3 Configuration Quality Assurance

The Contractor shall:

- A. Ensure the accuracy of the configuration on a prospective basis through:
 - 1) Validating configuration against source documents and ensuring a complete repository of all associated documents, including version history control.
 - 2) Employing peer review processes that require 100 percent documented review of all updates and changes.
 - 3) Comprehensive, cross-functional testing prior to implementation of all changes and updates, demonstrating outcomes.
- B. Monitor outcomes and implement industry best practice solutions.

2.4.2.1.4 Configuration Performance Measures

The Contractor shall:

- A. Complete 90 percent of SME table updates within one (1) Business Day and 100 percent within two (2) Business Days of request.
- B. Meet 100 percent accuracy of all Systems configuration.
- C. Ensure its staff provides 100 percent of complete written configuration activity plans to its Director of Operations prior to implementation.
- D. Ensure its Director of Operations is responsible for assuring that 100 percent of the Contractor's business units are aware of, involved in, and approving of configuration updates.

2.4.2.2 Engagement Center

The timely and accurate response to Provider and Participant questions and concerns is essential in building trust between the parties that, ultimately, will drive the perceived success of the program. This requires a "no wrong door" approach. Under the umbrella of the Engagement Center, it is expected that multiple specialized areas staffed by SMEs to handle specific inquiries will use the same Customer Relationship Management (CRM) tracking System. The CRM System documents all communication and supports comprehensive reporting and monitoring of all inquiry metrics and resolution. The content of the CRM is the property of MDH with whom the Contractor shall share upon request.

2.4.2.2.1 Call Intake and Documentation

The Contractor shall:

- A. Have a sufficient number of fully trained and appropriately licensed or certified personnel across multiple clinical disciplines to respond to calls and inquiries from 8:00 a.m. to 6:00 p.m. Local Time (see definition in [Appendix 1](#)), Monday through Friday, excluding observed Federal holidays.
- B. Include in the “Disaster Recovery and Business Continuity Plan” (DR&BC Plan) to be approved by MDH, detailed contingencies for providing uninterrupted Engagement Center services and System access in the event the primary Engagement Center facilities are unable to function in their normal capacity.
- C. Assume the current call center toll-free number (i.e., 1-800-888-1965) and install, operate, monitor, and support an automated call distribution (ACD) System.
- D. Implement and maintain the technology to record and monitor 100 percent of calls, with a minimum standard of 30-day retention and recording maintenance as directed by MDH.
- E. Have a training program that includes soft skills and emphasizes that all callers are treated with equal respect, including understanding how cultural diversity and disparity impact health outcomes of specific populations.
- F. Include, in training procedures, the inbound and outbound call documenting processes within the CRM tracking System.
- G. Ensure that all inquiries are logged and tracked in the CRM.
- H. Ensure staff is trained on all outbound communications to Providers and Participants, enabling immediate response to resulting inquiries and update call-handler scripts with outbound communications.
- I. Have automated call triaging for:
 - 1) Directing calls to the appropriate resource e.g., Help Desk (see definition in [Appendix 1](#)), Provider Relations, Clinical Management, Claims Management liaisons, etc., during Normal State Business Hours.
 - 2) Handling authorizations for higher levels of care outside of Normal State Business Hours and during State-Observed Holidays (see definition in [Appendix 1](#)).
- J. Accommodate all calls, including the ability to track and report when assistance is required for those requiring the use of Teleprinter, Teletype, or Teletypewriter (TTY) or Maryland Relay services for the hearing impaired or interpreter for callers who have limited English proficiency, for which the caller may not be charged a fee.
- K. Identify and triage calls for suicide or personal harm to the Contractor’s Clinical Care team to coordinate care with a Provider.
- L. Ensure that Participants who call with an emergency, or perceived emergency, are never put on hold and are immediately transferred to a certified and or trained BH professional.

- M. Educate Participants and family members regarding accessing care.
- N. For ABA services, assist Participants or their referring Provider in locating ABA Providers or Providers who are qualified to complete a Comprehensive Diagnostic Evaluation (CDE).
- O. Ensure that, for complex inquiries (i.e., outside of developed scripts), the caller is contacted every three (3) Business Days with an update and the tracking System is updated with the contact information.
- P. Deliver a monthly open inquiry report to MDH that includes all open inquires over five (5) Business Days, including inquiry age, reason, and documented escalation procedures to resolve the inquiry.
- Q. Deliver a monthly report containing a summary, details by category, and age from inception to resolution to MDH of finalized inquiries showing volume and percentage of inquiries resolved within the month.
- R. Have a hierarchical workflow to identify urgent issues or Repeat Calls (see definition in [Appendix 1](#)) in order to escalate to appropriate-level staff, including a workflow for resolution and when to notify MDH.
- S. Have established procedures and scripts to distinguish between complaints, Grievances (see definition in [Appendix 1](#)), and Appeals and to direct the caller appropriately.
- T. Have documented processes to respond to all complaints, including tracking all contacts related to a complaint regardless of where the complaint originated. Complaints must be logged and tracked through to resolution. Both resolved and unresolved complaints shall be reported routinely through a monthly report to MDH.
- U. Have a meaningful call satisfaction survey (see [Sections 2.4.2.8.1.1](#), “Provider Experience Survey” and [2.4.2.8.1.2](#), “Participant Satisfaction Survey,”) offered with every call.
- V. Respond to Provider inquiries submitted through the Contractor’s portal by:
 - 1) Displaying an automatic acknowledgement upon Provider submission, including the inquiry number.
 - 2) Tracking the inquiry in the CRM using the same requirements as an inquiry by phone.
 - 3) Acknowledging the inquiry via automated response (confirmation receipt).
 - 4) Responding to the inquiry within one (1) Business Day of receipt.
 - 5) Responding back to the Provider with resolution or action required within five (5) Business Days.
- W. Have an on-shift supervisor/coach/manager actively monitoring live or recorded calls daily for quality, accuracy, and professionalism.

2.4.2.2.2 Customer Relationship Management System

The Contractor's customer relationship management (CRM) System shall:

- A. Require Engagement Center staff to document calls in detail for reference, tracking, and analysis and alert call representatives in real-time of Repeat Caller issues.
- B. Be the single point for all contact data to ensure the coordination of all activities for the caller.
- C. Capture items such as screenshots, emails, System error logs, pictures, and any information deemed necessary for triaging or resolving calls.
- D. Have reportable fields to accurately capture all calls, minimally including:
 - 1) Categorization (e.g., crisis, claim, access, benefits)
 - 2) Call data (e.g., activity date, time stamp, subject, Participant, Provider, Provider type)
 - 3) Authorizations and claims
 - 4) Resolution
- E. Provide an interface to MDH-approved personnel to pull reports ad hoc and on-demand.
- F. Track Call Duration, Warm Transfers, First-Call Resolutions, Repeat Calls, and overall ticket summary (which summarizes all tickets opened in response to an initial call), documenting the issue through resolution, including all handoffs to other Contractor departments. (See definitions in [Appendix 1.](#))
- G. Provide view-access to MDH staff with search capabilities.

2.4.2.2.3 Help Desk

- A. As specified below, the Contractor shall operate a Help Desk for Providers. The Help Desk is responsible for managing the Provider portal, the complete ANSI 837 process, and the handling of general Engagement Center questions to avoid transfers.
- B. The Contractor shall:
 - 1) Have trained, specialized staff who are able to respond to all technical questions concerning the portal. The staff shall be able to respond to questions concerning:
 - a) Portal registration
 - b) ANSI 837 file submission process
 - c) Any function within the portal (e.g., submitting claims, authorizations, and inquiries)
 - 2) Establish a dedicated email address.
 - 3) Provide individual technical assistance as needed and as requested by Providers.
 - 4) Assist Providers on searching the Contractor's website to easily locate essential guides and walk Providers through the technical processes.

- 5) Assist Providers in locating documentation for the ANSI 837 process, including companion guides and response files.
- 6) Onboard new ANSI 837 submitters by:
 - a) Having a test area for Providers to submit test files.
 - b) Providing assistance as needed for all aspects of the ANSI 837 process, including setup, content, structure, testing, compliance errors, ANSI 837-999, and ANSI 837-277CA.
 - c) Setting Providers up to submit in production.
- 7) Reconcile the ANSI 837 production process by having an end-to-end process that tracks all incoming files to ensure that:
 - a) All incoming files have a 999 response file.
 - b) All successful 999 files move to the next process and each claim is included in the 277CA response file.
 - c) All successful claims in 277CA are handed off to adjudication.
 - d) A process is in place to resolve failure at any point in the process.
- 8) Specifically for the DORS program:
 - a) Designate a liaison to DORS, who will reconcile issues related to DORS counselor guest access and System connectivity, including login and password assignment.
 - b) Respond to inquiries from DORS representatives within two (2) Business Days.

2.4.2.2.4 Clinical Call Management

- A. This section addresses clinical-related calls for the authorization of services and requirements for maintaining sufficient number of Maryland-licensed staff and other licensed staff to support authorization of services.
- B. The Contractor shall:
 - 1) Ensure clinical staff taking calls are clinically competent BH professionals (see [Section 2.4.2.15.2](#))
 - 2) Ensure staff are trained to screen crisis or emergency calls and to address specific treatment, recovery, and rehabilitation issues, which vary by age, diagnosis, and particular need.
 - 3) Include specialty clinicians (as defined in [Section 3.10.2](#)) who are knowledgeable about co-occurring disorders, including SUDs/mental illness, addiction disorders, developmental disabilities/BH disorders, expertise in child BH needs, expertise with special populations (i.e., pregnant and postpartum women with BH needs, and physical illness/BH disorders.)

- 4) For ABA services, assist Participants or their referring Provider(s) in locating ABA Providers or Providers who are qualified to complete a CDE.

2.4.2.2.4.1 Grievance and Appeal Process

- A. A Grievance is a request made for re-review of a Medical Necessity determination that resulted in an authorization Denial. A Participant—or a Participant Advocate (see definition in [Appendix 1](#)), e.g., Provider, with the Participant’s consent—may file a Grievance. The Contractor provides two internal levels of Grievance following an initial Medical Necessity review that resulted in the Denial of an authorization request.
- B. The Contractor shall:
 - 1) Implement a tracking System to follow Grievances and Appeals, regardless of point of entry, through each stage of the System, including BHA review.
 - 2) Process all Grievances and Appeals within MDH-established timeframes (see **SLA 2** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LDs):
 - a) Urgent, clinical issues within 24 hours of receipt or by the close of the next Business Day.
 - b) Non-urgent, clinical issues within five (5) Business Days of receipt.
 - c) Non-clinical issues within 30 Calendar Days of receipt.
 - 3) Have all Denials of service for Medical Necessity reviewed by a psychiatrist, addictionologist, clinical psychologist, or occupational therapist with a psychiatric specialty as appropriate to the service in question.
 - 4) Establish and maintain an electronic documentation System, which will include a complete description of each Grievance and every step in the Grievance and Appeal process.
 - 5) Notify Participants and Providers of all Adverse Determinations (see definition in [Appendix 1](#)).
 - 6) Gather and prepare all necessary documentation for BHA Grievance reviews and Fair Hearings as required by MDH per COMAR 10.01.04.
 - 7) Provide witness testimony for Fair Hearings as required by MDH per COMAR 10.01.04.
 - 8) Participate in any Grievance or Appeal proceeding.
 - 9) Report aggregate data and analyze Grievance and Appeal data for monthly review meetings with MDH.
 - 10) Notify both Providers and Participants of their right to Appeal if authorization of treatment is denied and offer Participants the option of an alternative Provider for approved alternative levels of care for which the original Provider does not provide.

2.4.2.2.4.2 Complaint Process

The Contractor shall:

- A. Utilize Department-approved policies and procedures for processing, investigating, resolving, and tracking telephonic or written complaints received.
- B. Notify the complainant and the BHA that a complaint or quality of care issue has been received and determine if other parties should also be notified e.g., the LBHA.
 - 1) Track each complaint in a database shareable with the BHA.
 - 2) Investigate the complaint or collaborate on the investigation with BHA or LBHA as appropriate.
 - 3) Make recommendations to the BHA regarding the findings.
 - 4) Draft a recommendation/findings letter and, if applicable, “Program Improvement Plan” (PIP) for the Department’s approval.
 - 5) Track and monitor the LBHA’s oversight of deliverables and requirements of the PIP.
 - 6) Communicate with the complainant and investigating local authority about the status of the complaint investigation.
- C. For ABA quality of care complaints:
 - 1) Notify the complainant and Medicaid Division of Children’s Services that a complaint or quality of care issue has been received within three (3) Business Days.
 - 2) Track each complaint in a database shareable with Medicaid.
 - 3) Investigate the complaint.
 - 4) Make recommendations to Medicaid regarding the findings.
 - 5) Draft a recommendation/findings letter and, if applicable, PIP for the Department’s approval.
 - 6) Track and monitor the deliverables and requirements of the PIP.
 - 7) Notify the complainant of the resolution, if applicable, via letter or format approved by the Medicaid.

2.4.2.2.5 Engagement Center Quality Assurance

The Contractor shall:

- A. Have a comprehensive Engagement Center QA process that includes:
 - 1) A weekly review of inquiries and associated recorded calls using a random, statistically valid sample with a 95 percent confidence rate; minimum review of three (3) calls per representative.

- 2) Targeted audits on a statistically valid, randomly selected sample of new processes and implementations.
 - 3) Weekly targeted audits identified by using data, prior audit results, and known issues.
 - 4) The implementation of a trainee-specific audit program of new staff (trainees and those with new skill sets) with varying percentage of calls audited as trainees' progress.
- B. Have an error remediation and re-training process.
- C. Have a process to identify, report, and track System corrections through resolution of impacted areas.
- D. Have an “audit the auditor” process.
- E. Provide monthly, quarterly, and annual quality results to MDH.
- F. Develop and implement a call satisfaction survey that includes key elements reflecting quality of activity.
- G. Establish comprehensive quality standards that ensure a positive caller experience regardless of entry point or question.
- H. Recommend modifications to the survey that are supported by data to refine and enhance the survey.
- I. Track QA results monthly and review corresponding reports with MDH quarterly as part of the Contractor's QA plan.

2.4.2.2.6 Engagement Center Performance Measures

All Engagement Center performance measures, unless specified, shall be reportable by category, Provider, and Participant—both separately and combined. (See **SLA 1** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LDs.)

The Contractor shall:

- 1) Measure Engagement Center calls for the following metrics:
 - a) Less than five percent (5%) of calls shall exceed a five (5)-second Response Time (see definition in [Appendix 1](#)).
 - b) Less than five percent (5%) of calls shall exceed a 45-second Speed of Answer (see definition in [Appendix 1](#)).
 - c) Less than five percent (5%) of calls shall exceed a two (2)-minute Hold Time (see definition in [Appendix 1](#)).
 - d) Less than three percent (3%) of calls shall be Abandoned (see definition in [Appendix 1](#)).
- 2) Measure Grievance and Appeals Responses for the following metrics:
 - a) 100 percent of urgent, clinical issues shall be processed within 24 hours of receipt or by the close of the next Business Day.

- b) 100 percent of non-urgent, clinical issues shall be processed within five (5) Business Days of receipt.
- c) 100 percent of non-clinical issues shall be processed within 30 Calendar Days of receipt.

2.4.2.3 Communications and Website

The Contractor shall:

- A. Have a Director of Communications and Editing who is responsible for:
 - 1) Managing and editing all Contract-related print and digital communications and website content.
 - 2) Coordinating with the Director of Operations for SME review of communications/website content, obtaining MDH signoff, and posting to website. (See [Section 3.10.3](#) for identified Key Personnel.)
- B. Have a process to maintain website content with current and relevant information.
- C. Maintain all information on the site, ensuring the presentation of user-friendly content that is searchable by dates and tags/keywords, including:
 - 1) The Provider Manual (per requirements below and [Section 3.1.1.2.1](#)).
 - 2) The matrix of all PBHS and ABA services, including the codes used to bill these services, and information on limitations and availability of such services, policy changes, implementation, and the rates for services.
 - 3) The companion guide and instructions for Providers on the ANSI 837 processes, including how to become a submitter, testing guidelines, compliance requirements, using response files, and the reject process.
 - 4) A list of essential contacts for the PBHS, ABA program, and the Contractor, including Key Contractor Personnel contact information.
 - 5) For non-English-speaking Providers and Participants, information on how to obtain program information in various languages, including Spanish and other languages per federal regulations as required.
 - 6) Information on how to obtain program information for Providers who are visually impaired and deaf or hard of hearing.
 - 7) Information about how to access the PBHS, the service types for which Providers may apply to participate in, the requirements for such participation, and the reimbursement rates for the services (these materials must be approved by the BHA and Medicaid).
 - 8) Information about how to access ABA services for which Providers may apply to participate in, the requirements for such participation, and the reimbursement rates for the services (these materials must be approved by Medicaid).

- 9) Information to assist Providers with issues such as billing and/or prior authorization, frequently asked questions (FAQ), and Provider alerts.
 - 10) Ensure titles of documents are content/purpose based.
 - 11) Store/Archive all Provider alerts and published MDH transmittals.
 - 12) Ensure all links are current and active for MDH's website, all relevant agencies and LBHA websites, and all relevant federal and State guidelines.
- D. Create and maintain an easily accessible "Participant and Family" section on the website that includes accurate and updated information and resources including relevant links to support Participants accessing care.
- E. Ensure all Participant materials meet the MDH-approved standards that will be provided to the Contractor during Start-up.
- F. Make all education and outreach materials publicly Available for download at no additional charge.
- G. Ensure the Seal of Maryland or any Department logo, trademark, or copyrighted material is not used on communication material without the written approval of MDH.
- H. Have a flexible Provider communication System that includes the ability to send email blasts to all Providers, specific Provider types, providers in a specific region, or any other specific Provider breakout as needed.

2.4.2.3.1 Provider Manual

In addition to the requirements stipulated in [Section 3.1.1.2.1](#), the Contractor shall:

- A. Support MDH efforts to maintain a PBHS Provider Manual that includes information about Provider application and license requirements, Participant referral and authorization process, service delivery requirements, service documentation, and claims/billing requirements.
- B. The Provider Manual shall be easy to navigate and in an indexed and searchable format.
- C. Update and maintain the billing instructions for all claim and Provider types.
- D. Make updates to the online Provider Manual when changes are made to the System impacting the content thereof and submit the recommended changes to MDH within five (5) Business Days of the System change.
- E. Include a revision table in the Provider Manual indicating the date of revision and description thereof.
- F. Include taglines on all written materials in compliance with Maryland's [Department of Disabilities accessibility standards and regulations](#).
- G. Create and publish the list of TPL exclusions that will be provided to the Contractor during Start-up. Update as new exclusions occur and provided to the Contractor by MDH.

2.4.2.3.2 Participant Handbook

The Contractor shall:

- A. Update the Participant Handbook, which must include the Contractor-specific information that facilitates access to PBHS-covered services and submit it for approval to MDH thirty (30) Business Days prior to Go-Live. The Participant Handbook must be resubmitted to MDH for approval when revisions are made.
- B. Include taglines on all materials in compliance with accessibility regulations and ensure it addresses cultural diversity and disparity in the Participant population.
- C. Within five (5) Business Days of MDH approval, post the Participant Handbook to the website under Participant and Family section.
- D. Produce, as required by MDH and upon Participant request, Participant Handbooks in hardcopy (number of copies to be determined based on purpose and need for hardcopy distribution).
- E. Review and update the Participant Handbook, at minimum, annually—with more frequent updates when new programs are implemented during the year—with submission to MDH at least 30 Business Days prior to the annual review and provide release notes pertaining to the update on the website.
- F. Be responsible for the cost of design, printing, and distribution (including postage) of all Participant materials, complying with all federal postal regulations and requirements for mailing of all materials. MDH will not be responsible for any postal fees assessed on mailings sent by the Contractor in relation to activities required by this RFP due to failure by the Contractor to comply with federal postal regulations. Such fees shall be borne by the Contractor.

2.4.2.4 Provider Relations

- A. Having a sufficient number of Providers in the PBHS is essential to ensuring access to care across the State. The Provider Relations operations unit is critical in recruiting and retaining Providers by providing assistance to BHA through gap analysis reporting and supporting recruitment efforts as well as being responsible for all Provider training, education, and inquiry resolution.
- B. The Contractor shall:
 - 1) Under the direction of the Provider Relations Director, have sufficient Provider Relations staff to support all education, training, and inquiries for existing and new Providers, including individual assistance.
 - 2) Have trained Provider Relations staff who will answer triaged calls from the Engagement Center using the same CRM for documentation, adhering to the same performance measures and who will be included in the QA process.
 - 3) Conduct a monthly in-person or web-based Provider council that offers an open forum to communicate with Providers and resolve issues.
 - 4) Develop an ongoing process for continuous operations/Systems improvement in collaboration with the Provider community.

- 5) On a quarterly basis—and updating annually or as deemed necessary by the Department, collaborate with MDH and contracted MCOs to review BH educational materials to be made available for somatic care Providers, including:
 - a) Information on appropriate screening tools for identifying individuals who need BH services beyond what would be provided by a primary care Provider.
 - b) Information necessary to identify individuals who need BH services (e.g., screening, brief intervention, and referral to treatment (SBIRT)).
 - c) Information on addressing addiction and serious mental illness at a basic level with referral resources.
 - d) Additional materials as determined by MDH.

2.4.2.4.1 Provider Education and Training

The Contractor shall:

- A. Educate and assist Providers regarding their responsibility to develop and adhere to a corporate compliance program, which includes prevention and reporting of FWA.
- B. Incorporate into all training materials the requirements of the confidentiality regulations specific to individuals with SUDs in [42 CFR, Part 2](#) and the ROI process.
- C. Develop and maintain published (on portal) quick reference guides and FAQs for common requirements and topics during Phases 2 and 3 of the Contract.
- D. Provide individual training, technical assistance, and education to Providers, i.e., the Contractor shall have the capability and staffing resources to provide on-site, telephonic, and web-based training as needed and as requested on PBHS-related topics such as:
 - 1) Program requirements of Medicaid or State coverage and policy.
 - 2) Provider registration, enrollment, covered services delivery based on Provider type, authorization/Medical Necessity review, and combination of service limitations. This training shall be both targeted to new Providers and available to existing Providers for updates.
 - 3) Authorization and registration requirements and processes.
 - 4) Claims submission process and billing the PBHS for both professional and institutional billing.
 - 5) How the Provider can assist individuals in accessing the System and how to make referrals for care;
 - 6) ABA services to expand awareness of how to participate as a Provider or how to access the System for referrals or as a Participant of care.
 - 7) 1915(i) services to expand awareness of how to participate as a Provider or how to access the System for referrals or as a Participant of care.

- 8) RTCs to expand awareness of how to participate as a Provider or how to access the System for referrals or as a Participant of care.
- E. Provide written materials to Providers, as needed, on the implications for their operations of changes in State and federal laws and regulations.
- F. Provide quarterly training in collaboration with MDH to LBHAs, DORS counselors and supervisors, and SE Providers on the use and navigation of the SE workflow and DORS guest access.
- G. Provide quarterly training in collaboration with MDH to LBHAs, LCTs coordinators, the Department of Juvenile Services (DJS), Department of Social Services (DSS) caseworkers and supervisors, and hospital discharge coordinator staff on the use and purpose for RTC to include education on the referral process and importance of the certificate of need (CON) packet.
- H. Provide quarterly training in collaboration with MDH to LBHAs, LCTs coordinators, DJS, DSS caseworkers and supervisors, and hospital discharge coordinator staff on the use and purpose for targeted case management (or care coordination for children, adolescents, and young adults) to include identification of Eligibility for and referral to the 1915(i) array of services.
- I. Perform the following Provider training activities:
 - 1) Web-based orientations quarterly, at minimum, on topics determined in collaboration with MDH based on noted trends or gaps in knowledge of the Contractor's System.
 - 2) Provider registration, enrollment, allowable service delivery based on Provider type, and authorization/Medical Necessity review. This training shall be targeted to both new Providers and available to existing Providers for updates.
 - 3) Web-based training, learning management system (LMS) capability preferred, to include options such as self-paced and topic-specific modules.
 - 4) Disseminate Maryland's Commitment to Veterans (MCV) updates and veteran training opportunities to Providers. Educate staff about MCV and work with MCV to develop a system of warm handoffs of veteran or family member to MCV or Contractor staff as needed.
- J. Facilitate Provider forum and training:
 - 1) Annually conduct forums in at least two (2) of State regions (i.e., Eastern, Western, Central, and Southern) on topics of interest to Providers within the PBHS, with webinar option (total of eight (8) trainings, two (2) primary topics per training—Year 1 to include training on the BHASO System).
 - 2) Engage the Provider Stakeholder community in efforts to identify promising practices and evaluate recently added practices to measure impact on the PBHS and improving outcomes for individuals receiving services.
- K. Perform training for ABA and produce materials, including:
 - 1) Educating pediatric primary care Providers and other professionals in the use of the Modified Checklist for Autism in Toddlers-Revised (M-CHAT-R) tool to screen for Autism Spectrum Disorders (ASD) and steps to take when a screen is positive.

- 2) Training appropriately licensed professionals on performing assessments using the Autism Diagnostic Observation Schedule, Second Edition (ADOS II) and other validated evaluation instruments.
 - 3) Educating the Provider community about healthcare professionals who are qualified to perform a CDE to diagnose or rule out an ASD.
 - 4) Educating the Provider community on how to make a referral for ABA services.
 - 5) Educating ABA Provider groups and agencies on standards of care.
- L. Include the following for all training sessions:
- 1) Develop a repository of attendee professional information for resource building, continuing education units, and targeted communications.
 - 2) Survey attendee perception of success, relatability, applicability.
 - 3) Compile and report survey results to MDH quarterly and annually.

2.4.2.4.2 Provider Network Gap Analysis

The Contractor shall:

- A. Monitor new enrollment or disenrollment into the PBHS:
 - 1) Perform geo-mapping activities by jurisdiction and Provider type and, when applicable, specialty to note service availability and gaps in services, making recommendations to BHA as appropriate.
 - 2) Identify gaps in Provider accessibility throughout the State.
- B. Survey Providers who voluntarily disenroll to capture the reason for leaving the PBHS in the Provider record, making it available for reporting within the established timeframes.
- C. Generate a quarterly report for MDH that includes a summary section to demonstrate Participant access to PBHS services. The report shall include details indicating Provider enrolled/disenrolled and graphically showing PBHS participation by Provider type and services rendered by geographic location and include recommendations for network enhancement.
- D. Provide and implement a strategic plan to increase Provider enrollment with the PBHS.
 - 1) This plan should be updated and submitted to MDH on an annual basis.
 - 2) After the first year, the annual plan shall include a section on accomplishments in building Provider capacity from the prior year.
- E. Make the quarterly report regarding Participant access to PBHS services publicly Available on the Contractor's website within five (5) Business Days of MDH approval.

2.4.2.4.3 Recruitment and Provider Network Enhancement

The Contractor is responsible for Provider recruitment to support network adequacy and addressing gaps in services or geographic locations.

The Contractor shall:

- 1) Beginning with the start of the first Contract Year (see definition in [Appendix 1](#)), provide and implement a strategic plan to increase Provider enrollment within the PBHS. This strategic plan shall:
 - a) Be updated and submitted to MDH for approval on an annual basis.
 - b) After the first year, include a section on accomplishments in building Provider capacity from the prior year.
- 2) Strategize and collaborate with BHA, Medicaid, and local BH authorities in efforts to recruit BH Providers to enhance the system of care across all jurisdictions.
- 3) Recruit ABA Providers to enhance the system of care across jurisdictions.
- 4) Submit a quarterly report:
 - a) On Provider recruitment activities, including the type of Provider, location, date, and type of recruitment activity.
 - b) On Outcomes of recruitment activities to include metrics on which type of new Providers enrolled post recruitment activity.
 - c) Of all Providers whose participation status was terminated during the preceding quarter, including the Provider's name, address, specialty, and, when possible, reason for termination.
- 5) Develop and submit action plans, as specified by MDH, to address network adequacy issues and whether geographic or specialty driven, including collaborative efforts with the LBHAs.
- 6) Participate with LBHAs and MDH staff on Provider engagement efforts.
- 7) When requested by MDH, provide staff to supplement local efforts in recruiting Providers throughout Maryland.
- 8) Track, evaluate, and make Available to post on website, changes in service delivery or access to care resulting from regional recruitment activities.
- 9) Be available to provide a combination of on-site, web-based, and telephonic training to new Providers who require additional assistance to use the Contractor's System to enter data, request service authorization, submit claims, and improve regulatory compliance.
- 10) For ABA Providers:
 - a) Submit a monthly report to the ABA team on Provider recruitment activities, including the type of Provider, location, date, and type of recruitment activity.
 - b) Recruit qualified ABA Providers, including Board Certified Behavior Analysts (BCBA and BCBA-D), Board Certified Assistant Behavior Analysts (BCaBA), and qualified ABA paraprofessionals (Registered Behavior Technicians (RBT)).

2.4.2.4.4 Provider Relations Quality Assurance

The Contractor shall:

- A. Have a comprehensive Provider Relations QA process that includes:
 - 1) A weekly review of inquires using a random, statistically valid sample with a 95 percent confidence rate; minimum review of five (5) calls per representative.
 - 2) Targeted audits on a statistically valid, randomly selected sample of the new processes and implementations.
 - 3) Weekly targeted audits using data, prior audit results, and known issues to identify.
 - 4) Implement a trainee audit program in accordance with the requirements detailed in [Section 2.4.15.4](#).
- B. Have an error remediation and re-training process.
- C. Have a process to identify, report, and track System corrections through resolution of all impacted areas.
- D. Have an “audit the auditor” process.
- E. Provide monthly, quarterly, and annual quality reporting results to MDH.
- F. Develop and implement a call satisfaction survey (i.e., Provider Experience Survey) and Provider training satisfaction survey that includes key elements reflecting quality of activity.
- G. Track quality results monthly and review with MDH quarterly as part of the Contractor’s QA plan.
- H. Recommend modifications to the surveys that is supported by data to refine and enhance the surveys.

2.4.2.4.5 Provider Relations Performance Measures

The Contractor shall:

- A. Meet 99 percent QA for Provider calls.
- B. Meet 99 percent satisfaction on Provider training surveys.
- C. Within five (5) Business Days of request, schedule 100 percent of requested training sessions, with evidence of training delivered on scheduled date.
- D. Perform quarterly orientation sessions.

2.4.2.5 Provider Management

The Provider Data Management and Maintenance operations unit assists Maryland in retaining a system of care that supports a full and robust continuum of quality BH services across the State. Provider Data Management and Maintenance is responsible for the loading of Medicaid and non-Medicaid Provider files.

2.4.2.5.1 Medicaid Behavioral Health (BH) and Applied Behavior Analysis (ABA) Providers

The Contractor shall:

- A. Receive and process an automated daily electronic feed of Medicaid Provider files from the Department's MMIS. (See [Section 2.4.2.13.3](#) and [Appendices 5](#) and [6](#) for Provider file layouts.)
- B. Load and crosswalk Provider file information, including Provider types, categories of service, specialty codes, and status codes. Each field must be loaded and used in the adjudication determination of authorization and claims, e.g., validation processes in place to ensure the category of service by appropriately licensed Providers such as DEA, CLIA, and certifications.
- C. Have ability to load Provider information for Providers with atypical NPIs.
- D. Manage Provider types by their Provider type identifier as found within **Exhibit 7 – Medicaid Provider Enrollment Matrix** of this solicitation's procurement library located on [eMMA](#)).
- E. Load the "rendering only" Provider status records (i.e., status 40) so that claims will deny when the rendering Provider is submitted as the billing Provider.
- F. Create a System-generated, unique identifier for each Provider.
- G. Have a process in place when Provider records do not auto-load accurately to manually update the Provider's record in the Contractor's System with the correct MMIS information.
- H. Exclude records from load when new, unknown values are sent and create a process to:
 - 1) Report to the state
 - 2) Update System to accommodate new information
 - 3) Load data
- I. Load Provider revalidation date and make it viewable to the Provider in the portal.
- J. Implement a process to validate information:
 - 1) Compare Contractor System against source Provider file and identify differences.
 - 2) Compare source Provider file against Contractor System and identify differences.
 - 3) Develop processes to resolve discrepancies.

2.4.2.5.2 Non-Medicaid Behavioral Health (BH) Providers

- A. BHA is responsible for some initial screening and certification or licensing of some non-Medicaid Providers, with the Contractor responsible for additional certification and licensing screening activities by arrangement with BHA. The Contractor is also responsible for ongoing, monthly verifications for all Providers to ensure they are not on exclusion lists.
- B. The Contractor shall:

- 1) Receive and apply the BHA monthly electronic file of non-Medicaid Provider enrollment and immediately incorporate for standard operations, including authorizations and claims adjudication.
- 2) Contact the Provider to complete the registration process as needed.
- 3) Process registration of any BHA-licensed, certified or approved Provider within ten (10) Business Days of receipt of the Provider's completed registration application.
- 4) Ensure that all non-Medicaid Providers registering with the Contractor are appropriately licensed or certified to render services under applicable State law and regulations, including uploading and verifying the license/credentials.
- 5) Screen non-Medicaid Providers for criminal checks during initial registration and on an ongoing monthly basis and establish processes to identify the non-Medicaid Providers with adverse indicators to prevent inappropriate authorization and payment by:
 - a) Reporting such Providers to BHA.
 - b) Having the ability to suspend payments in cases authorized by BHA.
- 6) Prevent enrollment registration of entities and individuals who:
 - a) Do not meet the Provider qualifications contained in the Provider agreement.
 - b) Are debarred by State or federal agencies.
 - c) Are listed in Abuse Registries.
 - d) Are sanctioned in the National Practitioner Data Bank or otherwise unqualified to provide service.
- 7) Create a System-generated, unique identifier for each Provider.
- 8) Load Provider revalidation date and make it viewable to the Provider in the portal.
- 9) Manage Provider types by their Provider type identifier as found within **Exhibit 8 – Non-Medicaid Provider Type** of this solicitation's procurement library located on [eMMA](#).

2.4.2.5.3 Provider Maintenance

The Contractor shall:

- A. Have a secure portal where Providers can upload documents, including their license or certification documentation, and make updates (see [Section 2.4.2.13.5](#)).
- B. Maintain all documentation uploaded and make it readily Available for BHA/Medicaid to access.
 - 1) Validate Provider licenses uploaded to the Contractor's portal against the MMIS or BHA Provider file. This process validates the Provider license against the enrollment data, e.g., LGSW cannot enroll as a PT 94. Reconcile the differences by:

- a) Reporting discrepancies between license and enrollment imported to the appropriate contacts at MDH within five (5) Business Days of the document upload.
 - b) Providing outreach and education as requested by the appropriate MDH party to resolve discrepancies.
- 2) Validate W-9 from Provider and when discrepancy is found:
 - a) For Medicaid Provider, inform Provider of process to update information in MMIS.
 - b) For non-Medicaid Provider, inform BHA.
- C. Allow provider to add or update fields for the provider directory on a provider directory profile page. This will not update the provider information within the ASO system for any processing including authorization, claims, contact information.
 - 1) Include an “Opt Out” of the directory
 - 2) Include “Opt Out” by field
- D. By the Go-Live Date, implement an MDH-approved process that requires all Providers to maintain current web address/public email contact to be used for correspondence and Department transmittals.
- E. Have a flexible System that is capable of mass updates to Provider information files based on MDH-requested selection criteria, e.g., fee schedule updates for specific Provider types to simultaneously adjust multiple selected fields for selected Provider types.
- F. By the Go-Live Date, establish procedures to track, monitor, and notify non-traditional Provider types, e.g. 1915(i), of the need to update their certification or renewal requirements. Notification to these Providers should be coordinated so that they are made aware 90 days in advance of their certification or renewal dates.
- G. By the Go-Live Date, establish procedures to identify Providers from the Medicaid daily feed who are due for enrollment revalidation and, once identified, coordinate assistance with MDH in performing outreach notification. This notification coordination may be written or telephonic outreach and should occur at least 30 days prior to the revalidation date in MMIS.
- H. By the Go-Live Date, establish procedures to identify Providers from the monthly BHA file where their BHA license or certification is due to expire within 90 days and coordinate assistance with MDH in performing outreach notification and education on the importance of maintaining an active license or certification to render services under applicable State law and/or regulations.
- I. By the Go-Live Date, have a process for identifying and resolving multiple NPIs and MA numbers for a Provider.
- J. When directed by Medicaid, override Provider enrollment status to either suspend or pay the Provider.
- K. Have a System capable of suspending Provider payments when adverse information is identified.

- L. Report to BHA/Medicaid within one (1) Business Day of discovery of Contractor-identified adverse information; when directed by BHA/Medicaid, suspend the Provider status within one (1) Business Day; and send confirmation back to the BHA/Medicaid team that it has been completed.
- M. Be able to produce an ad hoc report of suspended Providers in Contractor's System upon request.
- N. Have the capacity to expand Provider types enrolled as determined by MDH/BHA.
- O. Have the ability to provide all standard and ad hoc reports by Provider type.
- P. Produce standard provider reports to support provider operations, for example, individuals in LTC, individuals who have lost coverage, Denial reports, authorization and claims reports.
- Q. Monitor new enrollment and disenrollment activity into the PBHS and use reports to identify gaps in Provider accessibility and capacity throughout the State for all Provider types.

2.4.2.5.4 Provider Management Quality Assurance

The Contractor shall:

- A. Have a comprehensive Provider Maintenance QA process that includes:
 - 1) A weekly review of manual updates (non-Medicaid Providers), accuracy using a statistically valid, randomly selected sample with a 95 percent confidence rate.
 - 2) The Implementation of a trainee-specific audit program of new staff (trainees and those with new skill sets) with varying percentage of audits as trainees progress.
- B. Have an error remediation and re-training process.
- C. Have a process to identify, report, and track System corrections through resolution of all impacted areas.
- D. Have an "audit the auditor" process.
- E. Provide monthly, quarterly, and annual quality reporting results to MDH.

2.4.2.5.5 Provider Management Performance Measures

The Contractor shall:

- A. For Medicaid BH Provider file load:
 - 1) Load 100 percent of files within the following Business Day of receipt.
 - 2) Maintain a success rate per file load of 99 percent.
 - 3) Report 100 percent of fallout requiring MDH action within one (1) Business Day of file load.
 - 4) Correct 100 percent of fallout records that are within Contractor control within two (2) Business Days of file load.

- 5) Maintain a data-load results Dashboard (see definition in [Appendix 1](#)) that is Available to MDH upon request and notify MDH within one (1) Business Day when there are data or file anomalies.
- B. For Non-Medicaid Behavioral Health Provider load:
- 1) Load 100 percent of additions, changes, and terminations within ten (10) Business Days.
 - 2) Maintain a success rate per file load of 99 percent.
 - 3) Report any fallout requiring MDH action within one (1) Business Day of file load (BHA).
 - 4) Correct 100 percent of fallout records that are within Contractor control within two (2) Business Days (BHA).
 - 5) Maintain a data-load results Dashboard that Available to BHA upon request and notify BHA within one (1) Business Day when there are data or file anomalies.

(See **SLA 3** in [Table 3-1](#) of [Section 3.4.2.1](#) for LDs associated with Provider Management performance.)

2.4.2.6 Participant Eligibility

The Participant Eligibility operations unit includes the loading of Medicaid Eligibility files and enrolling uninsured Participants. By the Go-Live Date, the Contractor will implement a process to automatically retrieve and process into the Contractor's System the Medicaid Eligibility file and all relevant Medicaid Participant information to support all their BH needs. The Contractor will implement an automated workflow for determination of uninsured eligibility for services based on criteria provided by MDH to receive services under the PBHS for Participants without active Medicaid coverage.

2.4.2.6.1 Medicaid Participants

The Contractor shall:

- A. Receive and process an automated daily electronic feed of multiple Medicaid Eligibility files from the State's MMIS (see [Section 2.4.2.13.3](#) for additional requirements and [Appendices 3](#) and [4](#) for Participant file layouts).
- B. Load the Medicaid redetermination date and make it viewable in the Provider portal and Available for reporting.
- C. Load and crosswalk Participant file information such as Eligibility categories, coverage groups, LTC spans, and TPL fields. Each field must be loaded and used in the adjudication determination of authorization and claims.
- D. Exclude records from load when new, unknown values are sent and create a process to:
 - 1) Report to the state
 - 2) Update System to accommodate new information
 - 3) Load data

- E. Have a System that generates a unique identifier for each Participant with the ability to link to multiple other IDs, including Medicaid original ID, Medicaid current IDs, Medicare ID, prior ASO IDs, etc.
 - 1) Maintain a single, unique, Contractor-generated identifier per Participant that allows for automatic matching of a Participant added from a non-Medicaid process to the same Medicaid Participant.
 - 2) Ensure all activities, e.g., claims, authorizations, inquiries, are linked to a single Participant regardless of the number of historical changes in Participant ID.
- F. Automatically create a courtesy uninsured span when a Participant loses Medicaid except when the termination is due to the death of the Participant.
- G. Automatically end the Eligibility span of the Participant based on the death date sent on the file.
- H. Automatically merge Participants when the Medicaid file links multiple Medicaid IDs.
- I. Have a process to identify and merge Participant records that cannot be automatically matched but are potentially duplicate records for the same Participant.
- J. Automatically update Medicaid and non-Medicaid Eligibility based on new information without creating conflicts in coverage, including terminating uninsured coverage one (1) Calendar Day prior to the effective date of the Medicaid coverage.
- K. When Participant records do not auto-load accurately, manually update the Participant's record in the Contractor's System with the correct MMIS information.
- L. Create controls that monitor the quality of the MMIS Eligibility data load process.
- M. Report conflicts of data elements on Participant files to the State as they occur and review them during established scheduled meetings with the Department.

2.4.2.6.2 Non-Medicaid Participants

The Contractor shall:

- A. Determine approval for individuals to receive benefits for the uninsured by conducting a preliminary assessment and registration over a web-based Application or the phone to establish if an individual meets the uninsured criteria specified by MDH.
 - 1) At the time of the request, verify:
 - a) That the Participant is not already in the System.
 - b) That the Participant does not have an active coverage span.
 - 2) Automatically assign and maintain coverage spans for all individuals meeting uninsured criteria.
 - 3) Create an automated exception process where an uninsured Application not meeting requirements will be routed to the LBHA for consideration, which includes a feedback loop for the LBHA to approve or deny the exception and the Contractor to act upon the decision.

- B. When taking the uninsured Application by phone, have access to the web-based Application so that the assessment responses are maintained and reportable in the same Application as Provider-entered applications. The user who entered the Application should be captured on the record as well as the Provider.
- C. Create a unique Participant record for an individual with no record in the System to support the courtesy authorization process but does not allow claims payment.
- D. Enroll Maryland residents seeking problem gambling services using either a web-based Application or by phone by creating a unique Eligibility span for one (1) year that is limited to just gambling services regardless of any other insurance.
- E. Establish a process to securely receive and load Eligibility from an approved BHA source.
- F. Establish a process to identify an emergency petition individual record and create an Eligibility record with appropriate span when the individual is not otherwise covered.

2.4.2.6.3 Participant Eligibility Quality Assurance

The Contractor shall:

- A. Have a comprehensive Participant Eligibility QA process that includes:
 - 1) A weekly review of manual updates to Eligibility, including uninsured eligibility process accuracy, using a statistically valid, randomly selected sample with a 95 percent confidence rate.
 - 2) Targeted audits on a statistically valid, randomly selected sample of the new processes and implementation.
 - 3) Weekly targeted audits using data, prior audit results, and known issues to identify.
 - 4) The implementation of a trainee-specific audit program of new staff (trainees and those with new skill sets) with varying percentage of audit as trainees progress.
- B. Have an error remediation and re-training process.
- C. Have a process to identify, report, and track System corrections through resolution of all impacted areas.
- D. Have an “audit the auditor” process.
- E. Provide monthly, quarterly, and annual quality reporting results to MDH.

2.4.2.6.4 Participant Eligibility Performance Measures

The Contractor shall:

- A. For Participant Eligibility file load:
 - 1) Load 100 percent of files within the following Business Day of receipt.
 - 2) Maintain a success rate per file load of 99 percent, including creation and updating of uninsured courtesy span coordinated with Medicaid coverage dates.

- 3) Report 100 percent of fallout requiring MDH action within one (1) Business Day of file load.
 - 4) Correct 100 percent of fallout records that are within Contractor control within two (2) Business Days of file load.
 - 5) Maintain a data-load results Dashboard that is Available to MDH upon request and notify MDH within one (1) Business Day when there are data or file anomalies.
- B. For the uninsured registration process:
- 1) Create 100 percent of uninsured spans for individuals meeting criteria within one (1) Business Day.
 - 2) Create 100 percent of uninsured span for LBHA approved exceptions within one (1) Business Day.

(See SLA 4 in [Table 3-1](#) of [Section 3.4.2.1](#) for LDs associated with Participant Eligibility performance.)

2.4.2.7 Clinical Management

- A. The Clinical Management operations unit is responsible for determining the appropriate BH services for Participants in the PBHS through established Medical Necessity criteria and evidence-based practices as well as gathering data to support federal and State reporting. To support these functions, the Contractor must have an authorization System that supports a registration process that auto-authorizes services for specific levels of care that do not require Medical Necessity review and an authorization process that requires Medical Necessity review for other levels of care.
- B. The Contractor shall:
- 1) Under the management of the Clinical Director, maintain sufficient level of trained staff to perform all clinical duties as required for the PBHS.
 - 2) Process authorization requests as follows:
 - a) Urgent authorizations within one (1) hour, including referrals from the emergency department (ED) to inpatient, 4.0 detox; residential crisis, crisis stabilization, mobile crisis, and SUD residential 3.7 and 3.7WM.
 - b) SUD residential 3.5 and 3.3 and ACT/mobile treatment within three (3) Business Days.
 - c) All other services and non-urgent requests within 14 Calendar Days.
 - 3) Utilize a secure web-based System in which both registration and authorization requests can be entered based on the service matrix to authorize BH and ABA services based on Provider type, service type, Participant Eligibility, and any other business rules.
 - 4) Configure its System so that the Provider will only be allowed to get authorizations for services they are approved to provide.
 - 5) Ensure clinical treatment is not disrupted when payer statuses change for the individual.

- 6) Grant access to the authorization System for MDH or its designee to authorize and coordinate specific services when requested by MDH.
- 7) Manage special populations such as [HG 8-507](#) court-ordered Participants and pregnant women/women with children (PWC) who require separate workflows to authorize SUD residential services.
- 8) Perform, as needed and at the time of submission, non-binding courtesy authorization reviews for individuals that are likely to become Medicaid Eligible.
- 9) Perform retrospective reviews for individuals as necessary.
- 10) Perform concurrent reviews for continued stays or services based on Participant meeting Medical Necessity for the same LOC or recommend an alternate LOC, within the specified time period, based on LOC required.
- 11) Implement and maintain a program that reduces or eliminates service authorization requirements for high-performing Providers who meet quality performance criteria established by the Contractor and approved by MDH.
- 12) Have an 1915(i) liaison that:
 - a) Meets staffing requirements in [Section 3.10.2](#).
 - b) Manages the enrollment and revalidation of 1915(i) Participants to ensure that Participants meet the needs-based criteria and financial eligibility in accordance with the 1915(i) State Plan amendment.
 - c) Provides MDH with detailed analyses of Participants who discontinue 1915(i) services, including the reason for discontinuing service and other services received with six (6) months of 1915(i) services, specifically noting any children who enter RTCs.
 - d) Participates in evaluation of programming and utilization and makes recommendations to BHA and Medicaid based on findings.

2.4.2.7.1 Authorization Determination

The Contractor shall:

- A. Be responsible for the administration of the BH benefits, ensuring that authorized services are Medically Necessary as defined in MDH program regulations, meet quality standards, and are provided in a cost-effective manner.
- B. In collaboration with MDH, develop and implement all necessary processes and policies for authorization of services and effective utilization management.
- C. Document and maintain all history of authorization requests, all related communication, and all responses.
- D. In cases of denied service authorizations for Medical Necessity, notify both the Provider and Participant in writing and include the procedures to Appeal.

- E. Ensure that all decisions to deny a service authorization request or limit a service in amount, duration, or scope that is less than requested are:
 - 1) Made by a Maryland-licensed physician, Maryland-licensed psychiatrist, or Maryland-licensed or certified clinician, as appropriate, or other professional as approved by MDH who has the appropriate clinical expertise in treating the Participant's condition or disease.
 - 2) Determined using the acceptable standards of care, State, and federal laws, MDH's Medical Necessity definition, and clinical judgment of a licensed physician, psychiatrist, or dentist, as appropriate, or other professional as approved by MDH.
- F. Establish a process for SUD authorization that is staffed by either a Maryland-licensed psychiatrist with specialized addiction expertise or an addictionologist (Maryland-licensed physician specializing in addiction medicine), along with other Maryland-licensed BH professionals for authorization (pre-, concurrent, and retro-authorizations) of BH services.
- G. Perform focused reviews of requests for inpatient LOC in order to reduce reliance on and use of unnecessary hospital LOC by diverting individuals to other services or, when appropriate, alternative levels of care.
- H. Recommend approval or disapproval of administrative days per MDH Policy.
- I. Approve authorizations through an ABA Senior Care Manager based on intensity and duration of treatment guidelines.

2.4.2.7.2 Pre-Admission Screening and Resident Review

- A. The Contractor is responsible for reviewing the Level I screen and Level II recommendation and determining if admission to a nursing facility is appropriate regardless of payer source for the nursing facility placement.
- B. The Contractor shall:
 - 1) Follow the requirements of [42 CFR Part 483](#) and MDH's policy, review Pre-Admission Screening and Resident Review (PASRR) requests, including Level I screens and Level II recommendations, and complete the State Mental Health Authority's PASRR determination within three (3) Business Days of a completed request.
 - 2) Communicate the determination to Adult Evaluation and Review Services and the requesting facility.
 - 3) Recommend and authorize specialized BH services to be provided in an approved setting.
 - 4) Maintain a secure site searchable by individual and review date that can be accessed remotely by appropriately privileged BHA staff and designees for the storage, retrieval, and retention of PASRR review determinations and clinical records.
 - 5) Provide annual report of PASRR results and trends.
 - 6) Provide quarterly claims report of BH services paid in nursing facility place of service by Provider and service type.

- 7) Represent MDH in Administrative Hearings arising from PASRR Denials.

2.4.2.7.3 Utilization Management

- A. Utilization Management encompasses prospective, concurrent, and retrospective review (see definitions in [Appendix 1](#)).
- B. The Contractor shall:
 - 1) Have an infrastructure and develop an agreed-upon process for the ASO to notify the BHA-designated staff when an appropriate LOC placement cannot be obtained due to capacity constraints.
 - 2) Develop an annual plan that encompasses all areas of utilization management and, also, specifically include the following activities:
 - a) Agreed-upon resources with which to facilitate LOC placement.
 - b) Trend analysis of capacity constraints and systemic LOC determination constraints.
 - c) Recommendations for capacity expansion and LOC determination process improvements.
 - d) Agreed-upon metrics to ensure adequate patient flow to clinically appropriate step-down LOCs.
 - 3) Submit a “Utilization Management Plan” annually to MDH as well as the results thereof by the end of the first quarter of each Contract Year, including documenting all improvements implemented and corresponding measurable results.

2.4.2.7.4 Clinical Management Quality Assurance

The Contractor shall:

- A. Have a comprehensive clinical QA process that includes:
 - 1) A weekly review of a statistically valid, randomly selected sample of authorizations stratified by service type.
 - 2) Targeted review of impacted authorizations for new process implementations to validate new workflows;
 - 3) Targeted audits of ongoing issues.
 - 4) Implementing a trainee specific audit program of new staff (trainees and those with new skill sets).
- B. Have an error remediation and retraining process.
- C. Have a process to identify, report, and track System corrections through resolution of all impacted areas.
- D. Have an “audit the auditor” process.

- E. Provide monthly, quarterly, and annual quality reporting results to MDH.

2.4.2.7.5 Clinical Management Performance Measures

The Contractor shall:

- A. Complete 100 percent urgent authorizations within one (1) hour, including referrals from the ED to inpatient, 4.0 detox; residential crisis, crisis stabilization, mobile crisis, and SUD residential 3.7 and 3.7WM.
- B. Complete 100 percent SUD residential 3.5, 3.3, ACT/mobile treatment and MH residential rehabilitation within three (3) Business Days.
- C. Complete 100 percent of routine requests, including PRP, within 14 Calendar Days.
- D. Ensure 100 percent compliance with inter-rater clinical team.
- E. Uphold, at minimum, 97 percent of Medical Necessity criteria (MNC) final Denials upon Appeal.

(See **SLA 5** in [Table 3-1](#) of [Section 3.4.2.1](#) for LDs associated with Clinical Management performance.)

2.4.2.8 Quality Management

- A. The Quality Management operations unit is responsible for auditing the Contractor's processes for adherence to the PBHS requirements and all Contract Deliverables. This includes surveying Providers and consumers to evaluate satisfaction with the program.
- B. The Contractor shall:
 - 1) Operate its quality management program in accordance with its "Quality Management Plan" (see, also, [Section 3.1.1.1.6](#)), which shall describe all aspects of its quality management program, include measurable goals and objectives, and address both clinical and non-clinical aspects of care.
 - 2) Submit its Quality Management Plan annually to MDH by the end of the first quarter of each Contract Year.
 - 3) Submit Quality Management Plan annual results to MDH by the end of the first quarter of each following year, including documenting all improvements implemented and corresponding measurable results.
 - 4) Look for opportunities for quality improvement and implement timely corrective action on an ongoing basis.
 - 5) Convene quality oversight committee meetings with key Stakeholders as identified in the Contractor's Quality Management Plan to develop corrective or improved QA policies.
 - 6) Engage with the Consumer Quality Team (CQT) initiative providing support to the LBHAs and to the BHA in meeting the Deliverables of the Contract.
 - 7) Participate in audits of any aspect of its operations as required by and in the timeframes specified by MDH.

- 8) Meet all performance measures as stated within the RFP.

2.4.2.8.1 Evaluation

2.4.2.8.1.1 Provider Experience Survey

The Contractor shall:

- A. Conduct an annual “Provider Experience Survey.”
- B. Submit a written “Provider Experience Survey Plan” to the MDH for written approval within ninety (90) days after the Go-Live Date and by January 1 of each Contract Year thereafter. (MDH reserves the right to require a specific survey tool, survey questions and/or survey methodology and require minimum qualifications for the selection of survey vendor(s) and provide approval of the selected vendor(s).)
- C. Include the following in the plan:
 - 1) Survey and sampling methodology
 - 2) Copy of the survey tool, including the following domains:
 - a) Provider relations and communication
 - b) Authorization processes, including Denials and Appeals
 - c) Customer service and responsiveness
 - 3) Usefulness of technical assistance and training
 - 4) Clarity of policies and procedures
 - 5) Use of data to inform program planning and service delivery
 - 6) Timeliness of claims payment and assistance with claims processing
 - 7) Complaint resolution process
 - 8) Care coordination/case management support
 - 9) Overall Provider satisfaction
- D. Conduct the survey, compile and analyze results, and provide to MDH with a report and action plan to address the results of the Provider Experience Survey and a raw survey data file containing individual Provider responses to all survey questions in a format approved by MDH by July 1 of each Contract Year.

2.4.2.8.1.2 Participant Satisfaction Survey

The Contractor shall:

- A. Submit a written Participant satisfaction survey plan, i.e., “Consumer Perception of Care Survey (CPOC) Plan,” to MDH for written approval within ninety (90) days after initial Contract execution and by January 1 of each Contract Year thereafter. MDH reserves the right to require

minimum qualifications for the selection of survey vendor(s) and provide approval of the selected vendor(s).

- B. Develop and administer an annual CPOC survey to the following BH service populations by June 1 of each year: (1) adult Participants of MH services, (2) adult Participants of substance use services, and (3) parent/caregivers of child and adolescent MH service Participants.
- C. Develop and administer an annual CPOC survey to be developed in collaboration with the Medicaid Division of Children's Services for ABA services.
- D. Obtain a minimum sample of 750 responses for each of the three (3) service populations listed in requirement 'B' of this section.
- E. Use survey tools that contain all items required for federal reporting and other items determined by MDH.
- F. Construct and use a recipient data file and sampling methodology approved by MDH to serve as the basis for the CPOC survey administration.
- G. Provide documentation to MDH detailing the survey sampling, data collection methods, and plan for data analysis and reporting.
- H. Make recommendations and provide documentation to MDH regarding any changes to the survey tools or protocols, including the survey methodology and administration thereof.
- I. Provide annual summary documentation to MDH that includes interviewer training, monitoring/supervision of survey implementation, and quality control mechanisms utilized throughout the survey administration and analysis processes.
- J. Use available technological resources to enhance the accuracy of Participant contact information (i.e., addresses and telephone numbers).
- K. During the annual survey administration, provide MDH with weekly updates on surveys completed for each survey population and by mode of administration (online, mail, or interview).
- L. Produce CPOC survey reports to include a detailed report, an executive summary, and one (1)-page infographic brochures for the adult MH and SUD survey results and for the parents/caregiver (children and adolescent) survey results.
- M. Produce printed and bound copies of the survey reports, including 40 copies of the detailed report, 410 of the executive summary, and 5,000 printed brochures (2,500 for adult MH and SUD and 2,500 for the parent/caregivers of children survey results).
- N. Work with the BHA to obtain Institutional Review Board approval (IRB).
- O. Provide copies of all survey raw data files to MDH upon completion of the survey data collection using a file format approved by MDH.

(For additional information on the CPOC Surveys, visit:

<https://bha.health.maryland.gov/Pages/Consumer-Perception-of-Care-Surveys.aspx>.)

2.4.2.8.1.3 Engagement Center Satisfaction Survey

The Contractor shall:

- A. Develop and administer a “Call Evaluation Survey.”
- B. Record results of positive and negative responses and share monthly with MDH for evaluation of Engagement Center responsiveness.

2.4.2.8.2 Coordination of Care

The Contractor shall:

- A. Perform care coordination with other parties, including MCOs, specifically to evaluate effectiveness of treatment for frequent inpatient service utilizers.
- B. Perform care coordination specifically to evaluate services for high-risk pregnancy populations to support pregnancy and post-partum health.
- C. Perform care coordination for individuals who are court-ordered from State facilities and require assistance in accessing services.
- D. Perform care coordination for individuals who are enrolled in PBHS and have long-term service and support needs.
- E. Manage services to support reduction in avoidable utilization of high intensity services through clinical outreach and intervention directly to Participants and in coordination with Participants’ MCO and/or Primary Care Provider.
- F. Educate the Participants and Providers concerning alternative services to reduce avoidable use of high-intensity services through clinical outreach and intervention directly to Participants and in coordination with the LBHA, other state resources, and community services organizations (e.g., food pantries, housing supports).
- G. Establish protocols to coordinate referrals with appropriate LBHAs, BHA, and MCOs to ensure authorization of appropriate LOC.
- H. Develop measures to promote Participants’ understanding of the importance of clinical care coordination and consent thereto.
- I. Establish Systems and processes to ensure that communication of relevant clinical information takes place as needed for effective care.
- J. Develop data-sharing mechanisms with certain State management Information Systems (see definition in [Appendix 1](#)), including MDH, LTSSMaryland, DORS, and the Maryland State Department of Education (MSDE).

2.4.2.8.2.1 Release of Information (ROI) Process

- A. ROIs allow the State to release authorization and claims data to Participants’ MCOs and coordinate their care with any Provider, primary care or otherwise, as registered on the form. The ROI form, developed by MDH, should be used by all PBHS MH and SUD Providers/programs

when providing SUD treatment. The provision of services cannot be contingent upon, delayed, or denied should the Participant decline to sign the ROI.

B. The Contractor shall:

- 1) Adhere to the confidentiality regulations specific to individuals with SUD in [42 CFR, Part 2](#).
- 2) Design an automated System to capture ROIs that includes a prompt for ROI upon initial authorization request from all Providers participating in the PBHS delivering SUD treatment.
- 3) Collect and store ROI for Participants accessing SUD services within the PBHS regardless of their consent to the release of their SUD services information.
- 4) Revalidate signed ROI forms on a schedule compliant with the federal rules pertaining to ROI with automated reminders to Provider.
- 5) Set the System to share information when the ROI is completed and permit the release of authorizations and claims data to the Participant's MCO.
- 6) Make ROI response easily viewable to all necessary staff and Providers upon selection of the Participant.

2.4.2.8.2.2 Data Link

A. BHA, the Department of Public Safety and Corrections (DPSCS), local detention centers, and LBHAs developed and implemented a data sharing initiative, i.e., Data Link, to promote continuity of care for individuals with serious mental illness who are detained in detention centers or State correctional facilities.

B. The Contractor shall:

- 1) Have the capacity to accept data from the DPSCS on a daily basis, including information about all individuals arrested, booked, detained, incarcerated, or released to the community within the previous 24 hours throughout the State.
- 2) Upon receipt of the daily electronic file transmission, identify Participants on the DPSCS file with a matching PBHS current or historical record and, for the identified individuals, send current PBHS authorization information and Medicaid pharmacy information to local detention centers, LBHAs, LAAs, and DPSCS. Information is uploaded in the DPSCS electronic health system and local detention center medical files where it can be viewed by authorized medical/clinical staff to address medical and MH needs.
- 3) Develop and maintain Data Link Dashboard and provide reports to BHA, LBHAs, and DPSCS quarterly, at a minimum, to assist with coordinating care for the individual while detained and upon release.
- 4) Provide technical assistance to jurisdictions with establishing Data Link, including setting up processes for local detention centers, LBHAs, or DPSCS facilities to receive daily data. Provide technical support to jurisdictions with resolving data transmission problems

by phone or on-site. Follow up with jurisdictions within one to three (1–3) Business Days as problems arise.

- 5) Retain arrest data to conduct data analyses for submission of reports to DPSCS and BHA, maintaining the data in compliance with HIPAA (see definition in [Appendix 1](#)) and all federal and State confidentiality laws.
- 6) Participate in quarterly Data Link subcommittee meetings and provide updates on the project.

2.4.2.8.2.3 Chesapeake Regional Information System for Our Patients (CRISP) Program Notifications

The Contractor shall:

- A. Share its patient roster with CRISP to receive alerts from CRISP when a patient is in the care of an emergency room and/or Hospital.
- B. Notify a Provider—subject to privacy regulations—when a patient from its roster is in acute care.
- C. If the patient does not have an open authorization with a Provider at the time of the emergency room/Hospital visit, then the care management team must provide outreach to the patient to secure an appropriate BH Provider.
- D. Depending on volume, collect data related to somatic/primary care visits for the BH patient roster to support efforts for care coordination.
- E. Evaluate the utilization of CRISP notifications and plan with MDH additional opportunities for intervention, care coordination, and support of patient care.

2.4.2.9 Claims Management

- A. The Claims Management operations unit is responsible for managing claims from intake through final disposition, which includes Provider payment and denial and associated communications. Claims management works collaboratively with other areas to ensure a successful Federal Funding Participation (FFP) process. All claim processing activity incorporates compatible methodologies of the NCCI and State-specific requirements. The Contractor’s claims processing should seamlessly integrate all data in real-time from the functional areas included within the SOW. All subsections below, unless otherwise specified, refer to both Medicaid and non-Medicaid funding sources.
- B. The Contractor shall:
 - 1) Develop and maintain an efficient claims processing System to receive and accurately adjudicate claims in real-time and through batch auto-adjudication for Medically Necessary BH services.
 - 2) Receive Provider-submitted and clearinghouse-submitted claims, adjustments, and related supporting documentation whether through electronic or paper format and in standard or non-standard formats.

- 3) Configure claims adjudication rules to ensure compliance with all BHA and Medicaid policies and industry standard billing rules, including Maryland Medicaid billing Manuals (UB and Professional), CMS regulations, and as otherwise directed.
- 4) Have an automated process for receiving and processing voided and corrected claims.
- 5) Have controls to track and reconcile all claims from any source through post-financial cycle via 835/Provider remittance advice (RA).
- 6) Pay or deny 100 percent of clean claims within 14 Calendar Days of receipt and 100 percent of all claims within 30 Calendar Days of receipt. This measurement is from receipt date to RA.
- 7) Pay claims from correct bank accounts.
- 8) Provide MDH staff with online access to information regarding the Contractor's claims processing System, including edits and criteria.
- 9) Have documented desk procedures and standard operating procedures (SOPs) to resolve claims that:
 - a) Do not auto-adjudicate but pend for manual intervention.
 - b) Do not complete the payment cycle.
 - c) Are flagged for high-dollar review.
- 10) Have reports and documented processes as well as designated staff to monitor pended claims to ensure timely resolution.
- 11) Apply rules specific to Provider type in claims processing.
- 12) Have the ability to report all standard and ad hoc reports by Provider type.
- 13) Support the FFP process by investigation of claims fallout.

2.4.2.9.1 Claims Intake

The Contractor shall accept professional and instructional claims from all of the following sources:

- A. Have a web-based portal that accepts direct data entry of claims in the CMS-1500 or UB-04 (1450) format that:
 - 1) Provides access for claim entry 24 hours a day, seven (7) days a week, 365 days a year.
 - 2) Implements edits that permit only valid data and ensures all required fields are complete.
 - 3) Performs industry standard and Maryland-specific CMS-1500 and UB-04 validation, generating immediate feedback for Provider correction.
 - 4) Delivers immediate Provider feedback for acceptance and identifies data issues.
 - 5) Delivers real-time adjudication results.

- 6) Includes ability to upload attachments, e.g., other coverage explanation of benefits (EOB) and emergency petition documents.
- B. Accept paper claims on standard CMS-1500 and UB-04 forms and:
- 1) Maintain a post office (P.O.) box located in Maryland for paper claim submission.
 - 2) Establish procedures to scan paper claims and create images thereof.
 - 3) Perform standard and Maryland-specific CMS-1500 and UB-04 validation.
 - 4) Accept or deny paper claims lacking required information, with feedback to the Provider on 835/RA.
 - 5) Process for feedback when a claim is for a Provider unknown to the Contractor.
 - 6) Accept nonstandard claims for special programs.
- C. Accept electronic ANSI 837I and ANSI 837P files from Providers and clearinghouses, with the ability to customize intake to identify and include Maryland-specific rules, including—but not limited to—the Maryland billing Manuals.
- D. Accept electronic claims with the capability to:
- 1) Perform initial, validation edit checks on the information submitted on ANSI 837I and ANSI 837P claim files.
 - 2) Be configurable to either accept or reject individual claims within a file based on specific edits.
 - 3) Reject structural Defects on files—with notification to the submitter.
 - 4) Disseminate appropriate response files to submitters within 24 hours—with applicable accept or reject reason—so that the Provider can take corresponding action. At a minimum, the Contractor shall send 999, 277, 277CA, and other HIPAA-compliant response files.
- E. Assign a unique transaction identifier to each claim that indicates the date the claim was received by the Contractor and the input source (paper, electronic media, web portal).
- F. Within 24 hours of each claim's receipt, create its image in standard claim form facsimiles and attachments to reside with each claim, retrievable by appropriate operational areas.
- G. Have demonstrable controls and tracking of all inbound files and claims from any source against all outbound responses, e.g., 835s and RAs.
- 1) Implement a reconciliation process that accounts for all files and claims with documented desk procedures to monitor this process, including fallout resolution.
- H. Recognize, accept, and adjudicate claims with atypical NPIs, unknown Participants, and non-standard claim forms, e.g., Emergency Petition and Brain Injury (BI) Waiver.

2.4.2.9.2 Adjudication

The Contractor's System shall:

- A. Verify and link authorizations to claims to ensure that, when required, authorized services are approved for claims payment. This must include real-time integration between claims adjudication and authorizations for validation of services, dates, calculation of allowable units, decrementing units from authorization.
- B. Have the ability to process:
 - 1) A single claim using multiple authorizations.
 - 2) Multiple services and claims using a single authorization.
- C. Apply immediate updates to records, regardless of data source, for real-time claims adjudication, e.g., category of service and Participant Eligibility updates.
- D. Verify Provider eligibility and information on all claim transactions using multiple claim data elements to identify the appropriate Provider record, e.g., TIN, NPI, and rendering.
- E. Based on each billing Provider's Provider type, require a rendering Provider on the claim.
- F. Identify, distinguish, and report rendering, billing, and pay-to Providers for claims.
- G. Edit rendering Provider information for applicable Provider types, specialties, and enrollment status.
- H. Deny claims when Providers submit with a rendering-only status as the billing Provider.
- I. Verify Participant Eligibility and information on all claim transactions.
 - 1) Apply the various claim data elements to determine the appropriate Eligibility record, e.g. Member unique ID, Medicaid ID, SSN, Name, and DOB.
 - 2) Identify unknown Participants.
- J. Adjudicate Emergency Petition claims for unknown Participants.
- K. With the exception of Emergency Petitions, deny unknown Participant claims with messaging on 835/RA.
- L. Assign fund source to claims based on a hierarchy of configured variables, including (1) assigning different fund sources on a single claim; (2) applying varying fund sources/bank accounts by time in treatment, e.g. SUD residential services, where the Medicaid coverage is time limited and State funds would cover after a variable point in time; and (3) applying varying fund sources/bank accounts within the same claim. e.g., SUD residential services, where the clinical service is Medicaid funded and Room & Board is State funded.
- M. Accept data regarding physician-administered or dispensed drugs, e.g., NDC, including validation, duplicate check, and coverage requirements for both professional and institutional claims.

- N. Adjudicate claims for Participants in LTC, e.g., applying resource shared amount, ensuring correct Provider Type and Provider billing, and specifying service(s).
- O. Apply System edits as established in [Section 2.4.2.1](#), “Systems Configuration.”
- P. Adjudicate fee schedule rates, as appropriate, for rendering or billing Provider, using Provider-type logic.
- Q. Apply service modifier logic for adjudication rules such as rate differentials, combination of service rules, and duplicate edits.
- R. Apply configured hierarchy of denial edits.
- S. Run claims through adjudication steps and apply all reasons a claim is deficient (denied).
- T. Have edits that identify payment-to-charge anomalies that flag claims for review.
- U. Have high-dollar claim flags that prevent release of claim without appropriate signoff(s).
- V. Apply a distinct status to claims at each stage of the process from intake through final status.
- W. Maintain a comprehensive audit trail for claims, e.g., date and time, user identifier, action performed, and claim status.
- X. Apply monthly rates based upon approved encounter claims for the same service month.
- Y. Process encounter services to:
 - 1) Accept services with zero charge amount.
 - 2) Prevent claim payment while completing the standard claim lifecycle.
 - 3) Produce 835/RA for encounters.

2.4.2.9.3 Coordination of Benefits

- A. As Medicaid is the payer of last resort, the BHASO must implement an automated TPL process, which must include supporting manual processes, to only pay for services when Participants have no other available coverage(s) that would pay for the services. The BHASO is not responsible for Medicare balances for dually Eligible recipients, which should follow a Medicare crossover process.
- B. The Contractor shall:
 - 1) Configure its System to deny Medicare crossover claims with a specific denial message explaining this to be a crossover claim on the 835/RA.
 - 2) Configure its System to recognize and act upon commercial TPL coverage regardless of TPL information source, e.g., claim, MMIS, or Contractor System.
 - 3) Configure its System to pay as secondary when claims are submitted with (1) the primary coverage EOB or (2) the primary payment indicated on the claim.
 - 4) When TPL on claims are not in MMIS, set up a notification process to inform MDH of the other coverage available to the Participant.

- 5) Configure its System and implement supporting processes to pay as primary when:
 - a) Claims are submitted with a Medicare or Commercial EOB showing benefits exhausted and all subsequent claims must be paid without requiring the EOB.
 - b) Claims are submitted for services covered under the PBHS but not covered by Medicare/Commercial, e.g., Psychiatric Rehabilitation Service.
- 6) Be responsible for overpaid claims resulting from uncollected TPL where the failure to cost avoid or otherwise collect TPL funds is within its control.
- 7) Not be responsible for subrogation investigation but must possess the ability to reprocess claims under the direction of MDH regarding subrogation.

2.4.2.9.4 Adjustments

The Contractor's System shall:

- A. Perform automated, electronic mass adjustments processed in a batch format as well as manual adjustments when retroactive information occurs, e.g. rate update, Provider information changes, Participant Eligibility changes (applying hierarchal Eligibility rules), System configuration, or any other change to reprocess claims, ensuring correct Provider payment or denial.
- B. Perform mass adjustments on both large scales and by individual Provider or Participant.
- C. Be able to pay rates above Provider-submitted charges for retro-rate changes.
- D. Track mass adjustments and associated parameters and show audit trails with details available for analysis and breakdown by dimensions such as Participant, Provider, and service.
- E. Adjust claims when it is subsequently found that the claim was paid or denied in error.
- F. Perform statistical adjustments without impacting payments (see [Section 2.4.2.10.3](#), Claims Financial Cycle).
- G. Require the reason for adjustments such that the System will generate reason codes to explain the adjusted claims—for both reversal and reprocessed—and include the information on corresponding 835s/RAs.

2.4.2.9.5 Claims Management Quality Assurance

The Contractor shall:

- A. Have a comprehensive claims QA process that includes:
 - 1) A weekly review of a statistically valid, randomly selected sample containing at least 400 claims for every 100,000 processed.
 - 2) Targeted audits on a statistically valid, randomly selected sample of the new processes and implementations.
 - 3) Weekly targeted audits using data, prior audit results, and known issues to identify.

- 4) A weekly audit of a statistically valid, randomly selected sample of claims that were manually processed separately from the general random weekly audit.
 - 5) A trainee-specific audit program of new staff (trainees and those with new skill sets) with varying percentages of claims audited as trainees progress.
 - 6) Pre-payment audits of 100 percent of high dollar claims—with an approval signoff hierarchy workflow.
 - 7) A weekly audit of a statistically valid, randomly selected sample of denied claims.
 - 8) An error remediation and retraining process.
- B. Have a process to identify, report, and track System corrections through resolution of all impacted areas.
- C. Have an “audit the auditor” process.
- D. Provide monthly, quarterly, and annual quality reporting results to MDH that include the:
- 1) Overall accuracy rate – ratio of the number of claims/units processed accurately, without procedural or financial errors, to the total number of claims/units processed.
 - 2) Payment accuracy – ratio of the number of claims/units paid accurately to the total number of claims/units processed.
 - 3) Dollar accuracy – ratio of dollars paid accurately to dollars paid.

2.4.2.9.6 Claims Management Performance Measures

The Contractor shall:

- A. Pay or deny 100 percent of all clean electronic claims regardless of intake method within 14 Calendar Days of receipt (measurement is from claim receipt date to Provider notification date.)
- B. Pay or deny 100 percent of all claims within 30 Calendar Days (measurement is from claim receipt date to Provider notification date).
- C. Maintain an overall Claims Accuracy Rate (see definition in [Appendix 1](#)) of at least 98 percent.
- D. Maintain an overall Financial Accuracy Rate (see definition in [Appendix 1](#)) of at least 99 percent.
- E. Deliver appropriate response files to ANSI 837 submitters within one (1) Business Day of receipt, with applicable accept or reject reason so that Providers may take corresponding action.
- F. Track and reconcile 100 percent of daily claim receipts, from source through finalization, with notification to Provider that ensures all claims are accounted for.
- G. Receive and utilize the Eligibility decision date in the adjudication of claims for retroactively Eligible Participants so that claims meet the timely filing limits when they are submitted within 12 months of the decision date or notice of Eligibility.

(See **SLAs 6 and 7** in [Table 3-1](#) of [Section 3.4.2.1](#) for LDs associated with Claims Management performance.)

2.4.2.10 Financial Management

The Financial Management operations unit is responsible for all financial activities to support the PBHS. This includes setting up and managing associated bank accounts, the claims payment process through communication to the Provider via 835 or RA, and overpayment recovery.

2.4.2.10.1 Fiscal Management

The Contractor shall:

- A. Under the direction of the Chief Financial Officer (CFO), ensure its financial staff support, work with, and make recommendations to the Department for fiscal planning and control.
- B. Track and trend claims payment reports to present financial activity analyses, highlighting anomalies in data and results, e.g., changes in utilization, denials, and expenditures.
- C. Produce monthly financial reports and submit them to MDH on a schedule approved by the State during implementation:
 - 1) “Bank Reconciliation Report” – end-of-month reconciliation of each checking account, including a list of outstanding checks.
 - 2) “Service Category Report” – payment made during the month by funding source, service category, and service FY.
 - 3) “Financial Adjustment Report” – supports “Draw Down Report” and is generated an agreed-upon format, e.g., “Negative Balance Report” and “Recovery/Refunds Report.”
 - 4) Support MDH in cost projection activities for services, including claim lag reporting.
- D. Provide reports to assist State auditors in determining Provider costs and establishing a basis for cost settlements.
- E. Have written procedures to perform Provider cost settlements across appropriate operational areas.
- F. Support Provider Appeals by providing a financial history of claims, along with any adjustments to the Provider's account resulting from an Appeal.

2.4.2.10.2 Accounts Payable

The Contractor shall:

- A. Establish required bank accounts, e.g., Medicaid and State.
- B. Receive electronic funding to bank accounts for claims payment
- C. Establish electronic funds transfer (EFT) processes for payments to Providers.
- D. Produce and mail paper checks along with the RA for Providers unable to accept EFT and, as applicable, provide support and education to Providers to encourage movement to accepting EFT.
- E. Issue Internal Revenue Service (IRS) 1099 forms within the federal timeliness guidelines.

- F. Establish a process to ensure Provider W-9 forms are updated to match the information on the 1099 files.

2.4.2.10.3 Claims Financial Cycle

- A. The claims financial cycle includes all claims that are approved or denied for payment or reversed.
- B. The Contractor shall:
- 1) Include a claims financial process that identifies appropriate funding sources and applies all relevant edit checks.
 - 2) Automatically pay claims from multiple bank accounts/funding sources on a single claim (different services).
 - 3) Have the ability to automatically calculate and pay tiered prompt pay interest penalties through a separate ASO bank account.
 - 4) Reconcile claims between the Medicaid and State bank accounts from which Providers are reimbursed to ensure that only Medicaid services for Medicaid-covered individuals are paid and that State-only services or Medicaid-covered services rendered to uninsured individuals are drawn from the State bank account.
 - 5) Post claims to identify the final adjudication record(s), e.g., reversals, payments, and denials, to be included in the next scheduled payment run.
 - 6) Make, at a minimum, weekly payments to Providers, with the ability to produce ad hoc payments as necessary and consistent with requirements of MDH, including EFT and paper check payments.
 - 7) Allow ad hoc payment runs that have distinct parameters from the weekly schedule that may limit or include claims by various requirements, e.g., Provider type and date of service.
 - 8) Exclude claims transactions from the payment disbursement process when no financial impact to the Provider, e.g., statistical adjustments.
 - 9) Generate 835s and RAs customized with State-specific data fields for each Provider in electronic or, if requested by the Provider, paper format. The Provider should receive a single 835/RA by bank account that includes all claims in the week's payment run, including claims paid, denied, or reversed.
 - 10) Apply applicable CARC and RARC for claims adjudication results.
 - 11) Adjudicate and finalize claims without releasing payment from Providers for whom MDH has imposed a pay-hold direction.
 - 12) Ensure all claim payments are accurate and complete with supporting reports and documented processes to address fallout and discrepancies.
 - 13) Produce financial reports for each payment run in a format and on a schedule to be approved by the State during implementation:

- a) “Service Category Report” – claims paid report by bank account, service category, and service FY.
- b) “Detail Check Register” – separate listing of the payment made to Providers for each bank account.
- c) “Draw-Down Report” – separate weekly requests for reimbursement for each bank account by jurisdiction and service FY.
- d) “Funding Statement Report” – by each bank account by check date and payment type (paper check versus EFT).
- e) “Financial Adjustment Reports” – that support Draw-Down Report, in an agreed-upon format, e.g., Negative Balance Report and Recovery/Refunds.

2.4.2.10.4 Overpayment, Recoveries, and Recoupment

The Contractor shall:

- A. Have a process in place to manage overpayments and track existing overpayment balances by age, dollar amounts, and Provider impact to support recovery activities.
- B. Have a documented overpayment recovery process that includes:
 - 1) Provider outreach, recovery letters, State notification, and reporting.
 - 2) Controls to receive and process paper checks.
 - 3) Ability to accept and apply EFT refunds.
- C. Have the ability to accept and process all payments—including amounts less or greater than the balance owed, including refunding excess to Provider.
- D. Have a claim System that tracks and displays when claim amounts:
 - 1) Offset an overpayment/negative balance.
 - 2) Contribute to a negative balance.
- E. Track and display on the claim record the amount used to offset an overpayment/negative balance or the amount that contributed to a negative balance.
- F. Have written procedures to perform Provider negative balance repayment plan across appropriate operational areas.
- G. Be liable for incorrectly paid claims in all cases in which the Contractor’s actions were solely responsible.
 - 1) Contractor liability for Provider claims shall be imposed in all instances in which the Contractor makes an incorrect payment as a result of failing to adhere to the requirements of the Contract.
 - 2) Contractor liability for Provider claims shall be imposed for failure to recover the payment from the Provider within 12 months of the overpayment discovery date, including when the Contractor:

- a) Pays a claim for a Provider who is a non-Eligible Provider or who does not have an active Provider number in the MMIS.
- b) Makes an erroneous Participant Eligibility determination and pays a claim for which the Participant is not Eligible.
- c) Denies disputed claims that it has not resolved, which results in a failure to enter them into MMIS in time for processing within federal timely filing edits.
- d) Pays an incorrect amount for a claim.
- e) Pays claims when the service is not applicable to the specific Provider type.

2.4.2.10.5 Financial Management Quality Assurance

The Contractor shall:

- A. Have a comprehensive financial QA process that includes:
 - 1) Weekly audit procedures to monitor overpayment recovery process against established SOPs.
 - 2) Weekly audit procedures to monitor paper check receipts against established SOPs.
 - 3) Random sampling of weekly financial activity.
 - 4) Report validation.
- B. Have an error remediation and re-training process.
- C. Have a process to identify, report, and track System corrections through resolution of all impacted areas.
- D. Have an “audit the auditor” process.
- E. Provide monthly, quarterly, and annual quality reporting results to MDH.

2.4.2.10.6 Financial Management Performance Measures

The Contractor shall:

- A. Apply all Provider recoupment/recover checks to the Providers’ accounts within 14 Calendar Days of receipt and report back to Providers on their 835/RA in the next schedule payment run.
- B. Produce 835s/RAs for 100 percent of claims in a payment run.
- C. Deliver or make Available 100 percent of claims payments to Providers within the same week as the payment run.

2.4.2.11 Federal Funding Participation Management

The successful submission of claims to the Federal Government for reimbursement begins with the Contractor’s accurate and timely submission of claims to Maryland’s MMIS. It is essential that the Contractor submit all Eligible claims, respond to errors timely, and ensure accurate maximization of the State’s reimbursement.

2.4.2.11.1 Federal Funding Participation (FFP) Management Process

The Contractor shall:

- A. Electronically submit Medicaid Eligible claims to MDH for purposes of drawing down federal funds using MDH's Maryland Medicaid Electronic Exchange (MMEE) web portal (see **Exhibit 9 – Maryland Medicaid Electronic Exchange** in this solicitation's procurement library located on [eMMA](#)).
- B. Electronically submit all Eligible paid claims to MMIS within seven (7) Business Days of the date the claim was paid by the Contractor using the ANSI 837I or ANSI 837P formats.
- C. Incorporate the crosswalk of service codes for submission to MMIS.
- D. Prohibit unnecessary and inappropriate submission of claims to MMIS, including:
 - 1) Claims from Providers who are currently on pay-hold.
 - 2) Contractor-denied claims.
 - 3) Non-Medicaid claims:
 - a) For Participants in State-only benefits/programs/funds.
 - b) For State-funded services rendered to Medicaid or uninsured Participants.
 - 4) Resubmitting claims prior to voiding previously paid claims.
 - 5) Duplicate claims or duplicate submissions.
- E. Electronically retrieve and automatically process payment advice files from the Department within 24 hours of Availability on the portal.
- F. Establish a team of SMEs from cross-functional operations departments, including Provider Maintenance, Participant Eligibility, Clinical, Claims, and Finance teams to work and resolve errors and discrepancies from 835 response files.
- G. Maintain documentation of efforts to finalize claims requiring MMIS research and resolution.
- H. Be responsible for uncollected FFP under the Contract where the failure to collect those funds is within its control.
- I. Develop weekly and cumulative detail reports and Dashboard reports to track claims submitted for payment by the Contractor to MMIS, claims denied by MMIS, and discrepant payment amounts in accordance with MDH approval.
- J. Produce monthly FFP status reports with breakdown.
- K. Void and resubmit claims to MMIS when appropriate, including accurate timing of voids and resubmission activities.
- L. Tag each claim with its FFP-related status as it moves through the FFP process from submission to approval, including interim results (denial, discrepant, void, etc.).

- M. With the approval of MDH, flag claims to be excluded from the Contractor timely filing performance metric with the reason for exclusion.
- N. Have an automated process to resubmit in bulk, like denials as resolutions determined.
- O. Have an automated process to be able to submit voids and then resubmit in bulk for discrepant issues.
- P. Ensure claims are submitted using the most appropriate iteration/status.

2.4.2.11.2 Federal Funding Participation (FFP) Management Performance Measure

The Contractor shall:

- A. Submit 100 percent of Eligible paid claims to MMIS within seven (7) Business Days of the date the claim was paid by Contractor.
- B. Maintain a minimum of a 98-percent first-pass acceptance rate from MMIS per file submission.
- C. Achieve a 100-percent acceptance rate within 90 Calendar Days of claim payment date.
- D. Attain resolution of 100 percent of discrepant payments within 90 Calendar Days of claim payment date.
- E. If unable to resolve a denial or discrepancy, notify the State in writing within 30 Calendar Days of error notification on 835.
- F. Prohibit unnecessary and inappropriate submission of claims to MMIS.
- G. Be responsible for uncollected FFP under the Contract where the failure to collect those funds is within its control.

(See **SLA 8** in [Table 3-1](#) of [Section 3.4.2.1](#) for LDs associated with FFP Management performance.)

2.4.2.12 Audits and Program Integrity

- A. The Contractor audit program includes the auditing of Providers as well as internally auditing of all operational areas.
- B. The Contractor shall:
 - 1) Implement an “audit the auditor” process for all operational areas.
 - 2) Perform weekly audits of all auditors.

2.4.2.12.1 Provider Audits

The Contractor shall:

- A. Have a compliance officer/Director of Compliance leading a team under a Program Integrity Unit staffed to fulfill a range of robust auditing activities, including the minimum 425 Provider audits as well as the additional audit needs identified related to unusual activity.

- B. Perform the minimum of 425 PBHS Provider audits stratified to include statistically significant samples from ABA services and Health Home programs, each staffed at a ratio team commensurate with the volume of all the compliance activities necessary to fulfill this requirement.
- C. Develop an annual audit plan to identify conditions under which Providers are selected for audit. Selection must be across Provider types and service categories, using algorithms and other data mining techniques against recent authorizations and claims, e.g., Provider billing for services from a community Provider overlapping an LTC span for that individual. The Contractor shall include the ability to accommodate specific MDH audit requests.
- D. Perform both desk and on-site audits and other reviews of clinical and billing records to ensure that only Medically Necessary authorized services are funded by the PBHS or the Medicaid program.
- E. For uninsured individuals, include audit of Provider's documentation that substantiates uninsured eligibility, e.g., paystubs or tax return to support poverty level compliance.
- F. Develop and implement MDH-approved audit tools, protocols, and processes for evaluating program integrity and prevent FWA of public funding.
- G. Investigate the Participant response from the semi-annual EOB distribution and take appropriate action.
- H. Evaluate the quality of Provider assessments, diagnosis, treatment planning, and service delivery and highlight to the Provider practices that promote recovery, resiliency, and self-determination of Participants.
- I. Develop, analyze, and provide reports to identify suspicious Provider billing activity with recommendations to BHA.
- J. Identify unusual service utilization and billing outliers and recommend appropriate compliance and other appropriate action, which could include reporting false claims, Fraud, or Abuse (see definitions in [Appendix 1](#)).
- K. Ensure inter-rater reliability among auditors performing these functions.
- L. Establish an audit accuracy program.
- M. Take appropriate action based on final letters of determination such as:
 - 1) At the direction of MDH, retracting payments of funds identified as not allowable during the audit.
 - 2) When appropriate and at the direction of MDH, establishing payment plans with Providers to recoup the payments in a manner that does not destabilize service delivery.
 - 3) Collaborate with the LBHAs to develop a "Provider Performance Improvement Plan" (PPIP).
- N. Track all activities related to audits from beginning through conclusion of the actions required (e.g., recoupment, PPIP, other), with documentation retained for future appeals.

- O. Maintain all audit-related documentation Available for download for a minimum of seven (7) years from the Contract termination date.
- P. Prepare and deliver documents needed to pursue appropriate legal action to support MDH compliance activities within 90 Calendar Days of completing the Provider audit.
- Q. Gather and prepare all necessary documentation for audit hearings.
- R. Provide, during and post-Contract, audit experts as witnesses for all audit testimony and hearings.
- S. Semi-annually publish to its website, a common audit findings summary, Available for Provider review and education.
- T. Report and review all activities listed above (i.e., items ‘B–S’ of this section) with MDH in the monthly data mining meeting.
- U. Track and report, by Participant, on a monthly basis all services rendered to that individual to monitor for combination of service aberrations, such as services rendered in excess of Medical Necessity based on diagnosis.
- V. Have a System that supports Payment Error Rate Measurement (PERM) processing in compliance with CMS quarterly claims sample frequency requirements as directed by the State.

2.4.2.12.2 Audit the Auditor Quality Measure

The Contractor shall:

- A. Have a comprehensive audit QA process that includes:
 - 1) An “audit the auditor” process for all operational areas with a weekly review of audits using a statistically valid, randomly selected sample achieving a 95 percent confidence rate; minimum review of five (5) per auditor per operational area.
 - 2) Review of disputed audits that were not upheld.
- B. Have an error remediation and re-training process.
- C. Have a process to identify, report, and track System corrections through resolution of all impacted areas.
- D. Provide monthly, quarterly, and annual quality reporting results to MDH.
- E. Track quality results monthly and review with MDH quarterly as part of the Contractor’s QA plan.

2.4.2.12.3 Audits and Program Integrity Performance Measures

The Contractor shall:

- A. Complete a minimum of 425 documented audits per Calendar Year (CY; see definition in [Appendix 1](#)), including follow-up activities within 45 Business Days of each audit completion.
- B. Achieve an annual audit error rate below one (1) percent for Provider audits.

- C. Complete 100 percent of audit-related claim retractions within 30 Business Days of MDH notification.
- D. Uphold and ensure the accuracy of 100 percent of errors identified by auditors, as tracked through the operational area audit-the-auditor process, through the operational dispute process.

(See SLA 9 in [Table 3-1](#) of [Section 3.4.2.1](#) for LDs associated with audits and program integrity performance.)

2.4.2.13 Operational Information Technology

Operational IT represents the collaboration across all operational departments and functions to ensure the ongoing Availability, accuracy, updates to, and maintenance of internal Systems and outward-facing portals and websites.

2.4.2.13.1 System Maintenance

The Contractor shall:

- A. Perform software maintenance, applying all necessary updates and patches to maintain System currency.
- B. Perform System changes for every System component as requested by MDH and as follows for the various types of maintenance support:
 - 1) Activities necessary to provide continuous effective and efficient operation of the Contractor's System, keeping it ready and fit to perform at the standard and condition for which it was approved.
 - 2) Activities necessary to ensure that all data, files, and programs are current or per System requirements.
 - 3) Activities related to file growth and partitioning, with no archiving of records.
 - 4) LAN administration and maintenance to ensure performance standards are met.
 - 5) Maintenance of current, Department-approved versions of licensed software and accommodation of reasonable changes of up to ten (10) percent in the number of users.
 - 6) Maintenance of the integrity and confidentiality of all personal health information (PHI) to the highest/most restrictive State and federal laws and regulations and State data security standards.
 - 7) File maintenance activities for updates to all files.
 - 8) Scheduling ongoing tasks to ensure System tuning, performance, response time, database stability, and processing during hours least disruptive to users accessing the System.
 - 9) Adherence to System parameters, including the frequency, number, and media type of reports.
- C. Perform ongoing monitoring of System processes to ensure all functions are operating as required.

- D. Have a notification process to alert users of completed and incomplete System jobs and a process to resolve incomplete jobs, including notification of completion—both successful and unsuccessful, and have an assigned owner for monitoring.

2.4.2.13.2 System Update Process

The Contractor shall:

- A. Under the direction of its CIO, have an IT team working in conjunction with the Maryland operational SMEs who are responsible for implementing and maintaining all System abilities defined within this RFP, including future projects as well as all Enhancements.
- B. Maintain staffing levels to be able to accomplish all IT Deliverables within performance measures.
- C. Make software changes, as directed by MDH, when MDH determines that additional requirements need to be met or that a change to existing file structures or current processing is needed. These changes include:
1. Implementation of System capabilities not specified in this RFP but later identified as necessary by MDH to administer PBHS services at any time during the Contract term.
 2. Implementation of edits and audits not defined in the operational System.
 3. Changes to screens or files formats, such as sort sequence or new data elements.
 4. Acceptance of a new input form.
- D. Categorize and deploy all System updates successfully, in collaboration with MDH, according to [Section 3.1.1.1.16](#) and the following:
1. Defects – System bugs or deficiencies, such as when the System produces results that are not consistent with requirements:
 - a. Provide a documented workaround to MDH with impact and Defect level within three (3) Business Days.
 - b. For non-security Defects, determine the Defect deployment date, in collaboration with MDH, within the appropriate timeframe as prescribed for each Defect level:
 - i. P1 – Urgent: two (2) weeks from date identification
 - ii. P2 – High: six (6) weeks from date identification
 - iii. P3 – Moderate: three (3) months from date identification
 - iv. P4 – Cosmetic: six (6) months from date identification
 - c. For security vulnerabilities, prioritize and remediate based on threat intelligence, compensating controls, and other factors to ensure that vulnerabilities are addressed in appropriate timeframes:
 - i. Low-risk vulnerabilities for low Systems: 90 Calendar Days

- ii. Low-risk vulnerabilities for moderate Systems and moderate-risk vulnerabilities for low Systems: 60 Calendar Days
 - iii. Low-risk vulnerabilities for high Systems, moderate-risk vulnerabilities for moderate Systems, and high-risk vulnerabilities for low Systems: 30 Calendar Days
 - iv. Moderate- and high-risk vulnerabilities for high Systems, high-risk vulnerabilities for moderate Systems, and all critical vulnerabilities regardless of System classification: 15 Calendar Days
 - v. **Note:** These timeframes may also be modified as appropriate based on the impact level of the System, vulnerability, compensating controls, and likelihood of exploits. Plans of action and milestones (POA&M) must be created to track confirmed System scan vulnerabilities. (See the [State of Maryland Information Technology Security Manual](#) for additional information.)
 - d. Perform all Defect correction activities at no cost to MDH.
 - 2. Enhancements – System modifications deemed necessary by MDH that are not Defects.
 - a. Route Enhancements request through the Change Control Workgroup (CCW) to obtain approval for project requirements and design.
 - b. Have a scheduled deployment date that is mutually agreed upon between MDH and the Contractor and does not to exceed six (6) months from the time of approval.
 - c. Most System Enhancements are not expected to result in additional cost to MDH, but for items that may be considered for additional payment, Contract Monitor approval shall be required prior to Work Order (see definition in [Appendix 1](#)) execution. (See [Section 2.4.3](#) for projected, costed System Enhancements.)
 - 3. Routine Maintenance (see definition in [Appendix 1](#)) – updates to tables including:
 - a. Edit disposition parameter changes for established edit or audit criteria.
 - b. New value and change additions to existing System tables.
 - c. Fee schedules.
- E. Perform Routine Maintenance activities as necessary to support all functions according to Contractor’s established schedule and as needed per MDH.
- F. Implement a change management process that provides a mechanism to request, evaluate, prioritize, and coordinate System changes. System changes can be defined as Defects or Enhancements. A Defect or Enhancement may be identified by MDH, a System user, or the Contractor.
- G. Have a tracking System for all Defects and Enhancements that meets all security requirements. The tracking System must include a tracking number, title, short description, System(s) or component(s) impacted, resolution, reported by, date reported, assigned developer, target

implementation date, hours breakdown by resource type (e.g. business analyst, developer, tester, etc.), cost (if appropriate), priority, deployed date, and other information as agreed upon with MDH.

- H. Provide access and training to specified MDH staff to the tracking System.
- I. Lead a cross-functional call weekly—or less frequently as contract matures—coordinated by the Operations Director that includes Defects and Enhancements discussion and their prioritization and deployment dates.
- J. Thoroughly test all Defects and Enhancements and provide documentation to MDH demonstrating the changes.
- K. Provide release notes to MDH prior to turning over to MDH for testing.
- L. Provide MDH staff access to applicable test areas, including:
 - 1. Area that replicates current production environment.
 - 2. Defect and Enhancement test environment.
 - 3. Any other release test environments.
- M. Provide MDH with the tools needed to support testing.
- N. Have comprehensive regression testing processes that tests the impact of all changes to the existing Systems and each operational area and share testing result summaries with MDH prior to deploying the changes.
- O. Provide monthly—or more frequently as requested by MDH—a report of the status of Defects and Enhancements, including the relevant information from the tracking System.

2.4.2.13.3 System Abilities

- A. The Contractor's System will have the ability to perform all necessary functions as stipulated below as well as detailed throughout the RFP.
- B. The Contractor shall implement, operate, and maintain a robust IT solution that meets or exceeds the technological requirements of the Contract and is Available twenty-four (24) hours a day, seven (7) days a week, three-hundred-and-sixty-five (365) days a year for both production and non-production environments, except during MDH-approved downtime. (See **SLA 18** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LDs.)
- C. The Contractor's System shall:
 - 1) Perform all functions necessary to operate the PBHS, including:
 - a) Participant Eligibility
 - b) Provider enrollment
 - c) Service authorization/registration
 - d) Claims submission

- e) Response file tracking for federal funds reimbursement
 - f) Claims processing/payment
- 2) Be the primary tool utilized by the Contractor to capture and store data to manage all PBHS processes. Data collected must be Available to monitor all System functions, including:
- a) Participant Eligibility
 - b) Service authorization/registration and related information
 - c) Provider network
 - d) Claims processing, payment, and federal funds reimbursement
 - e) Service utilization and expenditure by funding sources (i.e., Medicaid, Medicaid State funded, non-Medicaid, uninsured, and grant funded)
 - f) Identification of Providers at risk for committing FWA so that audits can be targeted to areas of greatest concern
 - g) Algorithms for identification of high cost/high need utilization patterns
 - h) Quality and outcome reporting
- 3) Retrieve and process files from the Department's MMIS, including:
- a) Daily Medicaid Provider files (see [Section 2.4.2.5.1](#) for Medicaid and ABA Behavioral Provider requirements)
 - b) Daily Participant Eligibility and TPL (see [Section 2.4.2.6.1](#) for Medicaid Participant requirements)
 - c) FFP 835 files (see [Section 2.4.2.11](#) for FFP Management requirements)
- 4) Track and maintain all additions, updates and deletes, recording dates, times, users, and System process identifiers.
- 5) When the System initiates a process, note the process identifier with the modified records.
- 6) When a user initiates a process, note the process identifier and the user identifier with the modified records.
- 7) When a user manually modifies a record, note the user identifier with the modified records.
- 8) Maintain all historical data with the ability to incorporate historical information when processing adjustments.
- 9) Have the ability to implement changes by effective date, service date, and processing date.

- 10) Electronically incorporate and integrate historical (18 months of data) PBHS claims, authorizations, and outstanding Medicaid FFP.
- 11) Have the capacity to expand Provider types enrolled as determined by MDH/BHA.
- 12) Use a table-driven approach, when applicable, to add new values to tables without requiring programming changes. Examples of data elements include Eligibility coverage groups and Provider specialty.
- 13) Have the ability to reverse and reprocess a paid or denied claim and ensure that both the reversal and reprocess complete-the payment process together.
- 14) When reversing paid claims, have the ability to not apply adjudication rules to the reversal, allowing the negative line to complete the payment process as a mirror image of the original.
- 15) Be able to vary timely filing rules, e.g., take Participant Eligibility redetermination date into consideration in the calculation and different timely filing limit for TPL secondary claims.
- 16) Maintain an audit trail of all information changes, including errors in changes and status, e.g., Provider enrollment (pend, active, suspended, terminated) changes.
- 17) Archive all System versions and update transactions.
- 18) Maintain date sensitive parameters for all processes accessing the information
- 19) Continuously maintain from claim intake a comprehensive claim audit trail for each claim, e.g., date and time, user identifier, action performed, claims status, etc., including:
 - a) Logging edits made to the claim and retaining transaction history to support claims processing, reporting, customer service, Appeals, audits, and other uses.
 - b) Specific claim adjustment statuses, e.g., provider voids, corrected claim submissions, ASO-initiated adjustments, and statistical adjustments.
 - c) Supporting the Provider Appeals process by providing a financial history of claims along with any adjustments to Providers' accounts resulting from an Appeal.
 - d) Providing online user viewing and reporting.
- 20) Have the ability to apply mass updates based on the release of updates to all applicable code sets, including NCCI, ICD-10, HCPCS, and American National Standards Institute (ANSI) X12.
- 21) Integrate all data sources so that changes made within any record, such as Provider or Participant, will be immediately Available within all applications, e.g., claims adjudication and authorizations.
- 22) Store, as applicable, multiple web addresses/public email contacts by type of communication for a Provider.

2.4.2.13.4 Website

The Contractor shall:

- A. Develop and maintain a user-friendly, keyword-searchable website for Providers, containing separate pages of information that are updated monthly and as changes are made (see [Section 2.4.2.3](#)). The site shall contain the following:
 - 1) All appropriate links to MDH, other agency and LBHA websites, and any other information source deemed relevant for Providers and Participants.
 - 2) All appropriate Contractor-maintained Manuals, guides, FAQs, training aides, and any other information deemed relevant for Providers and Participants.
 - 3) Date and time stamp of each change/posting.
- B. Make forms contained on the website Available for downloading.
- C. Create and maintain a state-of-the-art communication System for Providers that is able to:
 - 1) Identify and target messages to specific Provider types as well as Providers in specific geographical areas (i.e., zip code level).
 - 2) Ensure content is searchable by dates and tags/keywords.
 - 3) Store/Archive all historical source documents, e.g., Provider alerts and MDH transmittals.

2.4.2.13.5 Portal

- A. The Contractor shall:
 1. Develop and maintain a Maryland-specific Provider portal that is Available 24 hours a day, seven (7) days a week, 365 days a year and accessible from the website into the Contractor's System, providing the ability for Providers to:
 - a. Check Participant Eligibility.
 - b. Register non-Medicaid recipients as uninsured PBHS Participants.
 - c. Register Participants for State-funded problem gambling services.
 - d. Submit and view authorizations and registrations for services, including ability for Provider to edit requests prior to authorization status determination.
 - e. Submit and view professional and institutional claims, including attachments.
 - f. Save an initiated authorization request as a draft to complete and submit at a later time.
 - g. View RAs associated with each claim.
 - h. Submit ANSI 837 files and receive response files.

2. Establish and manage a secure portal for Providers to register after they have been either (1) enrolled by Medicaid (Medicaid Provider) or (2) licensed under the BHA (non-Medicaid Provider types).
 3. Grant and maintain ongoing controlled, individualized guest access, with attestation of Participant consent, to approximately 75 identified DORS counselors Statewide in order for identified DORS counselors to verify, view, and print DORS referrals and Applications and view and print SE authorizations and SE authorization dispositions.
- B. The Contractor's web-based portal shall:
1. Display Provider's configuration information with the ability to:
 - a. Upload documents, e.g., updated certification, W-9, etc. (see [Section 2.4.2.5.3](#) for Provider maintenance requirements).
 - b. Make allowed updates.
 - c. Submit inquiries, including document upload, e.g., spreadsheets (see [Section 2.4.2.2](#) for additional inquiry requirements)
 2. Identify the required intake data fields that Providers must complete, e.g., authorizations, claims, uninsured forms, and validate the information entered upon submission.
 3. Require Providers to enter and maintain current web address/public email contact as mutually agreed-upon between MDH and the Contractor.
 4. As part of Provider registration, include required fields to capture veteran status and experience working with veterans.
 5. Include the capability for Providers to send inquiries with attached documentation. When this function is utilized, the System must:
 - a. Create an inquiry number in the CRM.
 - b. Upon submission, display the inquiry number for Provider tracking.
 6. Securely make Provider-specific reports Available based on Providers' role-based access.
 7. Have the ability to accept documentation related to Grievances and Appeals, track the submission and process dates, and document the outcomes.
 8. Within the single point of entry for Providers, provide controlled, role-based access for authorized non-Providers, including about 75 DORS counselors for whom a valid attestation of Participant exists in order to use the System to:
 - a. Submit DORS Applications.
 - b. Make referrals from the Providers to DORS.
 - c. Determine Eligibility for SE services in the PBHS and DORS.
 - d. Verify, view, and print DORS referrals and Applications.

- e. Review all services received by identified Participants.
 - f. View and print SE authorizations and SE authorization dispositions.
9. Within the single point of entry for Providers, provide access for authorized non-Providers to use the System for application submission, referral, and Eligibility determination for Participants and Providers requesting SE services in the PBHS and DORS.
 10. Have an automated, uninsured Application process that has requirements provided by the Department that:
 - a. Verifies the individual.
 - b. If approved, updates the System.
 - c. If not approved, follows the exception process.
 11. Have an automated problem gambling process approved by the Department.
 12. Have a directory profile page for the provider to enter information specifically for the directory allowing an “Opt Out” of the directory option.

2.4.2.13.6 Clinical

The Contractor’s System shall:

- A. Assign a unique, System-generated authorization number to each authorization request.
- B. Track and display authorization requests, including all Provider-submitted information, e.g., data capture forms, DLA-20 questionnaire, and gambling form.
- C. Assign a unique identifiers for an episodes of care that link and track initial, concurrent requests and discharges.
- D. Disallow duplicate and overlapping authorization requests for services which may not be obtained during the same time period.
- E. Notify Providers on original authorizations when Participants change Providers causing an adjustment or different end dates to original authorizations.
- F. Track and display Provider requested units, units approved, units used, remaining units available, and the associated claims that decremented the authorizations.
- G. Immediately process all authorization requests, including auto-approval/Denial of certain LOC requests, with real-time feedback to the Provider.
- H. Allow the Contractor or any other approving entity to make notes within authorization requests that are viewable by the requesting Provider.
- I. Communicate with requesting Providers regarding authorization requests for missing or additional information.
- J. Present specific questions based on services requested and an individual’s age and Eligibility.

- K. Automatically adjust authorization parameters based on any changes, such as a change in a Provider's EBP status or Participant's age or eligibility status.
- L. Collect Department-required data elements through the use of data capture forms and outcome questionnaires to support federal reporting required by the Substance Abuse & Mental Health Services Administration (SAMHSA) and report on outcomes (see **Exhibit 10 – ACA Implementation Guide** and **Exhibit 11 – Required Data Elements** in this solicitation's procurement library located on [eMMA](#)).
 - 1) Integrate seamlessly with the Contractor's authorization process to present the age and disorder-appropriate outcome questionnaire at the point of Participant service registration and capture the required data elements.
 - 2) Be scalable and configurable to adapt to changes based on State or federal requirements or Departmental policy changes.
 - 3) Automatically direct Providers using its authorization process, based on certain Participant and Provider characteristics, to the appropriate workflow to capture the necessary data.
 - 4) Present the option to enter the data at the inception of service (initial), upon each service renewal (concurrent), and at discharge.
 - 5) Have controls in place to ensure that the information collected is permanently linked with the authorization and is immediately Available for timely analysis.
- M. Utilize scientifically validated instruments approved by MDH to assess psychiatric symptoms for adults, children, and adolescents and assume costs for use of any instruments.
- N. For concurrent authorizations, pre-populate data from internal sources based on specific criteria, including:
 - 1) Provider and Participant information.
 - 2) Dates (interpreted) from the most recent authorization parameters and effective dates of concurrent authorizations (auto-filled) that add one day to the most recent authorization's expiry date.
 - 3) All service information from the most recent authorization.
 - 4) The required data elements from the most recent authorization, as applicable, when Providers initiate concurrent or discharge, for example, it would not be applicable to pre-populate data in some instances from a prior authorization if the Participant age changed and different questions need to be presented.
- O. Require Providers to enter concurrent requests when there is an initial authorization request on file with no discharge.
- P. Allow Providers to request concurrent authorizations within a specified number of days prior to the authorization effective date and a specific number of days after the end-date that varies by LOC., e.g., PRP services can be requested up to 30 days prior to the authorization effective date and up to 20 days after the requested begin-date.

- Q. Allow Providers to discharge their authorizations prior to an authorization's expiration date for specified reasons such as treatment completed or Participant deceased.
- R. Have a System that automatically trigger authorization for a bundled set of services (one to many) based on Participant Eligibility, Provider type, requested service type, and data entered. The bundle requirement includes ability to apply one (1) authorization across multiple service codes for a specific length of time and specific number of units.
 - 1) For example, a MH OMHC/facility-based outpatient authorization will consist of many different procedure codes bundled to generate a single authorization for a six-month span with 75 units. 75 units is inclusive of any combination of services within the bundle for that time period and must not allow 75 units for each procedure code within the bundle.
- S. Implement DLA-20 administration and seamlessly integrate into the Contractor's authorization System for all Providers and adult service recipients of mobile treatment, PRP, and RRP services to accommodate the following:
 - 1) Require the DLA-20 along with the supplemental questions with the first concurrent authorization within two (2) months following the initial authorization as well as every subsequent concurrent authorization (at six-month intervals).
 - 2) Require the DLA-20 and supplemental questions at discharge.
 - 3) As appropriate, expand or otherwise change the DLA-20 and/or the supplemental questions.
 - 4) Have the ability to configure DLA-20 requirements to include other services and/or Provider types which may include additional assessment instruments for children and adolescents receiving certain services.

2.4.2.13.7 Participant Explanation of Benefits (EOB)

The Contractor shall:

- A. Automatically generate EOBs for each Participant consistent with Department policy:
 - 1) Have the ability to produce and send the first set of EOBs for Participants within the first Contract Year.
 - 2) Produce and send EOBs semi-annually for each Participant in each subsequent Contract Year.
- B. Ensure Participant EOBs can be delivered in HIPAA-compliant format—either hard copy via USPS and/or electronically via secure portal, as approved by MDH.
- C. Suppress specific EOBs consistent with Department policy.

2.4.2.13.8 System Outages

- A. System outages are defined as partial or complete failures of the Contractor's System to operate according to its contractual specifications, i.e., they are periods of IT disruption impacting one (1) or more technological functions that result in the unavailability of a service or set of services.

- B. The Contractor shall provide prompt and adequate notice to Providers of planned and unplanned System outages of a major System function, e.g., claims entry, ANSI 837 submission, or authorization entry.
- C. For unplanned outages, the Contractor shall:
 - 1) Deploy appropriate resources within 30 minutes of identifying an outage to determine the root cause of the issue.
 - 2) Release a notice to the Provider community within 30 minutes of an identified outage.
 - 3) Establish a plan within 24 hours—for outages unresolved within one (1) Calendar Day of event—that details, with timelines, the root cause, interim workaround, and permanent resolution.
 - 4) Release an update to the Provider community with an estimated time for restoration once the scale and duration of the System outage is determined and post a notice no less frequently than every 24 hours.
 - 5) Release an update to the Provider community within 30 minutes of outage resolution.
- D. For planned outages, the Contractor shall:
 - 1) Create and maintain a Provider website calendar that documents outage dates, durations, and impacted functions, e.g., Upgrades (see definition in [Appendix 1](#)), releases, refreshes, etc.
 - 2) For all itemized messages posted to the website calendar 48 hours prior to outage event, the Contractor shall also disseminate a notification alerting Providers.

2.4.2.13.9 Operational Information Technology (IT) Performance Requirements

The Contractor shall:

- A. Operate and maintain a robust IT solution that meets or exceeds the technological requirements of the Contract and is Available 24 hours a day, seven (7) days a week, three-hundred-and-sixty-five (365) days a year for both production and non-production environments, except during MDH-approved downtime. (See **SLA 18** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LDs.)
- B. Report to MDH within three (3) Business Days if any required System ability contained in this RFP is found to be nonfunctional or inaccurate (see **SLA 10** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LDs).
- C. For Defects, correct 100 percent of each level according to the required timeframes identified.
- D. Auto-approve 100 percent of services requiring registration for Eligible Participants immediately upon Provider submission, notifying Providers of the approval.
- E. Auto-approve 100 percent of uninsured Eligible Participants who qualify for automated processing immediately upon Provider submission, notifying Providers of the approval.

(See **SLAs 10** and **18** in [Table 3-1](#) of [Section 3.4.2.1](#) for LDs associated with Operational IT performance.)

2.4.2.14 Reports and Data Analytics

The Contractor shall:

- A. Under the management of the Director of Reporting and Data Analytics, maintain sufficient, knowledgeable staff to support all reporting requirements of the PBHS, which includes:
 - 1) Reports listed in the RFP.
 - 2) Reports found in **Exhibit 12 – Reports** (see this solicitation’s procurement library located on [eMMA](#)).
 - 3) Reports for assessing all functionalities of the Contractor’s System.
 - 4) Any other standard and ad hoc reports to support all operational areas, MDH oversight, jurisdictions, and providers.
- B. Assign a business owner to each report who is responsible for:
 - 1) Implementation, including understanding the report, testing, signoff, and attestation of accuracy.
 - 2) Post implementation:
 - a) Routinely performing analysis to validate data integrity and implementing quality improvement activities as issues are found.
 - b) Identifying trends or anomalies in data, including research, communication, and resolution process.
 - c) Explaining anomalies and trends upon delivery of report to MDH.
- C. Use descriptive file names and reporting templates that are easy to understand and interpret and useful to Stakeholders in the management of the PBHS, including:
 - 1) Standard reporting data elements across reports as applicable, e.g., Provider tax ID, Provider name, Provider NPI, Provider Medicaid ID, and date of service.
 - 2) Descriptive and user-friendly report titles and field names adhering to consistent naming conventions across reports.
 - 3) Date parameters and report run-date.
- D. Present all ad hoc reports to MDH with a summary of findings that includes analysis identifying trends and patterns.
- E. Deliver all reports within the stipulated performance measures or as otherwise agreed upon between the Contractor and MDH.

- F. Create and automate standard reports and refresh data according to the schedule in **Exhibit 12 – Reports** (see this solicitation’s procurement library located on [eMMA](#)). For non-Exhibit 12 required reports, produce reports according to performance standards.
- G. Respond to ad hoc data requests within the timeframes specified by MDH.
- H. Modify or update established reports as needed, e.g., adding data elements or changing frequency.
- I. Make Available upon request and within the specified time limits, written technical descriptions, in user-friendly formats, of the methodologies used to develop reports, including data elements and programming code.
- J. Have the ability to produce reports based on major service types (i.e., MH services, SUD services, co-occurring services, Health Home services, 1915(i) services, problem gambling disorder services, BI and ABA services).
- K. Have the ability to report all standard and ad hoc reports by Provider type.
- L. Produce “Authorization Turn Around Time” (TAT) reports by service type.
- M. Identify patterns of service utilization and trends in the PBHS, uploading the information to the Dashboard according to frequencies established by MDH for respective reports.
- N. Using Medicaid redetermination data, develop and implement a report for Providers indicating when Medicaid recipients are within three (3) months of their required redetermination date.
- O. Produce a monthly “Average Length of Stay and Readmission Report” by Hospitals and post it on the Contractor’s website.
- P. Produce monthly reports with ROI presentation and acceptance rates by MCO and Provider.
- Q. As directed by MDH, produce additional Provider-specific reports incorporating appropriate clinical quality measures that enables Providers to deliver quality care that is effective, efficient, and Participant centered.
- R. Project spending by comparing authorized services to claims paid by type of service delivered, source of payment, and reporting period.
- S. Create accurate data extracts and reports to fulfill all federal and State reporting requirements.
- T. Utilize a business intelligence tool that is capable of comprehensive reporting, powerful data analytics, interactive data visualization, and seamless integration with various (i.e., internal and external) data sources.

2.4.2.14.1 Self-Service Reporting Platform

The Contractor shall:

- A. Build and maintain a user-friendly, self-service reporting platform using current technology that:
 - 1) Contains prebuilt interactive reports made Available in the menu structure.

- 2) Allows the Contractor, MDH/LBHAs, other MDH designees, and Providers to access and generate reports, e.g., at a program or Participant level, based on their access privileges.
 - 3) Allows the customization of filter criteria to select needed data elements.
- B. Implement role-based security permissions to allow reports to be accessible on a need-to-know basis:
- 1) Control access to the reporting System using logon identifiers and passwords, with various security levels implemented for various user groups, e.g., MDH, LBHA, and Providers; and
 - 2) Comply with State and federal confidentiality requirements.
- C. Maintain a System with industry standard response time that allows the Contractor and MDH end-users to download/export the reports, at minimum, in Excel and PDF formats with the ability to print from any standard browser.
- D. Maintain 90-day ready-access to report history for each System user.
- E. Configure its System to generate immediate alerts to the Contractor Monitor, or other MDH designee, in cases of patterns and trends indicating risks or issues.
- F. Provide 100 licenses upon MDH request for State personnel, granting access to any proprietary software used for implementation of the Contractor's reporting System.

2.4.2.14.2 Special Reporting Initiatives

2.4.2.14.2.1 Outcomes Data Mart

The Contractor is responsible for developing a data mart using Provider responses to the federal and State-required data questions and outcomes questionnaire.

The Contractor shall:

- A. Report on data collected as of the most recent assessment of the given 12-month period (i.e., FY, CY, and rolling 12 months), as well as analyses of comparisons of Participant changes in assessments over time.
- B. Provide MDH with documentation of definitions and criteria used to produce reports.
- C. Design, host, maintain, and refresh quarterly a publicly accessible, interactive, and user-friendly, web-based outcomes data mart with the capability to customize, sort, filter, and export data captured by different measures, such as jurisdiction, age group and gender, based on both Participants' most recent assessment within the period of analysis and changes in assessments over time.
- D. Design, host, maintain, and refresh quarterly a secure, web-based outcomes data mart with role-based secured access, including similar display features as the public site, to allow Providers, LBHAs, and MDH (and its designees) to access Provider and Participant-level data, limiting Provider access to Participants being served by that Provider and LBHA access to data for Participants whose jurisdiction of residence at the time of the analysis period is with the LBHA, with MDH and its designees having access to all Providers and Participants data.

- E. Recommend periodic improvements to the questionnaire based on data results to enhance outcomes tracking for MH and SUD.
- F. Propose recommendations annually for further utilization and analysis of data, either alone or in conjunction with other data within the PBHS, to improve care, coordination, and delivery of services and better utilize public funds.
- G. Provide a monthly cumulative file to MDH with data captured under this System in an approved format.

2.4.2.14.2.2 DLA-20 Data Mart

The Contractor is responsible for developing a data mart specific to the DLA-20 requirements using the data submitted in response to the DLA-20 questions and the associated supplemental questions.

The Contractor shall:

- A. Produce data and analyses on data collected as of the last assessment of the given 12-month period (i.e., FY, CY, and rolling 12-months), as well as analyses of comparisons of Participant changes in assessments over time.
- B. Provide BHA with documentation of definitions and codes used to produce analyses.
- C. Design, host, maintain, and refresh quarterly a secure, web-based DLA-20 data mart that allows Providers and LBHAs, including LBHA designees, to access Provider and Participant data, granting:
 - 1) Providers access only to Participants being served by that Provider.
 - 2) LBHA access only to data for Participants whose jurisdiction of residence at the time of the analysis period is with the LBHA.
 - 3) MDH and its designees unlimited access to all Provider and Participant data.
- D. Propose recommendations annually for further utilization and analysis of DLA-20 data either alone or in conjunction with other data within the PBHS to improve care, coordination, and delivery of services and to better utilize public funds.
- E. Produce each month a cumulative extract of DLA-20 and selected authorization information in a format approved by MDH.
- F. Create the “DLA-20 User Manual” prior to the Go-Live Date and update concurrently with changes that are made to the System.
- G. Refresh the DLA-20 data mart quarterly, presenting:
 - 1) Point-in-time analysis with aggregated responses from clients’ most recent DLA-20 interview within the level of analysis chosen.
 - 2) Change-over-time analysis with aggregated comparisons of clients’ most recent interview to their initial interview within the level of analysis chosen.

2.4.2.14.3 Data Sharing

The Contractor's System shall:

- A. Exchange data with Department-designated entities through an MDH-approved encrypted process, e.g., secure file transfer protocol (SFTP), consistent with [MDH Data Use Policy 01.06.01](#).
- B. Exchange data in a secure electronic format with PBHS Providers, MCOs, and other entities designated by MDH to improve coordination of care and service delivery.
- C. Through a SFTP server, make the detail claims, authorization (including auxiliary data), Provider, Participant Eligibility, pharmacy, FFP, and any other data files Available to MDH and its designees on a regularly scheduled basis in a format that is acceptable to MDH.
- D. Use the Contractor-assigned, unique identifier for each Participant, Provider, and claim to allow for the identification of Participants, Providers, or claims in the prior Contractor datasets.

2.4.2.14.4 Reports and Data Analytics Quality Assurance

The Contractor shall:

- A. Prior to moving any report into production, ensure the accuracy of standard and ad hoc reports by:
 - 1) Validating report logic against business requirements and maintain associated documentation and version history control.
 - 2) Comparing results against previously published data or any other comparable information.
 - 3) Performing 100 percent of peer code and report validation.
 - 4) Obtaining final approval and attestation from report business owner before distributing report.
- B. Monitor outcomes and implement best practice solutions.

2.4.2.14.5 Reports and Data Analytics Performance Measures

The Contractor shall:

- A. Deliver all standard reports within the schedule timeframes defined in the **Exhibit 12 – Reports** (see this solicitation's procurement library located on [eMMA](#)).
- B. Deliver new reports, as they are mandated and generated throughout the Contract term, according to the requirements defined in [Section 2.4.2.14](#).
- C. Deliver ad hoc reports on the schedule below except when otherwise agreed to between Contractor and MDH:
 - 1) **“Low Complexity”** – 80 percent of ad hoc report requests within two (2) Business Days and 100 percent within five (5) Business Days. Uses established template.

- i. Report examples: claims denied for “Member Not Covered” for specific time period and claims paid for “Provider [Name]” for specific time period.
 - 2) “**Medium Complexity**” – 80 percent of ad hoc report requests within five (5) Business Days and 100 percent within ten (10) Business Days. Uses established templates but requires up to ten (10) additional fields from supporting tables.
 - i. Report example: claims for drug testing from a non-SUD Provider for Participants while they were in an SUD program.
 - 3) “**High Complexity**” **multiple data requirements** – 50 percent of ad hoc report requests within ten (10) Business Days and 100 percent within 15 Business Days.
 - i. Report example: change in “Service Utilization When Non-Compliant With Medication for SMI (Severely Mentally Individuals) by Diagnosis Categories (Medication Non-compliance is identified using MMIS Pharmacy data extract).”
 - D. Correct any incorrect reports that were delivered within three (3) Business Days and include a written analysis of reason for inaccuracy.
 - E. Deliver all ongoing reports with 100-percent accuracy, including the summary of data anomalies and trends.

2.4.2.15 Contractor Staffing

The Contractor shall:

- A. Assign Contractor Personnel to support Normal State Business Hours; however, Contractor Personnel may also be required to provide occasional support outside of Normal State Business Hours, including evenings, overnights, and weekends, to support specific efforts and emergencies, such as to resolve System repairs or restoration, the cost of which will be borne by the Contractor.
- B. Maintain all staffing levels needed to successfully perform all Deliverables and System management activities included under the PBHS and ABA outlined in this RFP (see [Sections 3.10.2](#) and [3.10.3](#), as well as **Exhibit 13 – Fiscal Year 2022 Authorization and Claims Volume** [available in this solicitation’s procurement library located on [eMMA](#)]). (Also, see **SLAs 11** and **12** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LDs.)
- C. Submit to MDH for approval any changes to the staffing configurations if the need arises. Any configuration change must not reduce the total Full-time Equivalents (FTE; see definition in [Appendix 1](#)), nor will changes be made to the 15 identified Key Personnel.
- D. Ensure meeting coverage with decision-making staff for both scheduled and ad hoc meetings and include staff (or pre-identified backup) who are appropriate to respond to specific meeting topics and who can research and resolve issues.
- E. Schedule ad hoc meetings requested by MDH with appropriate Contractor staff within one (1) Business Day of notice. This includes meetings with Participant/advocacy groups or Providers.

- F. Within one (1) Business Day of notice, provide access to (1) individuals who are responsible for designing, developing, and implementing the Contractor's System, (2) individuals who are responsible for configuration, and (3) individuals who are developing and implementing changes.
- G. Have appropriate staff participate in regulatory/external audits, as required.

2.4.2.15.1 Key Personnel

- A. This section is to ensure minimum Key Personnel staffing levels are maintained throughout the duration of the Contract. These personnel must be specific to Maryland within the Contractor's organization, physically located in Maryland as identified, and well-versed in State rules and regulations (see [Section 3.10.3](#))
- B. The Contractor shall:
 - 1) Employ and maintain appropriately experienced and qualified Key Personnel who are dedicated to the Maryland Contract, knowledgeable about the PBHS, and perform all the terms and functions of the BHASO as described in this RFP and in accordance with MDH regulations.
 - 2) Dedicate a minimum of 15 qualified, FTE Key Personnel to the MDH BHASO Contract.
 - 3) Make available its Chief Executive Officer (CEO), or representative approved by MDH, for attendance at, and testimony before, legislative proceedings.
 - 4) Conduct, under the Director of Operation's leadership, a regularly scheduled, cross-functional meeting, including the attendance of SMEs and Key Personnel, with MDH.
 - 5) At the discretion of MDH and within 24 hours' notice, make any management staff with decision-making authority—as identified in [Section 3.10.3](#)—available to attend critical meetings with MDH staff.

2.4.2.15.2 Clinical Management Staffing

The Contractor shall:

- A. Ensure all clinical staff are:
 - 1) Clinically competent BH professionals.
 - 2) Licensed and/or certified as applicable to their respective profession in the State of Maryland (**note:** in certain cases and subject to MDH approval, a percentage of staff may be licensed in another state).
 - 3) Have experience within the Maryland PBHS, Medicaid, and the system of care.
- B. Ensure all staff apply Maryland-specific business rules.
- C. Employ sufficient staff to perform all clinical-related functions, including all clinical performance measures (see [Section 2.4.2.7.5](#)) and activities outlined in [Section 3.10.2](#), "Non-Key Personnel Required Positions."

- D. Maintain records of all staff licenses and certifications, including subcontractor clinicians handling authorization request, and be able to submit documentation to MDH upon request or, at minimum, annually.
- E. Ensure inter-rater reliability in all clinical decision-making and ensure utilization review clinical staff are:
 - 1) Appropriately trained and possess current Maryland licenses and certifications for their respective titles and practices.
 - 2) Knowledgeable about BH service.
 - 3) Knowledgeable about the Medical Necessity criteria for each service (national standardized set of criteria or other evidence-based guidelines approved by MDH to approve services).
 - 4) Knowledgeable regarding considerations for special needs that may impact access to services and Participant well-being and safety.

2.4.2.15.3 Specialized Services Staff

- A. This section is to ensure minimum Specialized Services Personnel staffing levels are maintained throughout the duration of the Contract. These personnel must be specific to Maryland within the Contractor’s organization, physically located in Maryland as identified, and well-versed in Maryland rules and regulations (see [Section 3.10.2](#)).
- B. The Contractor shall:
 - 1) Employ and maintain appropriately experienced and qualified Specialized Services Personnel who are dedicated to the Maryland Contract, knowledgeable about the PBHS, and perform tasks required by this Contract.
 - 2) Make available a representative approved by MDH for attendance at external audit meetings, legislative proceedings, or as otherwise required.
 - 3) At the discretion of MDH and within 24 hours’ notice, make any of the SME personnel—as identified in [Section 3.10.2](#)—available to attend critical meetings with MDH staff.

2.4.2.15.4 Training

- A. This section outlines the training requirements for all staff working on the Maryland PBHS, including subcontractors. As MDH’s MMIS is the system of record for Medicaid information, the Contractor must include training of the MMIS to Contractor staff.
- B. The Contractor shall:
 - 1) Have an “Onboarding Plan” that is submitted and accepted by MDH with the Training Plan (see item ‘B’ below). The Onboarding Plan must include:
 - a) Requirements for new staff that outline specified training pertinent to each individual’s functional area, including Contractor System and training of MMIS.

- b) Requirements for new staff that outline training and assessment of each individual's knowledge and understanding of PBHS, services available, and criteria for receiving services as well as for accessing services through coordination with other entities and agencies.
 - c) Coordination with Quality staff for a trainee-specific audit program, including staff with new skill sets, to vary the volume of trainee output that is audited as trainees progress.
 - d) Transition planning and knowledge transfer for all positions identified in [Sections 3.10.2](#) and [3.10.3](#).
 - e) Requirements for new staff to complete HIPAA Privacy and Security training and to pass respective tests that demonstrates knowledge of 100 percent of HIPAA policies, rules, and regulations.
 - f) Required tests and passing score of 100 percent on each applicable functional area test before individuals transition from onboarding training to operations.
- 2) Include in its annually required—or more frequently as needed—"Training Plan" (see [Section 3.1.1.1.2](#)), training for all staff and Key Personnel specific to the respective areas and to each type of certification and licensure. The required training must include at minimum:
 - a) Requirements for staff that outline specified training pertinent to each individual's functional area.
 - b) Requirements for all staff to complete HIPAA Privacy and Security training and to pass respective tests that demonstrates knowledge of 100 percent of HIPAA policies, rules, regulations.
 - 3) Ensure all Contractor Personnel and staff—including subcontractor and vendor staff—licenses and certifications are active and in Good Standing (see definition in [Appendix 1](#)).
 - 4) By January 15 of every year of the Contract term, submit to MDH the proof that:
 - a) All staff and personnel are appropriately licensed in Maryland and/or certified in Maryland in their respective specialties (barring any prior MDH-approved exceptions).
 - b) Subcontractor and all vendor staff are appropriately licensed in Maryland and/or certified in Maryland in their respective specialties (barring any prior MDH-approved exceptions).

2.4.2.16 Projects in Planning Stages (to be Implemented by BHASO Go-Live Date)

Each of the projects listed below are anticipated for launch as of the projected Go-Live Date of this Contract or earlier. The development of these projects is still under review, but where anticipated, staff support is identified in each project below. These projects may require Maryland-specific functionality.

- A. **Special populations management** – To be implemented in collaboration with BHA for Participants who require a separate workflow, such as HG 8-507, court-ordered Participants. The Contractor will be coordinating care for individuals transitioning from court-ordered treatment and facilitating rapid placement.
- B. **Hospital Overstay initiatives** – This program is directed both at reducing avoidable hospital stays in State Hospitals and at developing enhanced referral systems and access to community resources to serve this end. The Contractor may be involved with clinical authorization review, specialized claims processing, and special reporting efforts.
- C. **Residential Intervention Services (RI)** – MDH, in partnership with the Department of Human Services and the Department of Juvenile Services, may submit a State Plan Amendment to cover RI services for youth whose treatment needs are unable to be met in a family-based setting due to the intensity of the treatment protocol and/or the acute stabilization required to implement interventions to address problematic behaviors. The Contractor will be responsible for clinical authorization, claims processing, and Provider audits.
- D. **LTSS BH Project** – This project would be a service expansion and require updates to combination of service permissions and the development of data interchange.

2.4.3 Future Activities Phase

- A. The Contractor shall provide a cost-based price sheet, found in [Attachment B](#), “Financial Proposal Instructions and Form,” with 70,000 total hours available over the entirety of the O&M Phase for activities such as System Enhancements governed by the Work Order process (see [Section 3.14](#)) as well as for future MMT MMIS module integration efforts (see [Appendix 7](#) for a description of labor categories associated with future Work Orders). Cost-based hours may be utilized in any proportion over any year of O&M, including option years, and are never forfeit (e.g., 7,000 hours may be used for year one O&M, 16,000 may be used for year two O&M, and 25,000 hours may be used for year three O&M).
- B. The Contractor shall submit an estimated number of resources and their rates to MDH prior to executing each new MMT module integration Work Order.
- C. The Contractor shall be required to integrate with the following initiatives when instructed by MDH. The MMT modules are separate contracts, and the awarded BHASO Contractor shall have to integrate with the systems—**not** design, develop, and implement them. The following subsections detail some of the future MMT PMO integrations (**note**: the descriptions below have been provided at a high level; additional details can be found within this solicitation’s procurement library located on [eMMA](#) in **Exhibit 14 – MMT Future Integrations**). This list is subject to change based on the needs of MDH. The awarded Contractor may receive additional Work Orders for future activities not listed below.

(**Note**: Enhancements described in this section are likely costed (i.e., invoiceable) System modifications deemed necessary by MDH that are requested via the Work Order process requiring State approval before execution.)

2.4.3.1 Electronic Document Management System (EDMS)

MDH intends to implement an enterprise document management system (EDMS) as part of the MMT project. MMT modules will send all documents—created or collected by the module—to the EDMS, which will permanently store them and make them Available for search and retrieval.

2.4.3.2 Identity and Access Management System (IAM)

MDH intends to implement an enterprise-wide identity and access management (IAM) system as part of the MMT project. The IAM will be used by all systems as the source of identity information and role-based access controls.

2.4.3.3 MMT System Integration Initiative

MDH intends to implement an enterprise integration services (BHASO) platform to facilitate modular integration, which will, ultimately, provide a single point of integration, i.e., *hub*, for MMT modules, replacing the many “point-to-point” interfaces between individual modules and the legacy MMIS.

2.4.3.4 MMT Data Management Program

As an initiative of MDH’s Office of Enterprise Technology (OET), the Data Management Program provides the framework for governance, standardized data stewardship, data quality, processes, procedures, and data policies to engender greater transparency and empower the Department’s staff to access data across the boundaries of departments, business functional areas, and systems. The vision of the Data Management Program is to enable data-driven decision making in the Medicaid Enterprise. Through data management and data governance, the Department can rely on quality and consistent data to fulfill its commitment to transforming the Medicaid program to achieve better health outcomes for Maryland citizens with a focus on program integrity and customer service.

2.4.3.5 Provider Help Desk

MDH intends to implement a data store to house all Provider Help Desk ticket data. The central Provider Help Desk “Ticket Store” will be a common location for Provider ticket-related data from all applications supporting Provider Help Desk functions across MDH.

2.4.3.6 Provider Single Sign-on (SSO) Integration

MDH intends to implement a central “MDH Provider Portal.” This will not eliminate the need and use of the Contractor-provided BHASO System. The State would like to consolidate access to all Provider functions through a future central MDH Provider Portal. The State wants to make Available to Providers, access to BHASO System functions via single sign-on (SSO) when the Provider is logged into the future, central MDH Provider Portal. The State will make Available user self-service functions on the central MDH Provider Portal to provisional users associated with a Provider and ensure updates to profile information. This User Profile and supporting information will be provided to the BHASO Contractor to equally provision the User in the BHASO Provider Portal. Providers would be able to access the BHASO Provider Portal directly or via SSO from the future, central MDH Provider Portal.

2.4.3.7 Decision Support System (DSS)/Data Warehouse (DW) Integration

MDH intends to implement an enterprise data warehouse (DW). This DW will be a central collection of detailed data sourced from the myriad of applications that service the Medicaid and supporting healthcare programs. This repository will enable MDH business teams to directly access data to enable on-demand reporting and analysis across the data domains.

2.4.4 End-of-Contract Transition Phase

- A. The end-of-Contract Transition Phase encompasses activities associated with turning over duties to MDH or a third party upon termination, cancellation, rejection, or expiration of the Contract.
- B. The Contractor shall:
 - 1) Provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor for a period up to 12 months prior to Contract end date or the termination thereof and continue for 12 months after the Contract's cessation. Such transition efforts shall consist, not by way of limitation, of:
 - a) Providing additional services and support as requested to successfully complete the transition.
 - b) Maintaining the services called for by the Contract at the required level of proficiency.
 - c) Providing updated System Documentation (see definition in [Appendix 1](#)) as appropriate.
 - d) Providing current operating procedures as appropriate.
 - 2) Work toward a prompt and timely transition proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract. If the transition is suffering from project issues or is significantly behind schedule, the CM may issue a CAP to the Contractor.
 - 3) Ensure the turnover process does not result in additional System downtime other than normally scheduled maintenance windows or an additional cost to MDH.
 - 4) Create and submit for approval a draft "Transition-Out Plan" one (1) CY in advance of the Contract end-date in accordance with the requirements herein (**Section 2.4.4**) that contains a subsidiary plan detailing the approaches and methodologies of how the Contractor will accomplish required training of Department staff during this transition.
 - a) The Contractor shall update the Transition-Out Plan within 60 Calendar Days of being notified that a transfer of responsibilities will occur.
 - b) The Transition-Out Plan shall address, at a minimum, the following areas:
 - i) An approach to the transition and how transition status will be reported.

- ii) The provision of a high-level schedule with milestone dates identifying Contractor and Department activities.
- iii) A description of how the Contractor will work with successor vendors, contractors, business partners, and the Department to successfully transfer all pertinent data and operational and technical documentation as determined by the Contract Monitor.
- iv) The tracking of major activities needed to successfully transfer responsibilities with a transition checklist.
- v) Any staffing concerns/issues related to the closeout of the Contract.
- vi) Communications and reporting process between the Contractor, the Department, and the Contract Monitor.
- vii) Security and System access review and closeout.
- viii) Risk and issue management report.
- ix) Identification of all facilities and any other resources required to operate the BHASO System, including data processing and imaging equipment; System and special software; office space; telecommunications circuits; telephones, and other integral equipment.
- x) Any software inventory or licensing including transfer of any point of contact (POC) for required software licenses to the Department or a designee.
- xi) Any final training/orientation of follow-up contractor staff.
- xii) Connectivity services provided, activities and approximate timelines required for Transition-Out.
- xiii) Knowledge transfer between the Contractor and the Department—to include:
 - (a) A working knowledge of the current System environments as well as the general business practices of the Department.
 - (b) A review with the Department of the procedures and practices that support the business process and current System environments.
 - (c) A working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract.
 - (d) Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract.
 - (e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution.

- xiv) Plans to complete tasks and any unfinished work items (including open Work Orders and known bug/issues).
 - xv) Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
 - c) The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Monitor.
 - d) The Contractor shall provide copies of any current daily and weekly back-ups to the Department—or a third party as directed by the Contract Monitor as of the final date of transition—but no later than the final date of the Contract.
 - e) Access to any data or configurations of the furnished product and services shall be Available after the expiration of the Contract as described in [Section 3.2.1](#).
- 5) Submit, 30 days after being notified by the Department that responsibilities are to be transitioned, a letter to the Department identifying the individuals selected to serve on a Transition Management Team (TMT).
- a) After receiving written approval from the Department, the TMT shall be employed by the Contractor to commence the transition.
 - b) The individuals that comprise the TMT shall not be key or critical staff.
 - c) The TMT shall be responsible for:
 - i) Updating, managing, maintaining, and executing the Transition-Out Plan, including any subsidiary Transition-Out plans (e.g., transition training), and the transfer of responsibilities to a successor contractor in compliance with this RFP and per Contract Monitor discretion.
 - ii) The review and update of all pertinent operational and technical documentation.
 - (a) Operational and technical documents shall be reviewed and assessed for accuracy against the current state of operations and the version of the System.
 - (b) A gap analysis shall be conducted to identify those documents requiring revision and update.
 - (c) The results of this gap analysis shall be tracked to ensure all documents are updated accordingly and submitted to the Department.
 - (d) The Department shall approve which documents are updated for the transition.

- (e) The Contractor shall attest that the documentation provided as part of the transition is current and accurately and completely reflects the existing BHASO System in accordance with the contractual documentation requirements of this RFP.
- iii) Facilitating and managing weekly—or at a frequency determined by the Contract Monitor—transition meetings, including the development and distribution of meeting agendas, status reports, supporting documentation and materials, meeting minutes, and action items.
- iv) A “Weekly Transition Status Report” that is used by the Contractor and MDH staff in monitoring and managing the Contractor’s progress against the Transition-Out Plan, which shall be delivered to the Department within one (1) week after each status meeting and include, at a minimum, the following items:
 - (a) Description of any progress made on each task, Deliverable, and milestone, including any applicable variance from the baseline for that reporting period.
 - (b) Topics of general discussion at the status meetings.
 - (c) Action items and decisions made at the status meetings.
 - (d) List of all problems and issues encountered, risks identified, and status of resolution of each problem, issue, and risk (e.g., a CAP and resolution timeline for each problem, issue, and risk).
 - (e) Planned tasks, Deliverables, and milestones for the following two months.
 - (f) Status of contractually defined tasks, Deliverables, and milestones scheduled in the Transition-Out Plan (to include any baseline variances).
 - (g) Any other information required by the Department.
- v) Developing and maintaining an “Issues Log,” including action plans and action plan owners.
- vi) The successful transfer of standard processes, operational procedures, organizational contacts, and technical knowledge of integral day-to-day operations to the Department.
- vii) Ensuring technical assistance with interfaces, information architecture, and IT and technical governance.
- viii) Transferring necessary information, experiences, and processes related to the measurement and reporting of performance standards.
- ix) Ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party as directed by the Contract Monitor.

- x) Transition training tasks, Deliverables, and milestones shall include but not be limited to:
 - (a) Schedule of planned training sessions.
 - (b) Number of staff to be trained per business/System functional area.
 - (c) Training subject topics with training objective descriptions and summaries for each training subject topic.
 - (d) Length of each training session.
 - (e) Location of training sessions.
 - (f) Any final training/orientation of Department staff.
- 6) Develop a “BHASO Documentation Inventory List” that includes, but is not limited to, a complete assessment report for each of the following:
 - a) Detailed program design
 - b) Detail program specifications
 - c) Data descriptions
 - d) Data element dictionaries
 - e) Computer operations procedures
 - f) User documentation
 - g) Master list of all BHASO Manuals
 - h) Any other documentation that describes business rules and policy procedures that drive operations as well as all additional project artifacts needed to support complete operation of the System.

2.5 Deliverables

2.5.1 Deliverable Submission

- A. The Contractor shall develop and submit for approval a Deliverable Expectation Document (DED; see definition in [Appendix 1](#)) for each formal Deliverable identified in this RFP.
- B. The DED shall identify expected Deliverable format, content, intent, due date, acceptance criteria, review timeframes, applicable standards, and applicable requirements met by the Deliverable.
 - 1) Approval of the DED is a prerequisite to development of the Deliverable.
 - 2) For Deliverables that are submitted routinely (e.g., Status Reports), the Contractor may assume that the most recently approved DED applies, unless otherwise notified.
- C. Each DED shall contain the following:

- 1) A table of contents:
 - a) List the table of contents or outline of the Deliverable.
 - b) Discuss the content of each major section.
- 2) A Deliverable description:
 - a) Describe the Deliverable purpose, content, intent, objectives, and scope.
 - b) Identify the intended audience.
 - c) Deliverable due date.
 - d) Identify the means of distribution.
 - e) Provide the software and software version the Deliverable will be created in (e.g., PDF, Excel).
- 3) Applicable standards:
 - a) Identify all applicable standards, laws, regulations, and/or policies that govern or are met by the Deliverable or the DED itself.
 - b) Examples of applicable standards include but are not limited to:
 - i) Project Management Body of Knowledge (PMBOK), 6th Edition, Project Management Institute (PMI).
 - ii) Project Management Practice Standards, PMI.
 - iii) Maryland System Development Life Cycle (SDLC) Methodology, specifically the COTS Single Release methodology, Maryland Department of Information Technology (DoIT).
 - iv) [Maryland DoIT System Development Life Cycle \(SDLC\) Policy](#).
 - v) Capability Maturity Model Integration for Development (CMMI-DEV) version 1.3, Software Engineering Institute (SEI).
 - vi) Institute of Electrical and Electronics Engineers (IEEE) standards.
 - vii) Participation in [Medicaid Information Technology Architecture \(MITA\) State Self-Assessment \(SS-A\)](#) and compliance with [CMS Conditions and Standards](#).
 - viii) The Affordable Care Act.
- 4) The Deliverable requirements:
 - a) List the specific requirements for the Deliverable from the RFP, SOW, and/or Contract.
 - b) List the specific source of the requirement, including document name and version.
- 5) The Deliverable format:

- a) List any required templates, diagrams, tables, or specific content required for the Deliverable.
 - b) Indicate the format of the document.
 - c) Indicate the anticipated number of chapters and volumes, as appropriate.
 - d) All Deliverables shall be delivered to MDH in electronic format, as determined by the Department. The Contractor shall provide hard copies of Deliverables at the request of the Department.
- 6) The Deliverable acceptance criteria:
- a) List the specific acceptance criteria for the Deliverable.
 - b) The criteria should be specific to the Deliverable.
- D. The Contractor shall prepare and submit:
- 1) Draft Deliverables for the Department’s review and approval.
 - 2) Final Deliverables for approval within the timeframes established in the Project Master Schedule.
- E. For every Deliverable, the Contractor shall:
- 1) Request the Contract Monitor confirm receipt of that Deliverable by sending an email identifying the Deliverable name and date of receipt.
 - 2) Submit to the Contract Monitor by email an State Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here: http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf.
- F. The Contractor shall submit all Deliverables, as listed in [Section 2.5.4](#), in accordance with **Section 2.5.1** and with the minimum specifications described in the Contract within the established MDH-approved Project Master Schedule timelines. However, the Contract Monitor may designate Contract activities other than as described in **Section 2.5.4** as constituting Deliverables, which may not be subject to the associated LD listed as **SLA 21** in [Table 3-1](#) of [Section 3.4.2.1](#).
- G. Unless specified otherwise, written Deliverables shall be compatible with Microsoft Office, Microsoft Project or Microsoft Visio within two (2) versions of the current version. At the Contract Monitor’s discretion, the Contract Monitor may request one (1) hard copy of a written Deliverable.
- H. A standard Deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor officially submits a Deliverable, i.e., final version.
- I. For any written Deliverable, the Contract Monitor may request a draft version of the Deliverable, to comply with the minimum Deliverable quality criteria listed in [Section 2.5.3](#). Drafts of each final Deliverable, except status reports, are required at least two (2) weeks in advance of when

the final Deliverables are due (with the exception of Deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a Deliverable shall comply with the minimum Deliverable quality criteria listed in **Section 2.5.3**.

2.5.2 Deliverables Acceptance

- A. A final Deliverable shall satisfy the scope and requirements of this RFP for that Deliverable, including the quality and acceptance criteria for a final Deliverable as defined in [Section 2.5.4](#).
- B. The Contract Monitor shall review a final Deliverable to determine compliance with the acceptance criteria as defined for that Deliverable. The Contract Monitor is responsible for coordinating comments and input from various team members and Stakeholders. The Contract Monitor is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- C. The Contract Monitor will issue to the Contractor a notice of acceptance or rejection of the Deliverable in the DPAF (see online sample). Following the return of the DPAF indicating “Accepted” and signed by the Contract Monitor:
 - 1) The Contractor shall submit a Proper Invoice (see definition in [Appendix 1](#)) in accordance with the procedures in [Section 3.3.3](#). The invoice must be accompanied by a copy of the executed DPAF, or payment may be withheld.
 - 2) For any other activity that is subsequently designated as a Deliverable, the Accepted DPAF will constitute evidence that any LD associated with the non-completion of the activity will not be assessed.
- D. In the event of rejection, the Contract Monitor will formally communicate in writing any Deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the Deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected Deliverable for acceptance within the agreed-upon time period for correction.

2.5.3 Deliverable Minimum Quality

- A. The Contractor shall subject each Deliverable to its internal quality-control process prior to submitting the Deliverable to the State.
- B. Each Deliverable shall meet the following minimum acceptance criteria:
 - 1) Be presented in a format appropriate for the subject matter and depth of discussion.
 - 2) Be organized in a manner that presents a logical flow of the Deliverable’s content.
 - 3) Represent factual information reasonably expected to have been known at the time of submission.
 - 4) In each section of the Deliverable, include only information relevant to that section of the Deliverable.

- 5) Contain content and presentation consistent with industry best practices in terms of Deliverable completeness, clarity, and quality.
- 6) Meets the acceptance criteria applicable to that Deliverable, including any State policies, functional or non-functional requirements, or industry standards as applicable.
- 7) Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- 8) Must contain the date, author, and page numbers. When applicable for a Deliverable, a revision table must be included.
- 9) A draft written Deliverable may contain limited structural errors such as incorrect punctuation and shall represent a significant level of completeness toward the associated final written Deliverable. The draft written Deliverable shall otherwise comply with minimum Deliverable quality criteria above.

2.5.4 Deliverable Descriptions

The Contractor may suggest other subtasks, artifacts, or Deliverables to improve the quality and success of the assigned tasks.

Table 2-1. Deliverables Summary Table*

Section Reference	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.1.1.1	Project Management Plan	Approval by the Department	Finalized draft due at Kickoff and final version prior to requirements validation completion
3.1.1.1.4 / 3.1.1.6	Status Reports	Approval by the Department	Every week starting after Kickoff
3.1.1.1.7.B(2)	Requirements Traceability Matrix	Approval by the Department	One (1) week after Requirements Validation is completed
3.1.1.1.7.B(5)	Business Rules Definition Document	Approval by the Department	One (1) week after Requirements Validation is completed
3.1.1.1.9 / 3.1.1.1.16.B(11)(e)	Interface Testing Results	Approval by the Department	One (1) week after Interface testing is complete

Section Reference	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.1.1.1.10.B(2)	Conversion Results	Approval by the Department	One (1) week after conversion is complete
3.1.1.1.16.B(9)	System Integration Testing Results	Approval by the Department	One (1) week after System Testing is complete
3.7.7.D	System Security Plan	Approval by the Department	Draft week starting Requirements Validation (note: must be submitted prior to MDH data being loaded into the BHASO System) and final upon SIT completion
3.1.1.1.16.B(10)	User Acceptance Testing Results	Approval by the Department	One (1) week after UAT is complete
3.1.1.1.16.B(11)	Operational Readiness Testing Results	Approval by the Department	One (1) week after ORT is complete
3.1.1.2.1	Provider Manual Validation	Approval by the Department	Draft three (3) weeks prior to UAT and Final upon UAT Results submission
3.1.1.2.2	MDH User Manual	Approval by the Department	Draft three (3) weeks prior to UAT and Final upon UAT Results submission
3.1.1.2.3	Operations Procedure Manual	Approval by the Department	Draft three (3) weeks prior to UAT and Final upon UAT Results submission
2.4.4.B(4)	Transition-Out Plan	Approval by the Department	Draft one-hundred-and-twenty (120) Calendar Days prior to the Contract end-date

Section Reference	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.4.4.B(6)	Documentation Inventory List	Approval by the Department	As detailed in the Transition-Out Plan

*The Deliverables summary table may not list every contractually required Deliverable. Offerors and Contractors should read the RFP thoroughly for all Contract requirements and Deliverables.

2.6 Service-Level Agreements (SLA)

2.6.1 Definitions

- A. **Contract Breach** – A breach of Contract is defined as any instance the Contractor fails to comply with requirements as set forth in the Contract or meet any given performance measure as detailed in this RFP, including without limitation throughout [Sections 2.4](#) and [3.4.2](#).
- B. **Liquidated Damage** – An assessable monetary cost imposed upon the Contractor in instances where the Contractor fails to perform the agreed-upon services in accordance with the requirements and SLAs detailed in the Contract. LDs are compensation provided by the Contractor, in the form of a credit or monetary payment, to the State for actual damages incurred by the State for failure of the Contractor to perform in accordance with the standards set forth in the Contract.
- C. **Monthly Charges** – For purposes of SLA credit calculation, Monthly Charges are defined as the charges set forth in [Attachment B-2](#) invoiced during the month of the breach for the monthly fixed services.
- D. **Problem** – A Problem is defined as any situation or issue, including Defects but excluding Enhancements, reported via a Help Desk ticket that is related to System operation/functionality.

2.6.2 Service-Level Agreement (SLA) Requirements

The Contractor shall:

- A. Comply with all performance measurements and ensure any of its subcontractors' compliance therewith.
- B. Provide a monthly report to monitor and detail performance measures.
- C. Log Problems into the Contractor-supplied Help Desk software and assign an initial severity (Urgent, High, Medium, or Cosmetic as defined in [Section 2.4.2.13.2](#)).
- D. Respond to and update all Problems, including recording when a Problem is resolved and its resolution.
 - 1) Appropriate MDH personnel shall be notified when a Problem is resolved.
 - 2) The Department will make the final determination regarding Problem severity.

- E. Review any Problem with MDH to establish the remediation/CAP and relevant target dates.

2.6.3 Service-Level Agreement Effective Date (SLA Activation Date)

- A. SLAs set forth herein shall be in effect beginning on the NTP Date for Implementation Phase commencement.
- B. Beginning on the “SLA Activation Date”, for any performance measurement not met during the reporting period (i.e., assessment period), the SLA credit for that individual measurement shall be applied to the Monthly Charges.

2.6.4 Service-Level Reporting

- A. The Contractor shall monitor its performance, which will be validated by MDH.
- B. The Contractor shall self-attest to meeting or not meeting each contractual SLA (see [Section 3.4.2.1](#)) by providing a monthly summary self-report for SLA performance (see [Section 3.1.1.1.6.C](#)).
- C. The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA.
- D. Monthly reports shall be delivered to MDH no later than the 15th of the month following the reporting/assessment period and in a method and format determined by the Contract Monitor.
- E. If any of the performance measurements are not met during the monthly reporting period, the Contractor will be notified that the standard is not in compliance and either issued a notice to cure (i.e., CAP), LD, or both.

2.6.5 Service-Level Agreement (SLA) Service Credits

- A. Time is an essential element of the Contract. For work that is not completed within the time(s) specified in the service-level metrics below and in [Section 3.4.2.1](#), the Contractor shall be liable for service credits in the amount(s) provided for in the Contract.
- B. The State, at its option for amount due the State as service credits, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the event of a catastrophic failure affecting all services, all affected SLAs shall be credited to the State.
Example: If the Monthly Charges totaled \$100,000 and one (1) SLA were missed with an applicable one-half percent (.50%) credit, the credit to the monthly invoice would be \$500, and the State would pay a net Monthly Charge of \$99,500.
- C. The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the Contractor but as measured compensation to the State for the Contractor’s failure to satisfy its service-level obligations.

2.6.6 Root Cause Analysis (RCA)

- A. If the same SLA measurement yields an SLA credit more than once for a “medium” or “cosmetic” Problem, the Contractor shall conduct a root cause analysis (RCA). Such RCAs shall be provided within 30 Calendar Days of the second breach and every breach thereafter.

- B. In addition, for each “urgent” or “high” priority Problem, the affected parties will perform an RCA upon initial breach and institute a process of problem management to prevent recurrence of the issue.

2.6.6.1 Liquidated Damages for Failure to Deliver Root Cause Analysis (RCA) or Corrective Action Plan (CAP)

- A. An RCA may be requested when there is an issue with any Deliverable, report, or data analytics and the Contractor’s performance falls below the requirements of the Contract. If requested, an RCA must include the following:
 - 1) Problem description
 - 2) Chronology of events with start- and end-times
 - 3) Findings and root cause description
 - 4) Corrective actions
 - 5) Corrective action implementation dates
 - 6) A chart to include the following:

Enhancement/Defect to be Corrected	Level of Urgency	# Days to Complete	Liquidated Damage Assessment	Estimated Cost per Day
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- A. MDH may issue a request for a CAP to address Contractor performance issues. The Contractor shall deliver the CAP to the Contract Monitor within three (3) Business Days of the request from MDH. The Contractor shall include the following in the CAP:
 - 1) Statement of the finding to include problem definition, background information, and root cause description
 - 2) Statement of agreement or disagreement with the finding
 - 3) Corrective actions (i.e., explanation of the steps to be taken to correct the noted deficiencies)
 - 4) Corrective action implementation dates
 - 5) Include a chart describing:

Enhancement/Defect to be Corrected	Level of Urgency	# Days to Complete	Liquidated Damage Assessment	Estimated Cost per Day
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- B. For any of the performance measures listed in [Section 3.4.2.1](#) or for any unanticipated occurrence whereby the Contractor fails to deliver on the expected outcome (implementation, System update or change, System failure not otherwise covered), MDH may request an RCA or a CAP. If the Contractor fails to deliver an RCA within three (3) Business Days of the start of the occurrence, the Contractor shall, in lieu of actual damages, pay MDH a fixed LD in the

amount of \$500 per Calendar Day until the RCA is delivered. An RCA may or may not lead to a CAP.

- C. Once a CAP is requested by the Department, if the Contractor fails to deliver a complete CAP—which must be accepted/approved by MDH—within five (5) Business Days of the request, the Contractor shall, in lieu of actual damages, pay MDH a fixed LD in the amount of \$500 per Calendar Day until a complete—and, ultimately, accepted—CAP is delivered. The LDs under this paragraph shall be credited against the current Monthly Charges. For every CAP after the initial one needed to remediate the original problem, an additional credit of one-half percent (.50%) of the Monthly Charges will be assessed.

Note: The LDs provided for in this section are cumulative. Additionally, the LDs are in addition to and not in substitution of MDH other rights under the Contract, including the right to terminate the Contract.

2.6.7 Annualized, Outcome-Based Standards

- A. Beginning in the Contract Year following the establishment of the baseline of each measure, the five (5) outcome-based standards (Healthcare Effectiveness Data and Information Set (HEDIS)-like measures) listed in [Table 3-1](#) as **SLAs 13–17** shall apply. These measurements will be developed and their baselines established during Contract Year 1.
- B. If the Contractor fails to meet one (1) or more of the five (5) outcome-based standards on an annualized basis, the Contractor, in lieu of actual damages, will pay MDH fixed LDs in the amount of one-tenth percent (.10%) of the invoice totals for the previous Contract Year. In this way, the credit amount is capped at one-half percent (.50%) of the invoice amounts for the Contract Year. The credit amount shall be a deduction from the ensuing month's charges or the final invoice, as appropriate. The Offeror should respond using the format listed in [Section 3.4.2.1](#), "Liquidated Damages for Failure to Satisfy Performance Standards."

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3 Contractor Requirements: General

3.1 Contract Initiation Requirements

The following requirements are in addition to those stipulated in [Section 2.4.1](#).

3.1.1 Project Management

The Contractor shall:

- A. Develop an actionable “Project Management Plan” to effectively manage the activities associated with implementing the BHASO System (see [Section 3.1.1.1](#)).
- B. Apply PMBOK and other recognized standards, regulations, and industry best practices to minimize project risk and maximize project success.
- C. Apply industry standard project management practices, methodologies, techniques, and tools during the implementation of the BHASO System for operations.
- D. Adhere to all applicable federal and State policies on project management. (Visit <http://doit.maryland.gov/policies/Pages/default.aspx> for guidance on State policies.)
- E. Adhere to all MMT Program project management guidelines and activities. Examples of guidelines and activities include, but are not limited to, Status Meetings, Deliverable Criteria, involvement with the MMT Independent Verification and Validation (IV&V) vendor, etc. MMT PMO guidelines and activities shall be communicated to the Contractor during project Kickoff and throughout the life of the Contract.
- F. Designate a Full-time (see definition in [Appendix 1](#)) project manager to act as the chief POC for all project matters.
- G. Establish a project team that will be responsible for supporting project activities, performing project work, and developing project documentation.

3.1.1.1 BHASO System Project Management Plan

- A. The Contractor shall develop and submit, within 30 Calendar Days of the NTP or as otherwise directed by the Contract Monitor, a Project Management Plan that describes how the project will be planned, executed, monitored, controlled, and closed. State approval and acceptance is required. (See **SLA 22** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LD.)
- B. The Contractor shall ensure that:
 - 1) The Project Management Plan is developed through a series of integrated processes and is progressively updated through the life of the project.
 - 2) The Project Management Plan consists of several detailed subsidiary plans integrated into a single comprehensive body of work. Collectively, this document, and the referenced subsidiary plans are referred to as the Project Management Plan.

- 3) Changes to the Project Management Plan, and all subsidiary plans, are managed by the Change Control Process as detailed in the Change Management Plan.

(The following requirements (**Sections 3.1.1.1.1–3.1.1.1.18**) include the subsidiary plans the State requires at a minimum. The Contractor may include additional plans, if appropriate, to facilitate project success.)

3.1.1.1.1 Project Master Schedule

- A. The Contractor shall develop and submit for approval a Project Master Schedule as part of the overall Project Management Plan. (See **SLA 22** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LD.)
- B. The Project Master Schedule must:
 1. Be used to monitor the actual project progress against the Project Management Plan.
 2. Identify all the tasks needed to complete the project objectives, task durations, logical relationships, start/finish estimates, and project resources.
 3. Be a Microsoft Office (latest version) document and comply with schedule format requirements that will be communicated to the Contractor by the Department during Kickoff.

3.1.1.1.2 Training Management Plan

- A. The Contractor shall develop and submit for approval a “Training Management Plan” as part of the overall Project Management Plan.
- B. The Training Management Plan must:
 1. Be prepared in accordance with any MDH-provided templates, plans, and documentation as well as BHA and Medicaid policies, industry standard billing rules, including Maryland billing Manuals (UB and Professional), CMS regulations, and as otherwise directed.
 2. Detail how the Contractor will meet all the training requirements outlined in the scope of work of this RFP.
 3. Describe the different types and methodologies of training materials and documentation that will be used for the project.
 4. Include an operational Training Plan that is updated annually or on a more frequent basis as determined by the Contract Monitor.
 5. Be adhered to throughout the duration of the Contract and continually revised, as necessary, based on lessons learned, new guidance, updated industry standards, and Department business needs and recommendations.

3.1.1.1.3 Communications Management Plan

- A. The Contractor shall develop and submit for approval a “Communications Management Plan” as part of the overall Project Management Plan.

B. The Communications Management Plan must:

- 1) Detail the project's required information, individuals/parties that require information, when information is required, where information is stored, how information is secured, format in which information is stored, and how information is disseminated to Stakeholders.
- 2) Document all the State's communications needs, including status reporting and project monitoring. The Contractor shall be responsible for creating a process to meet those needs.
- 3) Define the processes that are required to ensure timely and appropriate collection, storage, retrieval, security, distribution, management, and disposition of project information.
- 4) Detail Contractor staff providing services under the scope of this RFP to be communicated via MDH-issued email and communications platforms.
- 5) Be adhered to throughout the duration of the Contract and continually revised, as necessary, based on lessons learned, new guidance, updated industry standards, and Department business needs and recommendations

C. The Contractor shall include taglines on all written materials in compliance with accessibility regulations.

3.1.1.1.4 Status Reporting

The Contractor shall develop weekly and monthly "Status Reports," including written reports detailing the status of the project. State approval and acceptance is required.

(See [Sections 3.1.1.5](#) and [3.1.1.6](#) for additional requirements associated with implementation reporting.)

3.1.1.1.5 Risk and Issue Management Plan

- A. The Contractor shall develop and submit for approval a "Risk and Issue Management Plan" as part of the overall Project Management Plan.
- B. The Risk and Issue Management Plan must:
 1. Define how risk management activities for the project are conducted.
 2. Identify and categorize risks and/or issues and address how risks and/or issues, including anticipated impact, will be analyzed, monitored, controlled, and managed.
 3. Describe how the Contractor will perform an initial risk assessment and identify risk mitigation strategies.
 4. Describe how the Contractor will maintain and develop a risk registry and issues log for all project risks and issues.
 5. Be adhered to throughout the duration of the Contract and continually revised, as necessary, based on lessons learned, new guidance, updated industry standards, and Department business needs and recommendations.

(See [Sections 2.4.2.13.2.D\(1\)\(c\)](#) and [3.1.1.1.16.B\(13\)](#) for security Defect/vulnerability classification and resolution timeframes.)

3.1.1.1.6 Quality Management Plan

- A. The Contractor shall develop and submit for approval a Quality Management Plan as part of the overall Project Management Plan. State approval and acceptance is required.
- B. The Quality Management Plan must:
 - 1. Identify the quality requirements and/or standards applicable to the project and its Deliverables, and how those quality requirements shall be met.
 - 2. Describe how the organization’s quality policies will be incorporated into project activities and monitored for compliance throughout both the implementation of the BHASO System and its continued application of System maintenance and operational services throughout O&M, e.g., Engagement Center, Provider Relations, and Audit QA Plans.
 - 3. Describe how the Contractor will comply with HIPAA standards and protocols.
 - 4. Describe how the Contractor will monitor and measure System performance standards.
 - 5. Address all requirements of this RFP.
 - 6. Be adhered to throughout the duration of the Contract and continually revised, as necessary, based on lessons learned, new guidance, updated industry standards, and Department business needs and recommendations.
- C. As part of the Quality Management Plan, the Contractor shall assess its performance against all SLAs listed in [Section 3.4.2.1](#) and report its results to MDH on a monthly basis in a “Service-Level Agreement Self-Report” throughout the duration of the Contract. If the Contractor does not wish to utilize the Service-Level Agreement Self-Report template (see **Exhibit 15 – BHASO SLA Self-Reporting and Monitoring Template**) provided in the procurement library located on [eMMA](#), the Quality Management Plan shall describe how the Contractor will monitor, measure, and report on System performance standards. (See **SLA 24** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LD.)

3.1.1.1.7 Requirements Management Plan

- A. The Contractor shall develop and submit for approval a “Requirements Management Plan” as part of the overall Project Management Plan.
- B. The Requirements Management Plan must:
 - 1. Describe how the Contractor will enhance its understanding of the RFP requirements through the facilitation of requirements validation sessions.
 - 2. Include a “Requirements Traceability Matrix” (RTM) that lists all requirements associated with this RFP and associates them to operational functions, System functionality, test cases and Deliverables.
 - 3. Document the unique business rules for the BHASO System.

4. Clarify RFP requirements and identify the AS-IS and TO-BE state of the BHASO System and operations.
5. Include a “Business Rules Definition” document that lists all business rules (detailed in this RFP and extracted through Requirements Validation sessions) and applicable requirements and standards.

3.1.1.1.8 Deliverables Management Plan

- A. The Contractor shall develop and submit for approval a “Deliverables Management Plan” as part of the overall Project Management Plan.
- B. The Deliverables Management Plan must:
 1. Define how the Contractor will work with the Department to obtain a mutual understanding on the expectations for each Deliverable.
 2. Adhere to all requirements in this RFP.
 3. Describe the Deliverables expectation process.
 - a. This process shall include the submission of a Deliverables Expectation Document (DED) for each Deliverable.
 - i. The DED shall describe the format, intent, structure and content of all project Deliverables prior to their development or submission.

3.1.1.1.9 Interface Management Plan

- A. The Contractor shall develop and submit for approval an “Interface Management Plan” as part of the overall Project Management Plan.
- B. The Interface Management Plan must describe how the Contractor will:
 1. Collaborate with the Department and its business partners to identify, track, develop, test, implement, maintain, and operate all interfaces necessary to meet all requirements of this RFP.
 2. Track and document the successful development and testing of all interfaces necessary to meet the requirements of this RFP. The Contractor shall submit the documented interface test results accompanied by a cover letter that lists all interfaces tested and attests to their successful testing.
 3. Perform all testing necessary to ensure that files are loaded, updated, correctly accurately on a timely basis.

3.1.1.1.10 Conversion Management Plan

- A. The Contractor shall develop and submit for approval a “Conversion Management Plan” as part of the overall Project Management Plan.
- B. The Conversion Management Plan must describe how the Contractor will:

- 1) Collaborate with the Department and its business partners to test and manage all data conversions needed to meet the requirements of this RFP.
- 2) Track and document the successful conversion of all data sources necessary to meet the requirements of this RFP. The Contractor shall submit the documented conversion results accompanied by a cover letter that lists all converted data sources and attests to their successful conversion.
- 3) Adhere to this plan throughout the duration of the Contract and continually revise it, as necessary, based on lessons learned, new guidance, updated industry standards, and Department business needs and recommendations.

3.1.1.1.11 Configuration and Release Management Plan

A. The Contractor shall:

- 1) Develop and submit for approval a “Configuration and Release Management Plan” as part of the overall Project Management Plan.
- 2) Provide a “COTS Software Release and Deployment Schedule” to include:
 - a) All BHASO technical components
 - b) Vendors
 - c) Currently released version(s)
 - d) Currently installed version(s)
 - e) A plan for upgrades to maintain current version(s) as outlined in BHASO requirements

B. The Configuration and Release Management Plan must detail the processes and tools that will be used to fulfill the configuration and release management-related requirements in this RFP, including how the Contractor will:

- 1) Store source code and configurations in a version-controlled, auditable configuration management system.
- 2) Use a static code scanner on the check-in of code in adherence to a zero-Defect policy. A zero-Defect policy denotes that only correct code per the scanner is checked in by the developer.
- 3) Implement automated tools and processes to package executables, configurations, and source code to be automatically promoted into environments based on a schedule and approval from MDH in compliance with policies of least privilege and separation of duties.
- 4) Provide configuration management reports when changes are made in all BHASO Platform environments per [State of Maryland Information Technology Security Manual](#).
- 5) Ensure separation of duties for approvals and promotion of BHASO code and configurations. The Contractor shall clearly document separation of roles in the BHASO Configuration and Release Management Plan.

- 6) Operate an auditable release control process with MDH review and appropriate signoff on all releases.
- 7) Communicate releases to the list of Stakeholders provided by MDH.
- 8) Perform validation of successful installation of releases into production and involve MDH in release validation upon request.
- 9) Document a backout plan for all production changes.
- 10) Ensure releases are managed and executed by resources separate from the development team.

3.1.1.1.12 Change Management Plan

- A. The Contractor shall develop and submit for approval a “Change Management Plan” as part of the overall Project Management Plan.
- B. The Change Management Plan must:
 1. Define what project documents, activities, and artifacts are subject to the formal change control process.
 2. Include all aspects of the change control process, such as a description of the CCW, templates, and the list of documents subject to formal change control process.
 3. Describe how the Contractor will notify the State of any changes being implemented.
 4. Be adhered to throughout the duration of the Contract and continually revised, as necessary, based on lessons learned, new guidance, updated industry standards, and Department business needs and recommendations.

3.1.1.1.13 Staffing Management Plan

- A. The Contractor shall develop and submit for approval a “Staffing Management Plan” as part of the overall Project Management Plan.
- B. The Staffing Management Plan must:
 1. Provide guidance on how project resources should be defined, staffed, managed, and released throughout the term of the Contract.
 2. Identify the resources needed on the project, when those resources are needed, and the plan to onboard and offboard resources in accordance with the needs of the Contract.
 3. Include organizational charts with defined roles and responsibilities.
 4. Provide appropriate training and management supervision to all staff throughout the project.
 5. Be adhered to throughout the duration of the Contract and continually revised, as necessary, based on lessons learned, new guidance, updated industry standards, and Department business needs and recommendations.

3.1.1.1.14 Schedule Management Plan

- A. The Contractor shall develop and submit a “Schedule Management Plan” as part of the overall Project Management Plan.
- B. The Schedule Management Plan must detail the policies and procedures for planning, developing, managing, and controlling the Project Master Schedule (see [Section 3.1.1.1.1](#) for Project Master Schedule requirements and State acceptance/approval criteria thereof).
- C. All schedules produced in support of management of activities for this RFP shall adhere, at a minimum, to guidelines that will be communicated to the vendor during the Kickoff meeting.

3.1.1.1.15 Privacy and Security Management Plan

- A. The Contractor shall develop and submit for approval a “Privacy and Security Management Plan” as part of the overall Project Management Plan.
- B. The Privacy and Security Management Plan must:
 - 1) Define how privacy and security implications, considerations, and requirements shall be identified and complied with throughout the life of the project.
 - 2) Identify any pertinent privacy and security standards, regulations, or laws applicable to the project.
 - 3) Identify activities, processes, and tools used to measure and ensure compliance.
 - 4) Be adhered to throughout the duration of the Contract and continually revised, as necessary, based on lessons learned, new guidance, updated industry standards, and Department business needs and recommendations.

3.1.1.1.16 Test and Evaluation Management Plan (TEMP)

- A. The Contractor shall develop and submit a “Test and Evaluation Management Plan” (TEMP) as part of the overall Project Management Plan. State approval and acceptance of the plan is required.
- B. The TEMP must:
 - 1) Describe how the Contractor will provide the Department with access to a testing/training facility, at the Contractor’s local office, along with all necessary hardware, software, and network access required to conduct thorough testing.
 - 2) Detail how the Contractor will provide the Department with access to the BHASO System testing environment remotely and securely to validate testing, Defects, and reporting metrics.
 - 3) Describe how operational procedures, the BHASO System, and all ancillary functionalities are tested to ensure compliance with the requirements of this RFP.
 - 4) Describe methods for providing progress updates on testing activities such as test case development, testing, and Defect resolution as part of routine status reporting (see [Sections 3.1.1.1.4](#) and [3.1.1.6](#)).

- 5) Track and document the successful testing of all the requirements of this RFP.
- 6) Include the documented test results, which must be submitted to the Department, accompanied by a cover letter that certifies the BHASO System has been thoroughly tested and is ready for User Acceptance Testing (UAT).
- 7) Be adhered to throughout the duration of the Contract and continually revised, as necessary, based on lessons learned, new guidance, updated industry standards, and Department business needs and recommendations.
- 8) Describe how the Contractor will:
 - a) Follow [CMS Testing Framework](#) guidance.
 - b) Utilize the RTM to identify the testing needs of each requirement and link them to the appropriate operational/System test cases/scenarios.
 - c) Identify and develop a suite of test cases/scenarios to thoroughly test each requirement.
 - d) Manage environments for unit, integration, regression, UAT, and production.
 - e) Manage code promotion through the various environments.
 - f) Convert or create data for testing as determined by the Department.
 - g) Conduct thorough testing of the BHASO Systems functionality and operational procedures to ensure requirements are met and Service Level Agreements (SLAs) are achievable.
 - h) Log, categorize, and track BHASO System Defects from identification through resolution.
 - i) Perform Defect resolution and fine-tuning activities to correct Defects and enhance BHASO System performance.
 - j) Conduct and support UAT.
 - k) Conduct and support ORT.
- 9) Detail System integration testing (SIT) and include SIT results.
 - a) The Contractor shall submit to the Department the results of the BHASO SIT conducted prior to entering UAT.
 - b) The BHASO SIT results shall demonstrate that the Contractor thoroughly tested the BHASO System against all requirements of the RFP.
 - c) The BHASO SIT results shall identify all requirements tested, the associated test cases/scenarios, the disposition of the test (pass/fail), Defect tracking and resolution, including unique Defect tracking numbers linked to test case numbers.
 - d) The Contractor shall provide the results of BHASO SIT upon its successful completion along, with a cover letter documenting that the milestone has been completed and that UAT may begin. The cover letter shall attest that the BHASO

System has been tested against all System requirements, the UAT environment is Defect free, and the UAT environment has been loaded with all necessary data.

- 10) Detail user acceptance testing (UAT) and include UAT results.
 - a) The Contractor shall support the Department on all aspects of UAT including training, test case identification, test case creation, converting and providing test data, providing access to the training facility, providing all testing materials and documents, and providing technical support. The Contractor shall also develop all test data based on the test scenarios provided by the Department.
 - b) The MDH User Manual and Transportation Provider/Vendor User Manual shall be tested against the BHASO System to ensure accuracy and completeness during UAT.
 - c) The Contractor shall provide a UAT test environment(s) that mirror production and utilize converted data.
 - d) The draft Operations Procedure Manual shall be validated by the Contractor during UAT testing (see [Section 3.1.1.2.3](#))
 - e) The successful completion of UAT is a prerequisite to BHASO System operations.
 - f) The results of UAT shall be provided to the Department upon its successful completion, along with a cover letter documenting that the milestone has been completed and ORT may begin.
- 11) Detail operational readiness testing (ORT) and include ORT results.
 - a) The Contractor shall support ORT to ensure operational procedures are aligned with BHASO System functionality and the requirements of this RFP.
 - b) The Operational Procedure Manual, MDH User Manual, and Transportation Provider/Vendor User Manual shall be tested by the Contractor during ORT to ensure accuracy and completeness.
 - c) The Contractor shall participate in ORT as determined by the Department.
 - d) The successful testing of all operational procedures shall be tracked and documented as necessary to meet the requirements of this RFP. The Contractor shall submit the documented ORT results, accompanied by a cover letter that attests to its successful completion.
 - e) Interface testing shall be completed at the end of ORT and be performed over, at minimum, a two (2)-week duration. Results must be incorporated in the Interface Testing Report.
- 12) Detail parallel testing and include parallel testing results.
 - a) The Contractor shall complete Parallel Testing to ensure readiness of BHASO System functionality prior to implementation of the Solution.

- b) Parallel Testing of the BHASO System shall include the Contractor's plan to compare BHASO System data with converted data.
 - c) Parallel tests of BHASO data must be real tests on actual data; therefore, data conversion must be completed before Parallel Testing can begin.
 - d) No modifications will be made to software or data repositories in the Parallel Testing system, or to operational procedures, without written approval from MDH.
 - e) The Contractor shall be responsible for developing the details of the Parallel Testing Plan.
 - f) The Contractor shall include a description of its Parallel Testing strategy, methodology and schedule in its response to this RFP.
- 13) Detail the identified Defects.
- a) A Defect shall be defined as any System deficiency (e.g., bug) resulting in a condition whereby the BHASO System or any ancillary system fails to operate in accordance with MDH requirements.
 - b) To exit testing, either all Defects must be resolved or there must be a plan for resolution of the remaining Defects as determined by the Department.
 - c) Defects shall be classified in accordance with the following Department definitions of Defect severity:
 - i) **S1 – Catastrophic:** Defects preventing the System from operating to meet a significant number of mission-critical MDH requirements. These Defects are indicated by unavailability of the Contractor's System and related components for use, resulting in a critical impact on business operations. S1 Defects shall be resolved before further testing and/or development can continue, i.e., resolved before the System is put into operation.
 - ii) **S2 – Major (No Workaround):** Defects resulting in the disabling of major functions without workaround. These Defects are a severe deviation from expected and specific behavior that prohibits users from processing a major piece of functionality. They are indicated by serious production issues where the Contractor's System and related components are usable but severely limited with no viable workaround and may inhibit further testing of the System (i.e., "blocking" Defect). S2 Defects shall be resolved before further testing and/or development can continue, i.e., resolved before the System is put into operation.
 - iii) **S3 – Major (with Workaround):** Defects resulting in the disabling of major functions but with a viable workaround. These Defects are a significant deviation from expected and specific behavior that prohibits users from processing a major piece of functionality, but, for which, there is an acceptable workaround. They are indicated by moderate production issues where the Contractor's System is still usable, but either a

workaround is available or the issue is not critical to operations. The State may allow S3 Defects to exist in production depending on the impact to functionality and the nature of the workaround. Any S3 Defects that exist in operations must be accompanied by a “Defect Resolution Plan” that outlines the nature of the Defect and the steps, resources, and time needed to resolve the Defect.

- iv) **S4 – Minor:** Defects resulting in the disabling of minor functions. These Defects are a minor deviation from expected and specific behavior that prohibits users from processing a minor piece of functionality for which there may or may not be an acceptable workaround. They are indicated by nominal impact on operations or a reasonable circumvention to the problem. The State may allow S4 Defects to exist in production depending on the impact to functionality and the nature of the workaround. The State shall provide formal written approval to allow S4 Defects to exist in operations. Any S4 Defects that exist in operations must be accompanied by a “Defect Resolution Plan” that outlines the nature of the Defect and the steps, resources, and time needed to resolve the Defect.
- v) **S5 – Cosmetic:** Defects resulting in the deviation from expected and specific behavior that does not prohibit processing of any piece of functionality but which has a perceived impact on the usability of the Solution. S5 Defects, such as background color or logos, may be allowed to exist in operations; however, the State may require a Defect Resolution Plan depending on the nature of the S5 Defect.
- vi) **S6 – Internal:** Defects resulting in a systematic condition that minimally deviates from System requirements, but the condition or behavior would not impact the production environment nor be apparent to users. S6 Defects may be allowed to exist in operations; however, the State may require a Defect Resolution Plan depending on the nature of the S6 Defect.

3.1.1.1.17 Certification Readiness Plan

- A. The Contractor shall develop a “Certification Readiness Plan” as part of the overall Project Management Plan. State approval and acceptance of the plan is required.
- B. The Certification Readiness Plan must:
 - 1. Include all System Documentation, a “Deployment Plan,” and architectural diagrams.
 - 2. Track and identify CMS certification requirements as part of the overall RTM.
 - 3. Map CMS certification requirements to operational and technical requirements to ensure compliance.
 - 4. Detail how the Contractor will ensure CMS certification requirements are tested to confirm compliance.
 - 5. Detail how the Contractor will achieve CMS certification in accordance with the Project Master Schedule (see [Section 3.1.1.1.1](#)).

3.1.1.1.18 Organizational Change Management Plan

- A. The Contractor shall develop an “Organizational Change Management Plan” as part of the overall Project Management Plan and assign a member of the Contractor’s team to coordinate OCM activities with the MDH OCM lead. State approval and acceptance of the plan is required.
- B. The OCM Plan must describe how the Contractor will:
 - 1) Define what project documents, activities, and artifacts are being addressed by the OCM Plan.
 - 2) Document and describe all aspects of the Contractor’s organizational change management approach in the OCM Plan, such as but not limited to:
 - a) Overall approach and methodology, including a description of the approach by each project phase, as outlined in the Project Management Plan.
 - b) Stakeholder identification and management.
 - c) Organizational assessments of readiness.
 - d) Communication needs—in addition to linking these needs to the Communications Management Plan (see [Section 3.1.1.1.3](#)).
 - e) Training needs—in addition to linking to the Training Management Plan (see [Section 3.1.1.1.2](#)).
 - f) Resistance management.
 - g) Leadership alignment.
 - 3) Adhere to this plan throughout the duration of the Contract and continually revise it, as necessary, based on lessons learned, new guidance, updated industry standards, and Department business needs and recommendations.

3.1.1.2 User Manuals

3.1.1.2.1 Provider Manual

The Contractor shall:

- A. Develop a PBHS “Provider Manual”—from the MDH-provided template—that details instruction and guidance pertaining to all Provider-facing applications and procedures, informing users (i.e., Providers) how to successfully navigate and utilize the BHASO System.
- B. Validate alignment between the PBHS service array and the ABA service Matrix posted in the Provider Manual with the BHASO System during System testing.
- C. Submit a draft Provider Manual for use in developing testing scenarios for the Contractor’s System to be tested during UAT and ORT.
- D. Continually update the Provider Manual as a result of UAT and ORT so that it accurately reflects the System during operations when aligned with the PBHS service array.

- E. Continually update the Provider Manual as System updates and policy changes occur or at the discretion of the Contract Monitor.
- F. Verify and validate the Provider Manual during System testing.
- G. Cross-reference the PBHS service array with the BHASO System and confirm ability of each service requirement identified within the Provider Manual.

3.1.1.2.2 Maryland Department of Health (MDH) User Manual

The Contractor shall:

- A. Develop a BHASO “MDH User Manual”—from the MDH-provided template—tailored towards the Department’s staff that details instruction and guidance pertaining to MDH user-facing applications and procedures, informing Department users how to successfully navigate and utilize the BHASO System.
- B. Submit a draft MDH User Manual to be tested during UAT and ORT.
- C. Test the MDH User Manual during Systems testing.
- D. Update the MDH User Manual as a result of UAT and ORT so that it accurately reflects the BHASO System during operations.
- E. Make the MDH User Manual Available electronically via the web portal.
- F. Maintain and update the MDH User Manual as System updates and policy changes are implemented.

3.1.1.2.3 Operations Procedure Manual

The Contractor shall:

- A. Develop an “Operations Procedure Manual” (OPM)—from the MDH-provided template—tailored towards the Contractor’s staff that details instruction and guidance pertaining to the BHASO System functions, informing users how to successfully operate and maintain the BHASO System.
- B. Submit a draft OPM to be tested during UAT and ORT.
- C. Test the OPM during System testing.
- D. Update the OPM as a result of UAT and ORT so that it accurately reflects the System during O&M.
- E. Maintained and update the OPM as System updates and policy changes are implemented.
- F. Include an Organizational Chart in the OPM that describes all operational Stakeholders.
- G. Ensure the Organizational Chart describes the roles of responsibilities of all Stakeholders.

3.1.1.3 Certification Requirements

3.1.1.3.1 Contractor Privacy and Security Assessment

The Contractor shall meet all State and federal regulations regarding standards for privacy, security, and individually identifiable health information, including Security Incidents, Data Breaches (see definitions in [Appendix 1](#)), and unauthorized access. The Contractor will deliver, maintain, and operate Systems in full compliance with HIPAA and the [State of Maryland Information Technology Security Manual](#).

3.1.1.3.2 BHASO Project and System Certification

A. The Contractor shall:

1. Submit a Certification Readiness Plan (see [Section 3.1.1.1.17](#)) as part of the overall Project Management Plan.
2. Assign a Certification Manager who is responsible for the development and execution of the Certification Readiness Plan to achieve BHASO System certification.

B. The Certification Manager shall:

1. Serve as the primary POC for all matters associated with BHASO System certification.
2. Provide status updates on BHASO System certification as part of regular Status Reporting.
3. Administer, support, facilitate, and manage all certification activities to include maintaining certification artifacts and documents, facilitating meetings, and support the Department on all CMS certification matters, including:
 - a. Designing, developing and implementing a BHASO System that meets all certification requirements and standards of CMS.
 - b. Achieving CMS certification retroactive to the first day of the quarter following the implementation based on the approved Project Master Schedule (see **SLA 25** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LD).
 - c. Following the preparation guidelines in the Streamlined Modular Certification (SMC) for Medicaid Enterprise Systems Certification Guidance (see <https://www.medicaid.gov/medicaid/data-and-systems/downloads/smc-certification-guidance.pdf>) in designing and implementing the BHASO System, which shall meet Outcomes-Based Certification Key Progress Indicators (KPIs) as part of the System certification. KPIs shall be communicated to the Contractor by MMT Project Manager during the BHASO System Implementation Phase.
 - d. Planning BHASO System certification as part of the project activities to ensure the Contractor achieves CMS certification objectives.
 - e. Including certification activities in the Project Master Schedule as part of the overall Project Management Plan.
 - f. Providing a unified description and scope of services of the SOC 2 Report that includes all work performed by the Contractor and any subcontractors that

provides essential support to the Contractor or essential support to the information functions and processes provided to the Department under the Contract.

- g. Providing continuity in staffing through completion of CMS certification activities and retaining sufficient on-site BHASO Systems and operations staff to assist with resolving any problems or issues encountered during the certification process.
- h. Submitting a formal letter to the Department within four (4) months of the Go-Live date attesting that the BHASO System has been implemented and operates in compliance with the requirements of the RFP and is ready for certification activities.
- i. Correcting the certification deficiency if CMS determines at any time during the Contract Period that the BHASO System or any component of it does not meet certification standards and bear the responsibility for any additional costs and applicable penalties pursuant to the Contract terms. Specifically, the Contractor shall be responsible for the difference of any enhanced federal funding not provided to the State due to a deficiency with CMS certification.

3.1.1.4 Security Compliance and Controls

- A. The Contractor shall operate the BHASO System in accordance with CMS standards, the [State of Maryland Information and Technology Information Security Manual](#) (most current version), and the [State IT and cybersecurity policies](#) and maintain all requisite documentation. **Note:** All Systems that are to contain real Participant PHI or PII must meet operational standards no later than 30 days before introduction of the live, real data.
- B. The Contractor shall operate role-based Access, compliant with HHS guidance and [§ 164.312\(a\)\(2\)\(i\)](#), to platform functionality—including administrative functions—utilizing identity management processes and tools.
- C. The Contractor shall implement incident management processes for potential Security Incidents and Data Breaches in compliance with HIPAA (see [Attachment J](#)), MDH (to be adopted upon State publication—date to be announced), [Maryland Attorney General](#), and [HHS reporting requirements](#).
- D. Per Security Incident, the Contractor shall notify MDH within four (4) hours of identifying any potential or actual physical or System Security Incident and work to plan and implement corrective action to mitigate the Security Incident. (The four-(4)-hour notification requirement overrides the 24-hour notification requirement for Security Incident reporting found in the Business Associate Agreement [BAA]). (See **SLA 29** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LDs.)
- E. The Contractor shall perform code scanning using agreed-upon vulnerability scanning tools (static and dynamic) on all changes as part of the development lifecycle (see **SLAs 30–32** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LDs).
- F. The Contractor shall ensure, at the time of Go-Live, that all components of the BHASO System are no less than the current major release version-1, unless otherwise approved by MDH. The

Contractor shall maintain COTS products, code frameworks, Java Archives (JARs), and other BHASO components to a vendor- or community-supported version to current major release version no greater than N-1 throughout the O&M Phase. (See **SLA 33** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LDs).

- G. The Contractor will perform and complete System, security, and performance testing within the timelines of the MDH-approved project schedule.

3.1.1.5 Meetings

The Contractor shall:

- A. Conduct an on-site Kickoff meeting, the purpose of which is to:
- 1) Introduce the Project Manager and other implementation staff.
 - 2) Demonstrate the Contractor's understanding of the project by providing an overview of the major requirements.
 - 3) Provide the Contractor's approach to meeting project requirements.
 - 4) Review the major areas of the draft Project Management Plan.
 - 5) Communicate the expectations during the implementation;
 - 6) Answer questions from the State staff.
 - 7) Ask the Department staff questions to gain clarity on requirements or other aspects of the project.
 - 8) Submit the draft Project Management Plan for the Department's feedback and approval.
- B. Attend, support, coordinate, manage, and facilitate status meetings with the Department, including weekly status meetings unless otherwise approved by the Contract Monitor.
- C. The Contractor shall provide an agenda prior to every meeting and record minutes thereof, including the Kickoff, capturing the identity and contact information of all participants, items discussed, and commitments made by the Contractor, including committed completion dates.
- 1) A draft of these minutes must be provided to the Contract Monitor within three (3) Business Days of the meeting.
 - 2) Within two (2) Business Days of receipt of the draft minutes, the Contract Monitor will either approve the minutes in writing or will identify required changes.
 - 3) Any required changes must be made within two (2) additional Business Days.
 - 4) Final minutes of the Kickoff meeting must be submitted by the Contractor to all meeting participants no later than seven (7) Business Days after the meeting occurs.

3.1.1.6 Reports

In support of [Sections 3.1.1.1.4](#) and [3.1.1.5.B](#), Status Reporting shall:

- A. Be defined in the Communications Management Plan.

- B. Include weekly status reports covering:
- 1) Activities completed in the preceding reporting period.
 - 2) Activities planned for the next reporting period.
 - 3) Issues that need to be resolved and the resolution status.
 - 4) Status of risks, with special emphasis on change in risks, risk triggers, or the occurrence of risk items.
 - 5) Status of each “In-Progress” task identified in the Project Master Schedule and state whether the task is on schedule, slipping, or late.
 - 6) Indicators of project health:
 - a) Roadmap (i.e., a product roadmap identifying current, planned, and future functionality and milestones)
 - b) Progress tracking (i.e., a regular report measuring developmental progress, including progress towards achieving outcomes)
 - c) User feedback (i.e., a report showing how user feedback is regularly incorporated into development)
 - d) Defect and risk list (i.e., known Defects and risks that may cause delays and any mitigations or workarounds)
 - e) Product demos (i.e., demonstration of functionality/features or regular report of code/feature releases)
 - f) Testing process (i.e., a document detailing the testing process that is aligned with the established testing guidance framework)
- C. Include monthly status reports that summarize details from the weekly reports and contain executive summaries for management and oversight personnel, the format of which requires State approval.

3.1.1.7 Training

The following requirements detail Contractor obligations regarding Contractor staff and PBHS Provider community training during DDI.

3.1.1.7.1 Contractor Staff

The Contractor shall:

- A. Support all training activities during the implementation of the BHASO System.
- B. Be responsible for developing and delivering comprehensive training and related documentation and materials.
- C. Provide the staff necessary to meet the training-related requirements specified in this RFP.

- D. Ensure that all Key and Specialty Personnel as identified in [Sections 3.10.2 \(Table 3-2\)](#) and [3.10.3 \(Table 3-3\)](#) have been sufficiently trained on the BHASO System prior to commencement of UAT activities.
- E. Provide training to the Department's staff, Providers, and relevant business partners.
- F. Provide a comprehensive demonstration of all Engagement Center operations as part of ORT.
- G. Provide the following in support of training:
 - 1) Facility for on-site training with the capability for Providers to participate remotely
 - 2) Hardware/software
 - 3) Desktop computers
 - 4) Training staff
 - 5) Training materials, e.g. Manuals
- H. Provide the following types of training as required by MDH:
 - 1) Classroom training
 - 2) Computer-Based Training (CBT)
 - 3) Interactive and recorded, Web-Based Training (WBT)

3.1.1.7.2 Provider Community

The Contractor shall:

- A. Host and facilitate Provider forum training, e.g., pre-Go-Live Provider training.
- B. Develop and present implementation workshops at a frequency to be approved by MDH during contract Kickoff.
- C. Identify and engage community Stakeholders to be part of implementation workshops.
- D. Engage Stakeholder representatives in testing as appropriate, (portal registration and access, enrollment, and other activities as deemed necessary by MDH).
- E. Meet with designated Department and DORS representatives at a minimum frequency of twice annually as well as at the request of MDH and DORS in order to review progress on this initiative.

3.2 End-of-Contract Transition Phase

The following requirements are in addition to those stipulated in [Section 2.4.4](#).

3.2.1 Return and Maintenance of State Data

- A. Upon termination or the expiration of the Contract term, the Contractor shall: (a) return to the State all State data in either the form it was provided to the Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all

State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the Contract term; (c) after the retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to NIST-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.

- B. During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Monitor.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.

3.3 Invoicing

3.3.1 General

- A. The Contractor shall email the original of each invoice and signed authorization invoice to the Contract Monitor at the following email address: rebecca.frechard@maryland.gov and mdh.mabehavioralhealth@maryland.gov.
- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and 21.06.09.02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information without error:
 - 1. Contractor name and address
 - 2. Remittance address
 - 3. Federal taxpayer identification (FEIN) number, SSN, as appropriate
 - 4. Invoice period (i.e., time period during which services covered by invoice were performed)
 - 5. Invoice date
 - 6. Invoice number
 - 7. State assigned Contract number
 - 8. State assigned (Blanket) Purchase Order number(s)
 - 9. Goods or services provided
 - 10. Amount due
 - 11. Any additional documentation required by regulation or the Contract

- D. Invoices that contain both fixed price and time and materials (T&M) items shall clearly identify each item as either fixed or T&M billing.
- E. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required Deliverables within the timeframe specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- F. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- G. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.
- H. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 Calendar Days from the Contract termination date.

3.3.2 Invoice Submission Schedule

- A. The Contractor shall submit invoices for items of work for which there is one-time pricing (see [Attachment B-2](#)), those items shall be billed in the month following the acceptance of the work by the Department.
- B. The Contractor shall submit invoices for items of work for which there is annual pricing (see [Attachment B-2](#)), those items shall be billed in equal monthly installments for the applicable Contract Year in the month following the performance of the services.

3.3.3 Implementation Invoice Submission Schedule

- A. Monthly Administrative Invoices
 - 1) Invoices associated with the BHASO Implementation shall be submitted, with the accompanying Deliverable acceptance letters, no later than the 15th day of the month following the acceptance of respective Deliverables or groups of Deliverables as set forth in the following Implementation Milestone Schedule.

B. Implementation Invoices

- 1) The invoice amount shall be a percentage of the total fixed price amount for the implementation as set forth in the Milestone Schedule shown below.

Milestone	Deliverable	% of Total Implementation
Project Kickoff	Draft Project Management Plan	2.5%
Entering Requirements Validation	Draft System Security Plan (note: SSP must be submitted prior to MDH data being loaded into the BHASO System) and Finalized Project Management Plan	5%
Requirements Validation Complete	Requirements Traceability Matrix	10%
Requirements Validation Complete	Business Rules Definition Document	10%
System Testing Complete / Entering UAT	System Test Results	10%
System Testing Complete / Entering UAT	Conversion Results	10%
System Testing Complete / Entering UAT	Interface Test Results and Final System Security Plan	15%
Entering UAT	Draft Provider Manual	1%
Entering UAT	Draft MDH User Manual	1%
Entering UAT	Draft Operational Procedure Manual	1%
UAT and ORT Complete	Final Provider Manual	1.5%
UAT and ORT Complete	Final User Manual	1.5%
UAT and ORT Complete	Final Operational Procedure Manual	1.5%
UAT and ORT Complete	UAT Results	5%
UAT and ORT Complete	ORT Results	5%
Systems Ready for Go-Live	Contract Monitor verifies that BHASO System is ready for implementation	20%

- C. Administrative invoices must be submitted by the 10th Business Day of the month (from the previous month's enrollment).

3.3.4 Payment Provisions

For the purposes of the Contract, an amount will not be deemed due and payable if any of the following applies:

- A. The amount invoiced is inconsistent with the Contract
- B. The Proper Invoice has not been received by the party or office specified in the Contract
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract
- D. The item or services have not been accepted
- E. The quantity of items delivered is less than the quantity ordered
- F. The items or services do not meet the quality requirements of the Contract
- G. If the Contract provides for progress payments, the Proper Invoice for the progress payment has not been submitted pursuant to the schedule
- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions

3.3.5 BHASO Work Order Invoicing and Status Reports

3.3.5.1 BHASO Work Order Time Sheet Reporting

- A. The Contractor shall submit a monthly timesheet for the preceding month providing invoice information for all resources provided under the Contract that are performing work for Work Orders in support of BHASO Future Activities Phase, [Section 2.4.3](#), as well as any other work that is requested of the Contractor for Work Orders. The "BHASO Work Order Time Sheet Reporting" shall be submitted by the Contractor at the same time as the operational monthly time sheets found in [Section 3.3.2.A](#).
 - 1. At a minimum, each monthly timesheet shall show:
 - a. The title: "Time Sheet for BHASO Work Order: <insert the name of the Work Order task>."
 - b. The issuing company name, address, and telephone number.
 - c. For each employee/resource:
 - i. The employee/resource name.

- ii. Invoice period, e.g., “Period Ending: mm/dd/yyyy” (Periods run 1st through 15th, and 16th through last day of the month).
 - iii. The tasks completed that week and the associated Deliverable names and ID numbers.
 - iv. The number of hours worked each day.
 - v. The total number of hours worked that Period.
 - vi. The period variance above or below 40 hours.
 - vii. The annual number of hours planned under the Task Order.
 - viii. The annual number of hours worked to date.
 - ix. The balance of hours remaining.
 - x. The annual variance to date (sum of periodic variances).
 - xi. The signature and date lines for the Contract Monitor.
- B. Time sheets shall be submitted to the Contract Monitor prior to invoicing. The Contract Monitor or designee shall sign the timesheet to indicate authorization to invoice.
- C. The Department will pay for all labor hours worked at the respective hourly rate for each labor category until such time as the Not-to-Exceed total is reached. If this Not-to-Exceed total is reached and the subject of the Work Order has not been completed, the Contractor must continue to work on the project until it is completed and accepted by the Contract Monitor, however no additional payment will be made under the Work Order. If the project is completed and accepted by the Contract Monitor for fewer hours than anticipated such that the Not-to-Exceed total for the project has not been reached, no additional payment will be made for the project, i.e., the total cost of the respective project will be the amount that has been paid up until the acceptance of the project.

3.3.5.2 BHASO Future Activity Status Reporting

- A. The Contractor shall submit a monthly BHASO Future Activity Status Report that shall be submitted with the BHASO Future Activity Time Sheet Reporting found in [Section 3.3.4](#).
- B. At a minimum, each monthly Status Report shall show:
- 1) The title: “Status Report for BHASO Future Activity: <insert the name of the MMT Module>.”
 - 2) The issuing company name, address, and telephone number.
 - 3) The original proposed timeline submitted in the Work Order.
 - 4) The activities completed in the preceding reporting period (by resource as specified in the BHASO Future Activity Time Sheet Reporting found in [Section 3.3.4](#)).
 - 5) The activities planned for the next reporting period.
 - 6) The issues that need to be resolved and the resolution status.

- 7) The status of risks, with special emphasis on change in risks, risk triggers, or the occurrence of risk items.
 - 8) The status of each “In-Progress” task identified in the Project Master Schedule and state whether the task is “on schedule”, “slipping”, or “late.”
 - 9) The signature and date lines for the Contract Monitor.
- C. MDH will not pay BHASO Future Activity Invoices until both the Status Reporting (3.3.5.2(D)) and the Time Sheet Reporting (3.3.5.2(A)) are approved by the Contract Monitor.

3.3.6 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.4 Liquidated Damages

3.4.1 Minority Business Enterprise (MBE) Liquidated Damages (LD)

Minority Business Enterprise (MBE; see definition in [Appendix 1](#)) LDs are identified in [Attachment M](#).

3.4.2 Liquidated Damages other than Minority Business Enterprise (MBE)

3.4.2.1 Liquidated Damages for Failure to Satisfy Performance Standards

- A. The Contractor shall submit its monthly Service-Level Agreement Self-Report (see **Exhibit 15** located in this solicitation’s procurement library located on [eMMA](#)) and all required detailed reports to the Contract Monitor against the performance standards in this section by the 10th Business Day of every month following the SLA Activation Date.
- B. For any month of the Contract (e.g., July 1–July 31, 2023) in which the Contractor fails to meet one or more of the performance standards, the Contractor shall be liable for a reduction in its net monthly invoice to the Department in the form of an assessed LD amount per the “Calculations” column in [Table 3-1](#) below for each unmet standard.
- C. The LDs shall be a deduction from the ensuing month’s Monthly Charges.
- D. Percentage amounts for all relevant metrics shall be calculated to the hundredths place (i.e., second place to the right of the decimal point) and not rounded in either direction based on subsequent numbers (i.e., numbers further right of the second decimal point place), e.g., a monthly average Speed of Answer calculated as only have been 45 seconds or less 94.996137% of the time shall be reported as 94.99%, and thusly “not met.”
- E. LDs belonging to the same SLA shall be cumulative for each missed service-level metric.
- F. Each SLA requiring concomitant report(s) for its assessment period is indicated by an asterisk (*) in [Table 3-1](#) below.
- G. Further information relating to the metrics below can be found per each SLA’s requirement reference subsection.
- H. Furthermore, see [Sections 2.6.6](#) and [2.6.7](#) for LDs pertaining to RCA and CAP delivery, as well as annualized, outcome-based standards.

Table 3-1. Behavioral Health Administrative Services Organization Service-Level Agreements and Liquidated Damages

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
<i>Engagement Center</i>							
1	2.4.2.2 / 2.4.2.2.6	*The Contractor shall operate a toll-free call center (“Engagement Center”) that Providers and Participants can access 8:00 a.m.–6:00 p.m. in compliance with the required: a) Response Time; b) Speed of Answer; c) Hold Time; and d) Abandonment rate.	1-a. An occurrence is any instance whereby the ACD System’s rings exceeds five (5) seconds before responding for five percent (5%) or more of calls.	1-a. An LD of one-eighth percent (0.125%) of the monthly invoice will be assessed if the Contractor’s Response Time noncompliance average reaches or exceeds five percent (5%). Example: 5.0% of all calls during a single month are not picked up by the ACD within five seconds.	Monthly	Monthly	O&M
			1-b. An occurrence is any instance whereby the Contractor’s Speed of Answer exceeds 45 seconds for five percent (5%) or more of calls.	1-b. An LD of one-eighth percent (0.125%) of the monthly invoice will be assessed if the Contractor’s Speed of Answer noncompliance average reaches or exceeds five percent (5%). Example: 5.0% of all calls during a single month do not reach a live agent within 45 seconds of being routed by the ACD.			
			1-c. An occurrence is any instance whereby the Contractor’s Hold Time exceeds two (2) minutes, including transfers (handoffs), for five percent (5%) or more of calls.	1-c. An LD of one-eighth percent (0.125%) of the monthly invoice will be assessed if the Contractor’s Hold Time noncompliance average reaches or exceeds five percent (5%). Example: 5.0% of all calls during a single month are muted or on hold, including transfer time, after reaching the initial live agent for			

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
				<i>more than two (2) minutes of the total call duration.</i>			
			1-d. An occurrence is any instance whereby the Contractor's monthly average Abandonment rate reaches or exceeds three percent (3%) of calls.	1-d. An LD of one-eighth percent (0.125%) of the monthly invoice will be assessed if the Contractor's Abandonment rate reaches or exceeds three percent (3%). Example: 3.0% of all calls during a single month are abandoned, i.e., disconnected either before the call is resolved after reaching a live agent or at any point during the call due to System error.			
Grievances and Appeals Process							
2	2.4.2.2.4.1 / 2.4.2.2.6	*The Contractor shall process Grievances and Appeals within: a) twenty-four (24) hours of receipt or by close of the next Business Day for urgent clinical issues; b) five (5) Business Days of receipt for non-urgent, clinical issues; and c) thirty (30) Calendar Days of receipt for non-clinical issues.	2-a. An occurrence is any instance whereby the Contractor fails to investigate and process an urgent clinical Grievance within twenty-four (24) hours of receipt or by close of the next Business Day.	2-a. An LD of one-third percent (0.166%) of the monthly invoice will be assessed if the Contractor fails to investigate and process one (1) or more urgent clinical Grievances within twenty-four (24) hours of receipt or by close of the next Business Day. Example: One (1) urgent clinical Grievance is investigated and processed twenty-five (25) hours after urgent clinical Grievance receipt.	Daily	Monthly	O&M
			2-b. An occurrence is any instance whereby the Contractor fails to investigate and process a non-urgent clinical Grievance	2-b. An LD of one-third percent (0.166%) of the monthly invoice will be assessed if the Contractor fails to investigate and process one (1) or more non-urgent clinical Grievances			

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
			within five (5) Business Days of receipt.	within five (5) Business Days of receipt. Example: One (1) non-urgent clinical Grievance is investigated and processed six (6) Business Days after non-urgent clinical Grievance receipt.			
			2-c. An occurrence is any instance whereby the Contractor fails to investigate and process a non-clinical Grievance within thirty (30) Calendar Days of receipt.	2-c. An LD of one-third percent (0.166%) of the monthly invoice will be assessed if the Contractor fails to investigate and process one (1) or more non-clinical Grievances within thirty (30) Calendar Days of receipt. Example: One (1) non-clinical Grievance is investigated and processed thirty-one (31) Calendar Days after non-clinical Grievance receipt.			
Provider Management							
3	2.4.2.5 / 2.4.2.5.5	*The Contractor shall: a) load one hundred percent (100%) of Medicaid Provider files within the following Business Day of receipt; b) load one hundred percent (100%) of non-Medicaid Provider files within ten (10) Business Days of receipt;	3-a. An occurrence is any instance whereby the Contractor fails to load one (1) or more Medicaid Provider files within the following Business Day of receipt.	3-a. An LD of one-twelfth percent (0.083%) of the monthly invoice will be assessed if the Contractor fails to load one (1) or more Medicaid Provider files within the same following Business Day of receipt. Example: A Medicaid Provider file is loaded two (2) Business Day after receipt.	Per Occurrence and Daily	Monthly	O&M
			3-b. An occurrence is any instance whereby the Contractor fails to load one (1) or more	3-b. An LD of one-twelfth percent (0.083%) of the monthly invoice will be assessed if the Contractor fails to			

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
		<p>c) maintain a ninety-nine percent (99%) success rate per file load;</p> <p>d) report any fallout requiring MDH action within one (1) Business Day of file load (the following day);</p> <p>e) correct one hundred percent (100%) of fallout records that are within Contractor control within two (2) Business Days of file load; and</p> <p>f) maintain a data-load results Dashboard and notify the appropriate department within one (1) Business Day of file load when there are data or file anomalies.</p>	<p>non-Medicaid Provider files within ten (10) Business Days of receipt.</p>	<p>load one (1) or more non-Medicaid Provider files within the ten (10) Business Days of receipt. Example: A non-Medicaid Provider file is loaded eleven (11) Business Days after receipt.</p>			
			<p>3-c. An occurrence is any instance whereby the Contractor fails to maintain a ninety-nine percent (99%) success rate per file load.</p>	<p>3-c. An LD of one-twelfth percent (0.083%) of the monthly invoice will be assessed if the Contractor fails to maintain at least a ninety-nine-and-nine-tenths percent (99.9%) success rate per file load. Example: The file load success rate for is determined to be ninety-nine-and-eight-tenths percent (99.8%) for the reporting period.</p>			
			<p>3-d. An occurrence is any instance whereby the Contractor fails to report any fallout requiring MDH action within one (1) Business Day of file load.</p>	<p>3-d. An LD of one-twelfth percent (0.083%) of the monthly invoice will be assessed if the Contractor fails to report any fallout requiring MDH action within one (1) Business Day of file load. Example: The Contractor reports a fallout incident requiring MDH action two (2) Business Days after the file has been loaded.</p>			
			<p>3-e. An occurrence is any instance whereby the Contractor fails to correct one (1) or more fallout records that are within Contractor control within two (2) Business Days of file load.</p>	<p>3-e. An LD of one-twelfth percent (0.083%) of the monthly invoice will be assessed if the Contractor fails to correct one (1) or more fallout records that are within Contractor control within two (2) Business Days of file</p>			

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
				load. <i>Example: The Contractor corrects a fallout record within its control three (3) Business Days following file load.</i>			
			3-f. An occurrence is any instance whereby the Contractor fails to maintain a data-load results Dashboard or notify the appropriate department of data or file anomalies within one (1) Business Day of file load.	3-f. An LD of one-twelfth percent (0.083%) of the monthly invoice will be assessed if the Contractor fails to maintain a data-load results Dashboard or notify the appropriate department when there are data or file anomalies within one (1) Business Day of the load. <i>Example: The Contractor does not notify MDH/BHA of data or file anomalies within one (1) Business Day of the file load.</i>			
Participant Eligibility							
4	2.4.2.6 / 2.4.2.6.4	*The Contractor shall: a) load 100% of Eligibility files within the following Business Day of receipt; b) maintain a ninety-nine percent (99%) success rate per file load; c) report any fallout requiring MDH action within one (1) Business Day of file load (the following day);	4-a. An occurrence is any instance whereby the Contractor fails to load one (1) or more Eligibility files within the following Business Day of receipt. 4-b. An occurrence is any instance whereby the Contractor fails to maintain a ninety-nine percent (99%) success rate per file load.	4-a. An LD of one-tenth percent (0.10%) of the monthly invoice will be assessed if the Contractor fails to load one (1) or more Eligibility files within the same following Business Day of receipt. <i>Example: An Eligibility file is loaded two (2) Business Day after receipt.</i> 4-b. An LD of one-tenth percent (0.10%) of the monthly invoice will be assessed if the Contractor fails to maintain at least a ninety-nine-and-nine-tenths percent (99.9%) success	Per Occurrence, Daily, and Monthly	Monthly	O&M

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
		d) correct 100% of fallout records that are within Contractor control within two (2) Business Days of file load; and		rate per file load. Example: The file load success rate for is determined to be ninety-nine-and-eight-tenths percent (99.8%) for the reporting period.			
		e) maintain a data-load results Dashboard and notify MDH within one (1) Business Day of file load when there are data or file anomalies.	4-c. An occurrence is any instance whereby the Contractor fails to report any fallout requiring MDH action within one (1) Business Day of file load.	4-c. An LD of one-tenth percent (0.10%) of the monthly invoice will be assessed if the Contractor fails to report any fallout requiring MDH action within one (1) Business Day of file load. Example: The Contractor reports a fallout incident requiring MDH action two (2) Business Days after the file has been loaded.			
			4-d. An occurrence is any instance whereby the Contractor fails to correct one (1) or more fallout records that are within Contractor control within two (2) Business Days of file load.	4-d. An LD of one-tenth percent (0.10%) of the monthly invoice will be assessed if the Contractor fails to correct one (1) or more fallout records that are within Contractor control within two (2) Business Days of file load. Example: The Contractor corrects a fallout record within its control three (3) Business Days following file load.			
			4-e. An occurrence is any instance whereby the Contractor fails to maintain a data-load results Dashboard or notify MDH of data or file anomalies within one (1) Business Day of file load.	4-e. An LD of one-tenth percent (0.10%) of the monthly invoice will be assessed if the Contractor fails to maintain a data-load results Dashboard or notify MDH when there are data or file anomalies within one (1) Business Day of the load.			

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
				<i>Example: The Contractor does not notify MDH of data or file anomalies within one business of the file load.</i>			
Clinical Management – Authorizations							
5	2.4.2.7.1 / 2.4.2.7.5	*The Contractor shall process 100% of authorization requests as indicated in the referenced section in the following three categories: a) urgent admission authorization requests within one (1) hour; b) non-urgent, but specified admission authorization requests within three (3) Business days; and c) all other services, including all non-urgent admission authorization requests, within fourteen (14) Calendar Days.	5-a. An occurrence is any instance whereby the Contractor fails to process an urgent admission authorization request within one (1) hour of receipt of request.	5-a. An LD of one-sixth percent (0.166%) of the monthly invoice will be assessed if the Contractor fails to process one (1) or more urgent authorization requests within one (1) hour of request receipt. <i>Example: One (1) urgent ASAM 4.0 authorization request during an assessment period is processed in sixty-one (61) minutes.</i>	Hourly and Daily	Monthly	O&M
			5-b. An occurrence is any instance whereby the Contractor fails to process an authorization request specified in this category within three (3) Business Days of receipt of request.	5-b. An LD of one-sixth percent (0.166%) of the monthly invoice will be assessed if the Contractor fails to process one (1) or more authorization request within three (3) Business Days of request receipt. <i>Example: One (1) SUD residential 3.5 authorization request during an assessment period is processed four (4) Business Days after receipt.</i>			
			5-c. An occurrence is any instance whereby the Contractor fails to process any non-urgent request or other service request not covered by 5-a or 5-b within	5-c. An LD of one-sixth percent (.166%) of the monthly invoice will be assessed if the Contractor fails to process one (1) or more non-urgent requests or other service requests not covered by 5-a or 5-b within fourteen			

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
			fourteen (14) Calendar Days of receipt of request.	(14) Calendar Days of request receipt. Example: One (1) Psychiatric Rehabilitation Program (PRP) authorization request during an assessment period is processed fifteen (15) Calendar Days after receipt.			
Claims Management							
6	2.4.2.9 / 2.4.2.9.6	*The Contractor shall: a) pay or deny one hundred percent (100%) of all clean electronic claims within fourteen (14) Calendar Days of receipt; b) pay or deny one hundred percent (100%) of all claims within thirty (30) Calendar Days of receipt; c) maintain an overall claims accuracy rate of at least ninety-eight percent (98%); d) maintain a claims financial accuracy rate of at least ninety-nine percent (99%); e) deliver appropriate response files to ANSI 837 submitters within one (1) Business Day of receipt; and	6-a. An occurrence is any instance whereby the Contractor fails to pay or deny a clean electronic claim within fourteen (14) Calendar Days of receipt.	6-a. An LD of one-twelfth percent (.083%) of the monthly invoice will be assessed if the Contractor fails to pay or deny one (1) or more clean electronic claims within fourteen (14) Calendar Days of receipt. Example: One clean electronic claim is paid or denied fifteen (15) Calendar Days after receipt.	Daily and Monthly	Monthly	O&M
			6-b. An occurrence is any instance whereby the Contractor fails to pay or deny a claim within thirty (30) Calendar Days of receipt.	6-b. An LD of one-twelfth percent (.083%) of the monthly invoice will be assessed if the Contractor fails to process one (1) or more non-clean electronic claims or paper claims within thirty (30) Calendar Days of receipt. Example: One non-clean electronic claim is processed thirty-one (31) Calendar Days after receipt.			
			6-c. An occurrence is considered to be any month the Contractor fails to maintain an overall	6-c. An LD of one-twelfth percent (.083%) of the monthly invoice will be assessed if the Contractor fails to maintain a ninety-eight percent (98%)			

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
		f) track and reconcile one hundred percent (100%) of daily claim receipts from source through finalization and notification to Providers.	claims accuracy rate of at least ninety-eight percent (98%).	or higher claims accuracy rate over the duration of an assessment period. <i>Example: The Contractor's claims accuracy rate for a given assessment period is determined to be ninety-seven-and-ninety-nine-one-hundredths percent (97.99%).</i>			
			6-d. An occurrence is considered to be any month the Contractor fails to maintain a claims financial accuracy rate of at least ninety-nine percent (99%).	6-d. An LD of one-twelfth percent (.083%) of the monthly invoice will be assessed if the Contractor fails to maintain a ninety-nine percent (99%) or higher claims financial accuracy rate over the duration of a reporting period. <i>Example: The Contractor's claims financial accuracy rate for a given assessment period is determined to be ninety-eight-and-ninety-nine-one-hundredths percent (98.99%).</i>			
			6-e. An occurrence is any instance whereby the Contractor fails to deliver an appropriate response file to a Provider for an ANSI 837 submission within one (1) Business Day of receipt.	6-e. An LD of one-twelfth percent (.083%) of the monthly invoice will be assessed if the Contractor fails to deliver one (1) or more appropriate response files to Providers for an ANSI 837 submission within one (1) Business Day. <i>Example: The Contractor delivers an appropriate response file to a Provider for an ANSI 837 submission two (2) Business Days after receipt of claim.</i>			

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
			6-f. An occurrence is any instance whereby the Contractor fails to track and reconcile one or more daily claim receipts from source through finalization and notification to Providers.	6-f. An LD of one-twelfth percent (.083%) of the monthly invoice will be assessed if the Contractor fails to track and reconcile one (1) or more daily claim receipts from source through finalization and notification to Providers. Example: One (1) daily claim receipt is not reconciled.			
7	2.4.2.9 / 2.4.2.9.6	*For claims that are submitted within twelve (12) months of the decision date or notice of Eligibility, the Contractor shall utilize the Eligibility decision date in the adjudication of such claims for retroactively Eligible Participants in order for those claims to meet the timely filing limits.	An occurrence is any instance whereby the Contractor fails to, for claims submitted within twelve (12) months of the decision date or notice of Eligibility, utilize the Eligibility decision date in the adjudication of claims for retroactively Eligible Participants.	An LD of one-fourth percent (0.125%) of the monthly invoice will be assessed if the Contractor fails to, for claims submitted within twelve (12) months of the decision date or notice of Eligibility, utilize the Eligibility decision date in the adjudication of claims for retroactively Eligible Participants. Example: One (1) Eligibility decision date in the adjudication of a claim submitted within twelve (12) months of the decision date or notice of Eligibility is not utilized for retroactively Eligible Providers.	Monthly	Monthly	O&M
Federal Funding Participation							
8	2.4.2.11 / 2.4.2.11.2	*The Contractor shall: a) electronically submit paid claims to the MMIS within seven (7) Business Days of the date the claim was paid by the Contractor;	8-a. An occurrence is any instance whereby the Contractor fails to electronically submit a paid claim to the MMIS within seven (7) Business Days of the	8-a. In addition to the Contractor liability of any uncollected FFP funds due to failure to collect said monies, An LD of one-twelfth percent (0.083%) of the monthly invoice will be assessed if the Contractor fails to electronically submit one (1) or more	Per Occurrence, Daily, and Monthly	Monthly	O&M

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
		b) ensure a ninety-eight percent (98%) first-pass acceptance rate per file submission; c) ensure a one hundred percent (100%) overall acceptance rate within ninety (90) Calendar Days of claim payment date; d) ensure resolution of one hundred percent (100%) of discrepant payments within ninety (90) Calendar Days of claim payment date; e) notify the Department within thirty (30) Calendar Days of any unresolved errors; and f) prohibit unnecessary and inappropriate submission of claims to MMIS.	date the claim was paid by the Contractor.	paid claims to the MMIS within seven (7) Business Days of the date the claim was paid by the Contractor. <i>Example: One (1) claim is submitted eight (8) Calendar Days after the date the claim was paid by the Contractor.</i>			
			8-b. An occurrence is any instance whereby the Contractor fails to maintain at least a ninety-eight percent (98%) MMIS, first-pass acceptance rate per file submission.	8-b. In addition to the Contractor liability of any uncollected FFP funds due to failure to collect said monies, An LD of one-twelfth percent (0.083%) of the monthly invoice will be assessed if the Contractor fails to maintain at least a ninety-eight percent (98%) MMIS, first-pass acceptance rate. <i>Example: The Contractor's MMIS, first-pass acceptance rate for the given assessment period is determined to be ninety-seven-and--ninety-nine-one-hundredths (97.99%).</i>			
			8-c. An occurrence is any instance whereby the Contractor fails to maintain a one hundred percent (100%) MMIS acceptance rate within ninety (90) Calendar Days of Contractor payment date.	8-c. In addition to the Contractor liability of any uncollected FFP funds due to failure to collect said monies, An LD of one-twelfth percent (0.083%) of the monthly invoice will be assessed if the Contractor fails to maintain a one hundred percent (100%) MMIS acceptance rate within ninety (90) Calendar Days of Contractor payment date. <i>Example: The Contractor's MMIS acceptance</i>			

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
				<p><i>rate within ninety (90) Calendar Days for the given assessment period is determined to be ninety-nine-and-ninety-nine-one-hundredths percent (99.99%).</i></p>			
			<p>8-d. An occurrence is any instance whereby the Contractor fails to resolve all discrepant payments within ninety (90) Calendar Days of Contractor payment date.</p>	<p>8-d. In addition to the Contractor liability of any uncollected FFP funds due to failure to collect said monies, An LD of one-twelfth percent (0.083%) of the monthly invoice will be assessed if the Contractor fails to resolve all discrepant payments within ninety (90) Calendar Days of Contractor payment date. Example: The Contractor resolves one (1) discrepant payment ninety-one (91) Calendar Days after Contract payment date.</p>			
			<p>8-e. An occurrence is any instance whereby the Contractor fails to notify the Department in writing within thirty (30) Calendar Days after receipt of 835-error notification for any unresolved errors.</p>	<p>8-e. In addition to the Contractor liability of any uncollected FFP funds due to failure to collect said monies, An LD of one-twelfth percent (0.083%) of the monthly invoice will be assessed if the Contractor fails to notify the Department in writing within thirty (30) Calendar Days after receipt of 835 error notification for any unresolved errors. Example: The Contractor notifies the Department thirty-one (31) Calendar Days after receipt of 835-error notification for unresolved errors.</p>			

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
			8-f. An occurrence is any instance whereby the Contractor submits an unnecessary or inappropriate claim to MMIS.	8-f. In addition to the Contractor liability of any uncollected FFP funds due to failure to collect said monies, An LD of one-twelfth percent (0.083%) of the monthly invoice will be assessed if the Contractor fails to provide all safeguards to prohibit unnecessary and inappropriate submission of duplicate claims. <i>Example: One (1) duplicate claim is generated because the original claim submission did not instantaneously become part of Participant's payment history.</i>			
Audits and Program Integrity							
9	2.4.2.12 / 2.4.12.3	*The Contractor shall: a) complete four-hundred-and-twenty (425) desk and on-site audits annually, including any follow-up activities within forty-five (45) Business Days of each completed audit; b) maintain a Provider audit error rate of less than one percent (1%); c) complete one hundred percent (100%) of audit-related claim retractions within thirty (30) Business	9-a. An occurrence is considered to be any year the Contractor fails to complete four-hundred-and-twenty (425) audits or complete any follow-up activities for a completed audit within forty-five (45) Business Days.	9-a. An LD of one-eighth percent (0.125%) of the monthly invoice will be assessed if the Contractor fails to complete at least four-hundred-and-twenty (425) audits within a Calendar Year or complete any follow-up activities for a completed audit within forty-five (45) Business Days. <i>Example: Four-hundred-and-nineteen (419) audits are completed within the specified timeframes for a given Calendar Year.</i>	Annually and Monthly	Annually and Monthly	O&M
			9-b. An occurrence is any instance whereby the Contractor fails to maintain a Provider audit	9-b. An LD of one-eighth percent (0.125%) of the monthly invoice will be assessed if the Contractor fails to maintain a Provider audit error rate of			

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
		Days of MDH notification; and d) maintain a one hundred percent (100%)-error-identification accuracy rate on operational area audits.	error rate of less than one percent (1%).	less than one percent (1%). <i>Example: A Provider audit error rate during the is determined to be one (1) percent during the assessment period.</i>			
			9-c. An occurrence is any instance whereby the Contractor fails to complete one hundred percent (100%) of audit-related claim retractions within thirty (30) Business Days of MDH notification.	9-c. An LD of one-eighth percent (0.125%) of the monthly invoice will be assessed if the Contractor fails to complete one hundred percent (100%) of audit-related claim retractions within thirty (30) Business Days of MDH notification. <i>Example: One (1) audit-related claim retraction is completed thirty-one (31) Business Days after MDH notification.</i>			
			9-d. An occurrence is any instance whereby the Contractor fails to maintain a one hundred percent (100%)-error-identification accuracy rate on operational area audits.	9-d. An LD of one-eighth percent (0.125%) of the monthly invoice will be assessed if the Contractor fails to maintain a one hundred percent (100%)-error-identification accuracy rate. <i>Example: One (1) auditor-identified error is found inaccurate.</i>			
Operational Information Technology							
10	2.4.2.13 / 2.4.2.13.9	The Contractor shall: a) notify MDH of any nonfunctional or inaccurate System ability within three (3) Business Days;	10-a. An occurrence is any instance whereby the Contractor fails to notify MDH within three (3) Business Days of any non-functionality or inaccuracy regarding required System ability.	10-a. An LD of one-eighth percent (.0125%) of the monthly invoice will be assessed if the Contractor notifies MDH four (4) or more Business Days after identification of any non-functionality or inaccuracy regarding required System ability. <i>Example:</i>	Daily and Monthly	Monthly	O&M

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
		b) correct one hundred percent (100%) of Defects within their corresponding required timeframes;		<i>MDH is notified four (4) Business Days after identification of a non-functionality for a required System ability.</i>			
		c) auto-approve one hundred percent (100%) of services requiring registration for Eligible Participants immediately upon Provider submission and notify Providers of the approval;	10-b. An occurrence is any instance whereby the Contractor fails to correct one hundred percent (100%) of Defects within their corresponding required timeframes.	10-b. An LD of one-eighth percent (.0125%) of the monthly invoice will be assessed if the Contractor fails to correct one or more Defects within their corresponding required timeframes. <i>Example: One (1) PI Defect is corrected thirty-one (31) Calendar Days after identification.</i>			
		d) auto-approve one hundred percent (100%) of uninsured Eligible Participants who qualify for automated processing immediately upon Provider submission and notify Providers of the approval.	10-c. An occurrence is any instance whereby the Contractor fails to auto-approve one hundred percent (100%) of services requiring registration for Eligible Participants immediately upon Provider submission and notify Providers of the approval.	10-c. An LD of one-eighth percent (.0125%) of the monthly invoice will be assessed if the Contractor fails to auto-approve one or more services requiring registration for Eligible Participants immediately upon Provider submission or fails to notify Providers of the approval. <i>Example: One (1) service requiring registration for Eligible Participants is not auto-approved immediately upon Provider submission.</i>			
			10-d. An occurrence is any instance whereby the Contractor fails to auto-approve one hundred percent (100%) of uninsured Eligible Participants who qualify for automated processing immediately upon	10-d. An LD of one-eighth percent (.0125%) of the monthly invoice will be assessed if the Contractor fails to auto-approve one or more uninsured Eligible Participants who qualify for automated processing immediately upon Provider submission or fails to			

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
			Provider submission and notify Providers of the approval.	notify Providers of the approval. <i>Example: One (1) uninsured Eligible Participant who qualifies for automated processing is not auto-approved immediately upon Provider submission.</i>			
O&M Staffing							
11	2.4.2.15 / 2.3.4.1.C / 2.3.4.2.C	<p>The Contractor shall at all times:</p> <p>a) maintain sufficient staffing levels to meet or exceed the service requirements of the Contract as set forth in the Technical Proposal or an MDH-approved modified Staffing Management Plan. If the Contract necessitates reduced staffing levels, the Contractor may request a modified Staffing Management Plan for Departmental approval; and</p> <p>b) provide services in accordance with its proposed hours of operation throughout the duration of the Contract.</p>	<p>11-a. An occurrence is any instance whereby the Contractor fails to maintain sufficient staffing levels to meet or exceed the service requirements of the Contract as set forth in the Technical Proposal or an MDH-approved modified Staffing Management Plan at least ninety percent (90%) of the time.</p>	<p>11-a. An LD of one-half percent (0.50%) of the monthly invoice will be assessed if the Contractor fails to maintain sufficient staffing levels to meet or exceed the service requirements of the Contract as set forth in the Technical Proposal or an MDH-approved modified Staffing Plan at least ninety percent (90%) of the time. <i>Example: Contractor performance regularly fails to meet or exceed contractual standards because it is only maintaining eighty-nine percent (89%) of the designated resource allotment per its Staffing Management Plan.</i></p>	Monthly	Monthly	O&M
			<p>11-b. An occurrence is any fifteen (15)-minute instance whereby the Contractor fails to provide the level of services described in the Contractor’s Proposal in accordance with its specified Contractor Business Hours.</p>	<p>11-b. After an initial five (5)-minutes grace period (leeway), an LD of \$250 per 15-minute increment will be assessed for every level of service described in the Contractor’s Proposal that is not available to Participants, Providers, Stakeholders, etc.—other than due to a failure of the</p>	Per Occurrence	Monthly	O&M

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
				Contractor’s phone system, Information Technology (IT) System, etc., for which separate LDs have been established per service-level agreements (SLA) 19—i.e., the Contractor has not scheduled an adequate number of personnel to work to provide services in accordance with the days and hours specified in its Proposal.			
12	2.4.2.15.B / 3.10.3	The Contractor shall ensure that the required identified Key Personnel for fulfillment of the obligations of the Contract—subject to the provisions regarding substitution of personnel—are employed and allocated, as agreed, to BHASO services or assigned to the project within sixty (60) Calendar Days of a vacancy.	An occurrence is any instance whereby the Contractor fails to replace or provide adequate substitution for Key Personnel following sixty (60)-Calendar-Day vacancy.	An LD of \$5,000 of the monthly invoice will be assessed for each vacant Key Personnel position for every month that the position remains vacant beyond sixty (60) Calendar Days. <i>Example: The Chief Medical Director position is vacant for sixty-one (61) Calendar Days of O&M is calculated as \$5,000 × 1 = \$5,000.</i>	Monthly	Monthly	O&M
Annualized “HEDIS-LIKE” ASO Performance Measures (Beginning Year 2)							
13	2.6.7	Follow-up Appointment After Behavioral Health Hospitalization, including Inpatient psychiatric hospitals and SUD IMD admissions.	This measure will be performed with the ASO’s mental health and SUD data and reported quarterly. Two items will be measured: follow-up appointment kept after hospitalization within 7 and 30 days.	An LD of one-tenth percent (.10%) of the total amount invoiced for the prior Contract Year will be assessed if the Contractor fails to comply with the MDH-determined standards.	Per Occurrence	Annually	O&M

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
			<p>SUD residential services shall be reported separately.</p> <p>Goal: To decrease the length of time between hospital discharge and the first outpatient appointment.</p>				
14	2.6.7	Mental Health Readmission Rate	<p>This measure will be performed with the ASO’s mental health data and reported quarterly. This will include all Maryland inpatient Providers.</p> <p>Goal: To reduce mental health readmission rates.</p>	An LD of one-tenth percent (.10%) of the total amount invoiced for the prior Contract Year will be assessed if the Contractor fails to comply with the MDH-determined standards.	Per Occurrence	Annually	O&M
15	2.6.7	Engagement of Individuals Newly Diagnosed with Substance Use Disorders or Mental Health Disorders.	<p>This measure will be performed with the ASO’s BH data and reported quarterly.</p> <p>This measure will be performed for individuals with a new diagnosis of:</p> <ul style="list-style-type: none"> • Schizophrenia (First Episode Psychosis); • Major Depressive Disorder; • Opioid Use Disorder; or • Alcohol Use Disorder. <p>Goal: To positively impact engagement with SUD and MH services for those individuals newly diagnosed with an SUD or MH disorder. Early</p>	An LD of one-tenth percent (.10%) of the total amount invoiced for the prior Contract Year will be assessed if the Contractor fails to comply with the MDH-determined standards.	Per Occurrence	Annually	O&M

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
			intervention, regardless of age, for individuals to assist them with leading healthy and productive lives.				
16	2.6.7	Consumers Newly Diagnosed with Schizophrenia and Antipsychotic Medication Adherence. *Newly is defined as no claim with a diagnosis of schizophrenia for at least 6 months.	This quality measure will report on the consumers that have a new diagnosis of schizophrenia and who are prescribed antipsychotic medication(s). Goal: To positively impact medication adherence.	An LD of one-tenth percent (.10%) of the total amount invoiced for the prior Contract Year will be assessed if the Contractor fails to comply with the MDH-determined standards.	Per Occurrence	Annually	O&M
17	2.6.7	Adherence of Antidepressant Medication Use for Consumers Diagnosed with Major Depression from Inpatient Hospitalization.	This quality measure will report on consumers diagnosed with Major Depression, and adherence to prescribed antidepressant medication(s). Goal: To positively impact medication adherence.	An LD of one-tenth percent (.10%) of the total amount invoiced for the prior Contract Year will be assessed if the Contractor fails to comply with the MDH-determined standards.	Per Occurrence	Annually	O&M
System Performance							
18	2.4.1.B(1-2) / 2.4.2.13.3.B	The Contractor shall implement, operate, and maintain a robust IT solution that meets or exceeds the technological requirements of the Contract and is Available twenty-four (24) hours a day, seven (7) days a week, three-	18-a. An occurrence is any instance whereby the Contractor’s production environment is unavailable, i.e., “down,” any given minute of a day that the Department did not approve.	18-a. An LD of five percent (5.0%) of the monthly invoice will be assessed if the production environment of the Contractor’s System is unavailable more than one-half percent (0.5%) of the time during the assessment period. Example: The calculated amount of downtime is determined to be three-	Minute	Monthly	DDI and O&M

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
		hundred-and-sixty-five (365) days a year for (a) production and (b) non-production environments, except during MDH-approved downtime.	18-b. An occurrence is any instance whereby the Contractor’s non-production environment is unavailable, i.e., “down,” any given minute of a day that the Department did not approve.	<i>fifths percent (0.60%) over the course of an assessment period.</i>			
DDI Staffing							
19	2.4.1.B(3)	The Contractor shall maintain a sufficient number of Contractor Personnel throughout Phase 1 to successfully meet all DDI-related requirements in accordance with the MDH-approved Project Master Schedule.	An occurrence is any instance whereby the Contractor fails to maintain sufficient Contractor Personnel to meet or exceed Phase 1 requirements in accordance with the MDH-approved Project Master Schedule.	An LD of one-half percent (0.50%) of the monthly invoice will be assessed if the Contractor fails to maintain sufficient Contractor Personnel to meet or exceed the Phase 1 requirements in accordance with MDH-approved Project Master Schedule. <i>Example: The project is slipping, and the Department determines that the slippage is due to insufficient Contractor Personnel.</i>	Monthly	Monthly	DDI
20	2.4.1.B(3) / 3.10.3	The Contractor shall ensure that the required identified Key Personnel for fulfillment of the obligations of the Implementation Phase—	An occurrence is any instance whereby the Contractor fails to replace or provide adequate substitution for Key Personnel	An LD of \$10,000 of the monthly invoice will be assessed for each vacant Key Personnel position for every month that the position remains vacant beyond sixty (60) Calendar	Monthly	Monthly	DDI

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
		<p>subject to the provisions regarding substitution of personnel—are employed and allocated one hundred percent (100%) to BHASO services or assigned to the project within sixty (60) Calendar Days of a vacancy for the following positions:</p> <ul style="list-style-type: none"> • Director of Operations • Project Manager • Testing Manager/Lead • Training Manager/Lead • Certification Manager • Director of Information Technology • Chief Information Security Officer 	following a sixty (60)-Calendar-Day vacancy.	Days. <i>Example: The Testing Manager position is vacant for sixty-one (61) Calendar Days of O&M is calculated as $\\$10,000 \times 1 = \\$10,000$.</i>			
Project Management							
21	2.5.1.F / 2.4.1.C / 2.4.2.C	<p>The Contractor shall:</p> <p>a) submit all Deliverables, as listed in Section 2.5.4, in accordance with Section 2.5.1 and with the minimum specifications described in the Contract within the established MDH-approved Project Master Schedule timelines; and</p>	21-a. An occurrence is any instance that a Deliverable submitted to MDH does not meet the criteria detailed in Section 2.5.1 , the minimum specifications described in the Contract, and/or the timelines established within the MDH-approved Project Master Schedule.	21-a. An LD of \$1,000 will be assessed for each Calendar Week the Contractor fails to submit a deliverable for MDH approval that meets Section 2.5.1 , the minimum specifications described in the Contract, and/or the timelines specified within the MDH-approved Project Master Schedule. <i>Example: A deliverable listed in Section 2.5.4 is approved by MDH two Calendar Weeks after the approved timeline</i>	Weekly	Monthly	DDI

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
		b) resubmit all submissions subject to MDH approval within the five (5)-Business-Day revision timeframe containing required updates based on Department feedback (unless otherwise specified in this RFP or by the Contract Monitor).		<i>found in the Project Master Schedule is calculated as $\\$1,000 \times 2 = \\$2,000.00$.</i>			
			21-b. An occurrence is any instance whereby the Contractor fails to resubmit a Deliverable or any other applicable Contract submission within five (5) Business Days—unless otherwise specified in this RFP or by the Contract Monitor—of receipt of MDH-required revision(s).	21-b. An LD of \$100 will be assessed per Business Day that the Contractor fails to resubmit a Deliverable or any other applicable Contract submission following the fifth (5 th) Business Day of receipt of MDH-required revision(s), unless otherwise specified in this RFP of by the Contract Monitor.	Daily	Monthly	DDI and O&M
22	3.1.1.1	The Contractor shall submit a complete Microsoft Office Project Master Schedule per Section 3.1.1.1.1 within thirty (30) Calendar Days of the NTP or as otherwise directed by the Contract Monitor.	An occurrence is every Calendar Day after thirty (30) Calendar Days following the NTP or every Calendar Day after otherwise directed by the CM that the Contractor fails to submit a complete Microsoft Office Project Master Schedule per Section 3.1.1.1.1 .	An LD of \$1,000 will be assessed for each Calendar Day after thirty (30) Calendar Days following the NTP the Contractor fails to submit a complete Microsoft Office Project Master Schedule per Section 3.1.1.1.1. <i>Example: The Project Master Schedule is submitted to the Department thirty-five (35) Calendar Days after the NTP.</i>	Daily	Monthly	DDI
23	2.4.1.B(9)	The Contractor shall successfully transition from DDI to O&M by the MDH-approved Go-Live Date.	An occurrence is every Calendar Day after the current, MDH-approved Go-Live Date that the Contractor fails to successfully transition to Operations.	An LD of \$25,000 will be assessed for each Calendar Day the Contractor fails to successfully transition to Operations, becoming operational to the point of service where (1) Participant Eligibility files and Provider files are accepted for operations and (2) claims payments,	Calendar Day	Monthly	DDI

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
				priority reports, and blank and financial reports are Available. <i>Example: The Contractor's Solution becomes successfully operational ten (10) Calendar Days after the most recently MDH-approved Go-Live Date is calculated as $\\$25,000 \times 10 = \\$250,000.00$.</i>			
24	3.1.1.1.6.C	The Contractor shall assess its performance against all contractual service-level agreements (SLAs) listed in Section 3.2.4.1 and report its results to MDH, including the delivery of all applicable reports and evidentiary documentation, on a monthly basis throughout the duration of the Contract.	An occurrence is every Business Day instance after the tenth (10 th) Business Day of each month whereby the Contractor fails to submit the complete monthly Service-Level Agreement Self-Report containing all applicable measurements, reports, artifacts, supporting documentation, etc. as required by the Department.	An LD of \$250 will be assessed for each Business Day after the tenth (10 th) Business Day of every month that the Contractor fails to submit the complete monthly Service-Level Agreement Self-Report containing all applicable measurements, reports, artifacts, supporting documentation, etc. as required by the Department.	Daily	Monthly	DDI and O&M
25	3.1.1.3.2.B(3)(b)	The Contractor shall achieve CMS Certification retroactive to the first day of the quarter following the start of O&M.	An occurrence is the failing of the Contractor to achieve CMS certification in accordance with the approved project schedule therefore causing MDH a loss to enhanced federal funding and the Contract Monitor determining that the primary, or even the sole, reason for the failure to obtain certification is because of the actions or inactions of the Contractor.	The Contractor shall be liable for the difference between the federal funding received and the federal funding that would have been received had the System achieved certification retroactive to the first day of the quarter following operations. Note: MDH does not receive enhanced federal funding for two (2) calendar quarters due to failure to be certified. Systems that are not certified are federally funded at 50% of their total operational cost. Systems	Quarterly	Quarterly	O&M

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
				that are certified receive 75% enhanced federal funding for operational costs.			
Disaster Recovery							
26	3.5.1.D	*The Contractor shall perform or participate in a disaster recovery (DR) and business continuity (BC) test annually and provide the successful technical and operational results thereof to MDH within ten (10) Business Days of test completion.	26-a. An occurrence is any instance whereby the Contractor fails to successfully conduct a DR&BC Test within every 365-day period following Go-Live.	26-a. An LD of one percent (1%) of the monthly invoice will be assessed every Calendar Week following the assessment period the Contractor fails to conduct an annual DR&BC Test. Example: The DR&BC Test is conducted within the first Calendar Week following the specified timeframe.	Daily and Weekly	Annually	O&M
			26-b An occurrence is any instance whereby the Contractor fails to deliver the results of the DR&BC Test to MDH within ten (12) Calendar Days of its completion. Partial time periods succeeding initial noncompliance for DR&BC Test conduction is rounded up to the nearest one (1)-calendar-week increment and prorated.	26-b. An LD of one-half percent (.5%) of the monthly invoice will be assessed every Calendar Day the Contractor fails to provide the results an annual DR&BC Test ten (10) Business Days after Test completion. Example: The DR&BC Test results are delivered to MDH 13 Calendar Days after Test completion.			
27	3.5.1.F	The Contractor shall provide a disaster recovery (DR) solution that ensures a maximum of four (4)-hour recovery time objective	27-a. An occurrence is any instance whereby the Contractor's RTO exceeds four (4) hours. Additional occurrences will be assessed for	27-a. An LD of five percent (5%) of the monthly invoice will be assessed every four (4)-hour period of noncompliance and every succeeding period of initial noncompliance.	Hourly	Monthly	DDI

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
		(RTO) and a maximum of one (1)-hour recovery point objective (RPO).	every four (4)-hour period following initial occurrence.				
			27-b. An occurrence is any instance whereby the Contractor’s RPO exceeds one (1) hour. Additional occurrences will be assessed for every one (1)-hour period following initial occurrence.	27-b. An LD of one percent (1%) of the monthly invoice will be assessed every one (1)-hour period of noncompliance and every succeeding period of initial noncompliance.	Hourly	Monthly	DDI
28	3.5.1.F	The Contractor shall provide a disaster recovery (DR) solution that ensures a maximum of four (4)-hour recovery time objective (RTO) and a maximum five (5)-minute recovery point objective (RPO).	28-a. An occurrence is any instance whereby the Contractor’s RTO exceeds four (4) hours. Additional occurrences will be assessed for every four (4)-hour period following initial occurrence.	28-a. An LD of ten percent (10%) of the monthly invoice will be assessed every four (4)-hour period of noncompliance and every succeeding period of initial noncompliance.	Hourly	Monthly	O&M
			28-b. An occurrence is any instance whereby the Contractor’s RPO exceeds five (5) minutes. Additional occurrences will be assessed for every one (5)-minute period following initial occurrence.	28-b. An LD of five percent (5%) of the monthly invoice will be assessed every five (5)-minute period of noncompliance and every succeeding period of initial noncompliance.	Five Minutes	Monthly	O&M
Privacy and Security							
29	3.1.1.4.D	The Contractor shall: a) notify MDH in writing within four (4) hours of identifying any potential or	29-a. An occurrence is any instance whereby the Contractor fails to notify MDH in writing of a potential or an actual physical or System Security	29-a. An LD of one-half percent (.5%) of the monthly invoice will be assessed for every four (4)-hour period of failing to notify MDH in writing of a potential or an actual	Hourly	Monthly	DDI and O&M

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
		actual physical or System Security Incident; and b) work to plan and implement corrective action to mitigate the Security Incident. (The four (4)-hour notification requirement overrides the twenty-four (24)-hour notification requirement for Security Incident reporting found in the Business Associate Agreement [BAA]).	incident within four (four) hours of incident identification/discovery. 29-b. An occurrence is any instance whereby the Contractor fails to work to plan and implement corrective action of a potential or an actual physical or System Security Incident within four (4) hours of Incident identification/discovery.	physical or System Security Incident. Example: MDH is notified five (5) hours after a potential or an actual physical or System Security Incident. 29-b. An LD of one-half (.5%) of the monthly invoice will be assessed for every four (4)-hour period of failing to work to plan and implement corrective action of a potential or an actual physical or System Security Incident. Example: The Contractor begins actively planning and implementing corrective action five (5) hours after a potential or an actual physical or System Security Incident.			
30	3.1.1.4.E	*Static code scans shall (a) be completed monthly and upon check-in and (b) contain zero Defects upon code check-in—both for code correctness and security.	30-a. An occurrence is any month or code check-in that a static code scan is not completed or submitted to MDH accordingly. 30-b. An occurrence is any instance whereby a code contains one (1) or more Defects upon check-in.	30-a. An LD of one percent (1%) of the monthly invoice will be assessed for a static code scan that is not submitted accordingly to MDH. Example: A static code scan is not completed during the assessment period. 30-b. An LD of one-and-one-half percent (1.5%) of the monthly invoice will be assessed for any code containing one (1) or more Defects upon check-in. Example: A code is checked in containing one (1) Defect.	Per Occurrence and Monthly	Monthly	O&M

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
31	3.1.1.4.E	*Vulnerability scans shall be completed and delivered monthly to MDH.	An occurrence is any month that the vulnerability scan is not submitted to MDH.	An LD of two-and-one-half percent (2.5%) of the monthly invoice will be assessed for a vulnerability scan that is not submitted accordingly to MDH. <i>Example: A vulnerability scan is not completed during the assessment period.</i>	Monthly	Monthly	O&M
32	3.1.1.4.E	*Dynamic code scans shall be completed monthly and upon major System changes and delivered monthly to MDH.	An occurrence is considered to be any month or major System change that a dynamic code scan is not submitted to MDH.	An LD of two-and-one-half percent (2.5%) of the monthly invoice will be assessed for a dynamic code scan that is not submitted accordingly to MDH. <i>Example: A dynamic code scan is not completed during the assessment period.</i>	Per Occurrence and Monthly	Monthly	O&M
33	3.1.1.4.F	All software, Systems, and components, including code frameworks, shall be: a) maintained to version N or N-1; and	33-a. An occurrence is considered to be an instance any software, System, or component is not version N or N-1.	33-a. An LD of two-and-one-half percent (2.5%) of the monthly invoice will be assessed per instance of noncompliance. <i>Example: A System component is version N-2.</i>	Per Occurrence	Monthly	DDI and O&M
		b) within vendor support. Being out of date or out of support will require a Corrective Action Plan (CAP).	33-b. An occurrence is considered to be an instance any software, System, or component is not within vendor support.	33-b. An LD of two-and-one-half percent (2.5%) of the monthly invoice will be assessed per instance of noncompliance. <i>Example: A piece of software falls out of vender support.</i>	Per Occurrence	Monthly	DDI and O&M
34	3.7.7.B	The Contractor shall provide MDH with complete, unaltered scan files within two (2) Business Days of written request.	An occurrence is any instance whereby the Contractor fails to deliver a complete, unaltered scan to MDH within two (2)	An LD of two-and-one-half percent (2.5%) of the monthly invoice will be assessed for any instance the Contractor fails to deliver a complete, unaltered scan within two (2) Business Days after MDH request.	Business Days	Monthly	DDI and O&M

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
			Business Days after MDH request.	<i>Example: A complete, unaltered scan is delivered to MDH three (3) Business Days after MDH request.</i>			
35	3.7.7.B	*All scan findings will be tracked as “issues” and resolved within a timeline as outlined in the Maryland Information Technology Security Manual .	An occurrence is any instance whereby the Contractor fails to track and resolve a scan finding per the Maryland Information Technology Security Manual.	An LD of one-half percent (.5%) of the monthly invoice will be assessed for any scan finding not being logged or resolved per Maryland-Information-Technology-Security-Manual-compliant timeline. <i>Example: A scan finding remains unresolved outside of the Maryland-Information-Technology-Security-Manual-compliant timeline.</i>	Monthly	Monthly	DDI and O&M
36	3.7.5.B(6)	The Contractor shall maintain ciphers for encryption as required by FIPS guidance (current version), NIST SP 800-52 (current version), and NIST 800-63 series .	An occurrence is any instance whereby that encryption ciphers fail to meet FIPS guidance or NIST SP 800-52 (current version), and/or NIST SP 800-63 series compliance standards.	An LD of one percent (1%) of the monthly invoice will be assessed for any instance that encryption cyphers fail to meet FIPS guidance or NIST SP 800-52 and/or NIST SP 800-63 series compliance standards. <i>Example: A cypher encryption is not maintained per FIPS guidance.</i>	Per Occurrence	Monthly	DDI and O&M
37	3.7.7	The Contractor shall: a) retain log data for ninety (90) Calendar Days; and b) provide online access thereto per the Maryland Information Technology Security Manual.	37-a. An occurrence is any instance whereby the Contractor fails to retain for at least ninety (90) Calendar Days.	37-a. An LD of one-half percent (.5%) of the monthly invoice will be assessed for any instance that the Contractor does not retain log data for ninety (90) Calendar Day. <i>Example: A log datum is only retained for eighty-nine (89) Calendar Days.</i>	Per Occurrence	Monthly	DDI and O&M
			37-b. An occurrence is any instance whereby the Contractor	37-b. An LD of one-half percent (.5%) of the monthly invoice will be			

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
			fails to provide online access to log data ninety (90) Calendar Days old or less.	assessed for any instance that the Contractor does not provide access to any log data ninety (90) Calendar Days old or less. Example: MDH is unable to access applicable log data due to Contractor noncompliance.			
38	3.7.7	The Contractor shall maintain the seven (7) most recent Calendar Years of logged data per Maryland Information Technology Security Manual.	An occurrence is any instance whereby the Contractor fails to retain the seven (7) most recent Calendar Years of logged data.	An LD of one percent (1%) of the monthly invoice will be assessed for any instance that the Contractor does not maintain log data for the seven (7) most recent Calendar Years. Example: A log datum is only retained for six (6) years and eleven (11) months.	Per Occurrence	Monthly	DDI and O&M
39	3.7.7	The Contractor shall retain all logs and required artifacts related to Security Incidents for ten (10) Calendar Years.	An occurrence is considered an instance the Contractor fails to retain logs related to Security Incidents for at least ten (10) years.	An LD of one percent (1%) of the monthly invoice will be assessed for any instance that the Contractor does not maintain logs related to Security Incidents for the ten (10) most recent Calendar Years. Example: A Security-Incident-related artifact is only retained for nine (9) years and eleven (11) months.	Per Occurrence	Monthly	DDI and O&M
40	3.7.7.B	*Compliance scans for NIST SP 800-53 (current version agreed upon) shall (a) be completed quarterly and upon major System change and (b)	40-a. An occurrence is any instance whereby the Contractor fails to complete a compliance scan during an annual quarter or upon a major System change.	40-a. An LD of two percent (2%) of the monthly invoice will be assessed for any instance that the Contractor fails to complete a compliance scan during an annual quarter or upon a major System change. Example: The Contractor does not complete a	Per Occurrence, Daily, and Quarterly	Monthly and Quarterly	DDI and O&M

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
		delivered monthly when applicable.		<i>compliance scan upon a major System change.</i>			
			40-b. An occurrence is any instance whereby the Contractor fails to deliver a compliance scan report to MDH when applicable.	40-b. An LD of one percent (1%) of the monthly invoice will be assessed for any instance that the Contractor fails to deliver a compliance scan report to MDH when applicable and an additional one-half percent (.5%) for every one (1)-Business Day period succeeding initial delivery noncompliance. Example: A compliance scan report is delivered to MDH one (1) Business Day after it is due.			
41	3.7.7.C	*Penetration testing shall: a) be completed forty-five (45) Calendar Days prior to operational readiness, upon major System changes, and annually; and b) the results thereof delivered to MDH within ten (10) Business Days of completed penetration testing.	41-a. An occurrence is any instance whereby the Contractor fails to complete penetration testing forty-five (45) Calendar Days prior to operational readiness, upon a major System change, or annually.	41-a. An LD of two-and-one-half percent (2.5%) of the monthly invoice will be assessed if the Contractor fails to complete penetration testing at least forty-five (45) Calendar Days prior to operational readiness, upon a major System change, or within an annual period. Example: Penetration testing is completed forty-four (44) Calendar Days prior to operational readiness.	Per Occurrence, Daily, and Annually	Monthly, Quarterly, and Annually	DDI and O&M
			41-b. An occurrence is any instance whereby the Contractor fails to deliver penetration testing results to MDH within ten (10) Business Days of penetration testing completion.	41-b. An LD of two-and-one-half percent (2.5%) of the monthly invoice will be assessed for any instance the Contractor fails to deliver penetration testing results to MDH within ten (10) Business Days of penetration testing completion. Example: Penetration			

SLA ID	Requirement Reference Subsection	Service-Level Agreement (SLA) Description	SLA Liquidated Damages (LD)	Calculations	Measurement Frequency	Assessment Period	Contract Phase
				<i>testing results are delivered to MDH eleven (11) Business Days after testing completion.</i>			
42	3.7.5.B(2) / 3.7.7.B(3)	*CIS hardening scans level 1 shall be completed before server acceptance with zero findings and reevaluated annually.	An occurrence is any instance whereby the Contractor fails to complete a CIS hardening scan level 1 with zero findings prior to server acceptance, reevaluate it annually, or deliver a scan's report to MDH when applicable.	An LD of one-half percent (.5%) of the monthly invoice will be assessed if the Contractor fails to complete a CIS hardening scan level 1 with zero findings prior to server acceptance, any instance it fails to reevaluate the server during an annual period, or any instance it fails to deliver a scan's report to MDH when applicable, and an additional one-half percent (.5%) for every one (1)-Business-Day period succeeding initial delivery noncompliance. <i>Example: The CIS hardening scan level 1 with zero findings is not completed prior to server acceptance.</i>	Per Occurrence, Daily, and Annually	Monthly and Annually	DDI and O&M

3.5 Disaster Recovery and Data

The following DR requirements apply to the Contract.

3.5.1 Redundancy, Data Backup, and Disaster Recovery (DR)

- A. Unless specified otherwise in the RFP, the Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the Availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.
- B. The Contractor shall have robust contingency and DR plans in place that are detailed within the DR&BC Plan to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor or subcontractor's operations (including, but not limited to, disruption to IT systems), however caused.
 - 1) The Contractor shall furnish a DR site.
 - 2) The DR site shall be in a separate geographical region from the primary operations site and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The DR&BC Plan must be designed to ensure that services under the Contract are successfully restored after a disruption within twenty-four (24) hours from notification, which will allow recovery of the System and all adjudicated claims data within either 60 or five (5) minutes of the disaster in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the DR&BC Plan at least once annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited System downtime when testing is conducted. The annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing. (See **SLA 26** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LDs.)
- E. Such DR&BC Plan shall be Available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.
- F. The Contractor shall:
 - 1) Meet the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) metrics defined in the Service Level Agreement (see **SLAs 27** and **28** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LDs).
 - a) The DR solution shall ensure a maximum of a twenty-four (24)-hour RTO and a maximum of a one (1)-hour RPO during the Implementation Phase.
 - b) The DR solution shall ensure a maximum of a twenty-four (24)-hour RTO and a maximum of a five (5)-minute RPO during the O&M Phase.

- 2) Perform regular backups for all application and configuration data that is necessary to restore the application to full operability on suitable hardware and provide these backups in a format and location determined and accessible by MDH. “Regular” data backups are considered daily snapshots of all instances (i.e., System changes/updates); however, applications with critical databases and components may require routine hourly backup. Backups shall be retained by the Contractor accordingly:
 - a) Seven (7) Calendar Days for non-production environment files.
 - b) 14 Calendar Days for staging environment files.
 - c) 30 Calendar Days for production environment files.
- 3) Encrypt the backups using a shared key.
- 4) Provide on-demand support for the State’s recovery of a backup set.

3.5.2 Data Export/Import

- A. Data used by any Contractor System may be natively hosted within the MD THINK (see definition in [Appendix 1](#)) environment. However, if the Contractor’s System is not hosted in the MD THINK environment, the Contractor shall at no additional cost or charge to the State and in an industry standard/non-proprietary format:
 - 1) Perform, at minimum, a full export of State data to MD THINK on a weekly basis and a partial export to MD THINK upon request within twenty-four (24) hours.
 - 2) Provide to the State the ability to access the data by providing the State with any access and instructions that are needed.
 - 3) Weekly exports shall commence on the Go-Live Date.
 - 4) The weekly export process will be tested and verified as complete by MDH no less than 30 days prior to the Go-Live Date.
- B. Any import or export shall be in a secure format per the security requirements.

3.5.3 Data Ownership and Access

- A. Data, databases, and derived data products created, collected, manipulated, or directly purchased as part of an RFP are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State’s written request.
- C. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.

- D. At no time shall any data or processes—that either belong to or are intended for the use of the State or its officers, agents or employees—be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.
- F. Provisions in **Sections 3.5.1–3.5.3** survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.5.1–3.5.3** (or the substance thereof) in all subcontracts.

3.6 Insurance Requirements

- A. The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised.
 - 1) The following types of insurance and minimum amounts of coverage are required:
 - a) **Commercial General Liability** – of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 - b) **Errors and Omissions/Professional Liability** – \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
 - c) **Crime Insurance/Employee Theft Insurance** – to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland and the Department should be added as a “loss payee.”
 - d) **Cyber Security/Data Breach Insurance** – (For any service offering hosted by the Contractor) ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored.
 - e) **Worker’s Compensation** – The Contractor shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
 - f) **Automobile or Commercial Truck Insurance** – The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

- B. The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- C. All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- D. Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- E. The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- F. The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.7 Security

The following security requirements apply to the Contract.

3.7.1 Employee Identification

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the security requirements specified herein.
- D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.7.2 Security Clearance/Criminal Background Check

- A. A criminal background check for any Contractor Personnel shall be completed prior to each Contractor Personnel providing any services under the Contract.

- B. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.
- C. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- D. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property).
 - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft).
 - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics).
 - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving Fraud).
 - 5) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration).
 - 6) A crime of violence as defined in CL § 14-101(a).
- E. Contractor Personnel with access to Systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under the Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- F. A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

3.7.3 On-Site Security Requirement(s)

- A. The following requirements are applicable in instances where Contractor Personnel, for any reason, enter and exit a State-secured facility/premises.
- B. For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
 - 1) Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.

- 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) brought onto the site, and to submit to a physical search of his or her person. Therefore, Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- C. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the MDH may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
- D. Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Department that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.7.4 Information Technology (IT)

- A. Contractors shall operate in compliance with the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: <https://doit.maryland.gov/Pages/default.aspx> – keyword: *Security Policy*.
- B. The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN. Additionally, the Contractor shall:
 1. Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted IT industry best practices for information security such as those listed below in **Section 3.7.5**.
 2. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract.
- C. The Contractor—and Contractor Personnel—shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and IT and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: *Security Policy*.

3.7.5 Data Protection and Controls

- A. The Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with the [State of Maryland Information Technology Security Manual](#) and other accepted industry standards, such as those security standards listed in Section 2.3.2.N–R.
- B. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
1. Establish separate production, test, and training environments for Systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of sensitive data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in this section (3.7.5).
 2. Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <https://public.cyber.mil/stigs/>, or similar industry best practices to reduce the Systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor’s System configuration files.
 3. Ensure that State data is not commingled with non-State data through the proper application of compartmentalization security measures.
 4. Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
 5. For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
 6. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules,” FIPS PUB 140-3: <https://csrc.nist.gov/publications/detail/fips/140/3/final> and <https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-3-standards>. (See SLA 36 in Table 3-1 in [Section 3.4.2.1](#).)

7. Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, System exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including DoIT's Information Security Policy.
8. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under the Contract.
9. Ensure System and network environments are separated by properly configured and updated firewalls.
10. Restrict network connections between trusted and untrusted networks by physically or logically isolating Systems from unsolicited and unauthenticated network traffic.
11. By default, "deny all" and only allow access by exception.
12. Review, at least annually, the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
13. Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability's identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the Contractor's policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.
14. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with DoIT's most current Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
15. Ensure State data is not processed, transferred, or stored outside of the U.S. The Contractor shall provide its services to the State and the State's end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.

16. Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor -owned equipment to a State LAN/WAN.
17. Ensure that anti-virus and anti-malware software is installed and maintained on all Systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the System for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
18. Conduct regular external vulnerability testing designed to examine the service Provider's security profile from the internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

3.7.6 Security Logs and Reports Access

- A. For a SaaS or non-State hosted solution, the Contractor shall provide reports to the State in a mutually agreeable format.
- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to the Contract.

3.7.7 System Security Plan (SSP)

- A. The Contractor shall meet all State and federal regulations regarding standards for privacy, security, and individually identifiable health information, including Security Incidents, Data Breaches, and unauthorized access. The Contractor will deliver, maintain, and operate Systems in full compliance with HIPAA and the [State of Maryland Information Technology Security Manual](#).
- B. The Contractor shall perform security scanning on the BHASO System and APIs before their initial deployment, no less frequently than every annual quarter, and after every major release and provide copies of these scans, as appropriate, with the monthly Service-Level Agreement Self-Report. Where the Contractor supplying the BHASO component recommends more frequent security scanning, those guidelines shall take precedence. Tracking will be by POA&M (see [Section 2.4.2.13.2.D\(1\)\(c\)](#) for security Defect/vulnerability classification and resolution timeframes). Quarterly security scanning shall comprise of compliance scan (i.e., against [NIST 800-53](#)). Monthly security scanning shall comprise:
 - 1) A static code scan to look at Common Weakness Enumerations (CWEs).
 - 2) A dynamic code scan measuring Common Vulnerabilities and Exposures (CVEs).

- 3) A Center for Internet Security (CIS) Level 1 scan or better (on each server as part of initial deployment).
 - 4) A vulnerability scan.
- C. The Contractor shall perform penetration testing on the BHASO System and APIs no less than annually as well as after every release of any major application programming interface (API; see definition in [Appendix 1](#)) changes or version updates (see **SLA 41** in [Table 3-1](#) of [Section 3.4.2.1](#) for associated LDs).
- D. The Contractor shall develop, execute, maintain, and deliver for the State’s approval a System Security Plan (SSP) that will document the current level of security controls within this RFP’s SOW that protects the confidentiality, integrity, and Availability of the Contractor’s System and its information in compliance with the [State of Maryland Information Technology Security Manual](#) and other [State IT and cybersecurity policies](#). This shall be a living document and updated no less than annually, when new vulnerabilities are identified and mitigated, and when additional functionality and/or components are implemented. The SSP must be approved before any State data is transferred or entered into the System. The State must approve all revisions of the SSP. If the Contractor’s System is hosted by the State, the State shall provide supporting information to the Contractor to complete the SSP.
- E. The SSP shall include:
- 1) An “Event Management Plan”
 - 2) A “Problem Management Plan”
 - 3) An “Incident Response Plan”
 - 4) An “Information Security Risk Assessment”
 - a) Refer to [NIST SP 800-53](#) (or current version) for more information regarding information security risk assessments.
 - 5) A Privacy Impact Assessment (PIA)
 - a) PIA objectives include:
 - i) Ensuring data handling conforms to applicable legal, regulatory, and policy requirements regarding privacy.
 - ii) Determining the risks and effects of collecting, maintaining, and disseminating information in identifiable form within an electronic Information System.
 - iii) Examining and evaluating protections and alternative processes for handling information in order to mitigate potential privacy risks.
- F. The SSP shall address:
- 1) Adherence to the State’s requirements outlined in the [State of Maryland Information Technology Security Manual](#).

- 2) Compliance with [CMS Acceptable Risk Safeguards \(ARS\)](#) to assess confidentiality, integrity, and availability (CIA) and [NIST SP 800-53](#) (current revision) at a moderate control level.
- 3) Data center physical security.
- 4) Network segmentation, access controls, and forensics.
- 5) Perimeter security.
- 6) Application security and data sensitivity classification, including PHI and PII.
- 7) Endpoint protections such as multiple redundant firewalls and host-based intrusion detection systems.
- 8) Identification and prevention of the use of prohibited functions, ports, protocols, and services.
- 9) Network, firewall, server, and other security-related configurations and changes.
- 10) Intrusion detection and prevention.
- 11) Network scanning tools.
- 12) Host hardening.
- 13) Internet filtering.
- 14) Remote access.
- 15) Encryption of data at rest and in transit.
- 16) User authentication and directory services.
- 17) Interfaces and exchange of data with external entities.
- 18) System penetration testing.
- 19) Management of operating system and security patches.
- 20) Anti-virus and malware detection and email gateways.
- 21) Assessment and testing of System and code modifications.
- 22) Allowable internal and external communication protocols.
- 23) Compliance with [FedRAMP Certification](#), [FedRAMP Risk Assessment](#) that indicates compliance, or documented [NIST SP 800-53](#) (current version) at a moderate system risk assessment designation for Contractor-hosted solutions.
- 24) Compliance with Statement on [Standards for Attestation Engagements \(SSAE-16\) SOC 1 Type 2](#).
- 25) Compliance with [SSAE-16 SOC 2 Type 2](#).

G. The Contractor's System shall use a component or service that will validate the session token, entitlements, and authentication status of an incoming request by communicating with the

Identity Management System. The token validation must happen through continuous or periodic checks for various inbound sources whose frequency of checks can be selected through the portal Dashboard.

H. The Contractor shall provide auditable System maintenance support, which must, at a minimum, include:

- 1) Production of ongoing operational reports and Dashboards.
- 2) All activities needed to maintain current versions of COTS software as specified in the BHASO requirements.
- 3) All activities needed to support BHASO performance monitoring and Dashboard reporting requirements as new integrations are implemented.
- 4) All activities needed to ensure BHASO meets or exceeds its performance requirements.
- 5) Activities necessary to correct deficiencies and Defects in the scope of the defined BHASO warranty period.
- 6) Activities necessary to ensure BHASO System and environmental documentation is current.
- 7) Security management and configuration changes such as adding or removing users and security groups.
- 8) Configuration for audit solution, including triggers and methodology of alerting.
- 9) Risk management framework in accordance with MDH and federal ([NIST SP 800-30](#) [current version] and [NIST SP 800-37](#) [current version]) security requirements.
- 10) Audit history of all administrative access—locally and remotely—for any System or software upon demand.
- 11) Risk mitigation on any built-in accounts for COTS or open-source software.
- 12) Support agreements for any software or System components in use not produced directly by the Contractor.
- 13) Network configuration changes required to keep interfaces operational due to infrastructure changes by other MMT components.
- 14) Remediation of issues found as part of security vulnerability scanning of the BHASO System.
- 15) Remediation of issues found as part of static code scanning of the BHASO development environment.
- 16) Remediation of issues found as part of dynamic code scanning of the BHASO System.
- 17) Remediation of issues found as part of compliance scanning of the BHASO System.
- 18) Remediation of issues found as part of hardening scanning of the BHASO System.
- 19) Remediation of issues found as part of penetration testing of the BHASO System.

- 20) Patch updates to software and infrastructure to resolve threat vulnerabilities.
- 21) Activities necessary to comply with State and federal audit requests.

(For additional compliance standards regarding the SSP and privacy and security auditing, see the [State of Maryland Information Technology Security Manual](#). Also, see **SLAs 34, 35, 37–40**, and **42** in [Table 3-1](#) of [Section 3.4.2.1](#) for additional LDs associated with privacy and security auditing.)

3.7.8 Security Incident Response

- A. The Contractor shall notify the Department in accordance with [Section 3.7.9\(A–D\)](#) when any Contractor System that may access, process, or store State systems/data experiences a Security Incident or a Data Breach as follows:
 1. Notify the Department within four (4) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, Department chief information officer and Department chief information security officer.
 2. Notify the Department within two (2) hours if there is a threat to Contractor’s Solution as it pertains to the use, disclosure, and security of State data.
 3. Provide written notice to the Contract Monitor within one (1) Business Day after Contractor’s discovery of unauthorized use or disclosure of State data and thereafter all information the State (Contract Monitor or Department) requests concerning such unauthorized use or disclosure.
- B. The Contractor’s notice shall identify:
 1. The nature of the unauthorized use or disclosure.
 2. The State data used or disclosed.
 3. Who made the unauthorized use or received the unauthorized disclosure.
 4. What the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure.
 5. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 6. Other such information, including a written report, as reasonably requested by the State.
- C. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department)

and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.9 Data Breach Responsibilities

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
 - 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law.
 - 2) Cooperate with the State to investigate and resolve the Data Breach.
 - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach.
 - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (i) the investigation and resolution of the Data Breach; (ii) notifications to individuals, regulators or others required by State law; (iii) a credit monitoring service required by State or federal law; (iv) a website or a toll-free number and call center for affected individuals required by State law; and (v) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(i) through (v)] subject to the Contract's limitation of liability.
- C. Additional security requirements may be established in a Task Order and/or Work Order.
- D. The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.
- E. Provisions in **Sections 3.7.1–3.7.10** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.7.4–3.7.10** (or the substance thereof) in all subcontracts.

3.8 Problem Escalation Procedure (PEP)

- A. The Contractor shall provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- B. The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed, should the Contract Monitor not be available.
- C. The Contractor shall provide the PEP no later than ten (10) Business Days after notice of recommended Contract award. The PEP, including any revisions thereto, must also be

provided within ten (10) Business Days after the start of each Contract Year and within ten (10) Business Days after any change in circumstance, which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- 1) The process for establishing the existence of a problem.
 - 2) Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem.
 - 3) For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP.
 - 4) Expedited escalation procedures and any circumstances that would trigger expediting them.
 - 5) The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State.
 - 6) Contact information for persons responsible for resolving issues outside of Normal State Business Hours (e.g., evenings, weekends, holidays) and on an emergency basis.
 - 7) A process for updating and notifying the Contract Monitor of any changes to the PEP.
- D. Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State, which may be allowed by the Contract or applicable law.

3.9 System and Organization Controls (SOC) 2 Type 2 Audit Report

- A. A SOC 2 Type 2 Audit applies to the Contract. The applicable trust criteria are Security, Availability, Processing Integrity, Confidentiality, and Privacy as defined in the aforementioned Guidance.
- B. In the event the Contractor provides services for identified critical functions, handles Sensitive Data, or hosts any related implemented System for the State under the Contract, the Contractor shall deliver an annual SOC 2 Audit report (see **Section 3.9.B(1)** below) against the services and information system provided to Maryland under the Contract that is performed by an independent audit firm. Critical functions are identified as all aspects and functionality of the Solution including any add-on modules and shall address all areas relating to IT security and operational processes. These services provided by the Contractor that shall be covered by the audit will collectively be referred to as the "Information Functions and Processes." Such audits shall be performed in accordance with audit guidance: *Reporting on an Examination of Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy* (SOC 2) as published by the American Institute of Certified

Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:

- 1) The type of audit to be performed against the BHASO Systems in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the “SOC 2 Audit” or “SOC 2 Report”). All SOC 2 Audit Reports shall be submitted to the Contract Monitor as specified in **Section 3.9(B)(6)** below. The initial SOC 2 Audit shall be completed within a timeframe to be specified by the State. The audit period covered by the initial SOC 2 Audit shall start with the CED unless otherwise agreed to in writing by the Contract Monitor. All subsequent SOC 2 Audits after this initial audit shall be performed at a minimum on an annual basis throughout the Term of the Contract and shall cover a 12-month audit period or such portion of the year that the Contractor furnished services.
- 2) The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the information functions and processes to meet the requirements of the Contract, including the security requirements identified in [Section 3.7](#), relevant to the trust services criteria identified in **Section 3.9(A)**: as defined in the aforementioned Guidance.
- 3) The audit scope of each year’s SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services criteria of Security, Availability, Processing Integrity, Confidentiality, and Privacy) to accommodate any changes to the environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the Contract or due to changes in IT or the operational infrastructure. The Contractor shall ensure that the audit scope of each year’s SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
- 4) The Contractor shall deliver a SOC 2 Audit—either a single SOC 2 audit or a maximum of one (1) SOC 2 audit per subcontractor—of the Maryland Information Systems.
- 5) All SOC 2 Audits, including those of the Contractor, shall be performed at no additional expense to the Department.
- 6) The Contractor shall provide to the Contract Monitor, within 30 Calendar Days of the issuance of each SOC 2 Report, a complete copy of the final SOC 2 Report(s) and a documented CAP addressing each audit finding or exception contained in the SOC 2 Report. The CAP shall identify in detail the remedial action to be taken by the Contractor along with the date(s) when each remedial action is to be implemented.
- 7) If the Contractor currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of

the Information Functions and Processes being provided to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the Contractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).

- 8) If the Contractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in **Section 3.9(B)(1)**, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and Processes utilized or provided by the Contractor and under the Contract. The Contractor agrees to allow the independent audit firm to access its facility/facilities for purposes of conducting this audit engagement(s) and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. The Department will invoice the Contractor for the expense of the SOC 2 Report(s) or deduct the cost from future payments to the Contractor.
- 9) As appropriate, provisions in **Section 3.9** shall survive expiration or termination of the Contract. Additionally, the Contractor shall enforce and include the provisions of **Section 3.9** (or the substance thereof) in all subcontracts.

3.10 Experience and Personnel

3.10.1 Preferred Offeror Experience

- A. Ideally, Offerors will have the following experience concerning BHASO activities. As requested by [Section 5.3.2\(H\)](#), Offerors should describe their experience regarding BHASO activities for a state Medicaid program. Offerors with more extensive BHASO experience will be rated more highly under evaluation criterion [Section 6.2.3, Offeror Qualifications and Capabilities](#), including proposed subcontractors.
- B. Preferred Offeror experience includes:
 - 1) Comprehensive knowledge of the federal and State laws and regulations governing Medicaid programs, with the ability to apply this expertise to perform the necessary complex operation of the Maryland BH Program.
 - 2) Five (5) or more years' experience as a prime contractor operating all or a substantial portion of a state BH Medicaid program.
 - 3) A breadth of knowledge in data analytics and extensive experience leveraging the information garnered in improving BH systems.
 - 4) At least three (3) years' experience operating and managing a Management Information System (MIS) covering a minimum of 750,000 lives. If all or part of the MIS function will be subcontracted, the MIS subcontractor will preferably have experience performing similar services for a single, publicly funded BH system. As proof of meeting this requirement, the Offeror shall provide with its Proposal evidence of this experience.

- C. If an MCO that serves the Maryland Medicaid population has a financial interest in the Offeror, the MCO and the Offeror shall have a structure that has been pre-approved by the State to prevent conflict of interest or appearance of impropriety and shall disclose its interest to the State.

3.10.2 Non-Key Personnel Required Positions

- A. The Contractor shall provide evidence in their Staffing Management Plan that they are able to provide the required minimum set of Non-Key Personnel as identified below (see the experience and qualifications of proposed staff evaluation factor from [Section 6.2.2](#)).
- B. The Contractor shall, at minimum, employ and retain the following positions:
- 1) **Psychiatrists**, in addition to Key Personnel identified in [Section 3.10.3](#), certified by the American Board of Psychiatry and Neurology and **addiction specialists** on Contract in a consulting capacity or as an employee of the Contractor with expertise in the following areas: child and adolescent expertise, aging and elderly adult expertise, and physician with special expertise in addiction medicine who are available 24 hours per day, seven (7) days per week for consultation and decision making and are available to attend Administrative Hearings for Denial of service.
 - 2) Under the supervision of the Director of Clinical Services (in addition to staff to support all clinical functions and performance measures in [Section 2.4.2.7](#) and [Section 2.4.2.4](#)):
 - a) **Licensed clinical staff** with a minimum of three (3) years of clinical or psychiatric occupational therapy experience to serve as care managers with experience and training in subspecialty areas to ensure adequate review and treatment planning, including children and adolescents; young adult; adults; families; seniors; veterans; forensically involved; deaf and hard of hearing; homeless; and those with co-occurring conditions.
 - b) **Dedicated clinical staff to work with hospitals** to monitor high utilization and at-risk users, including for children, adolescents, and younger and older adults.
 - c) **Dedicated clinical staff to work with LBHAs** to monitor high utilization and at-risk users, including for children, adolescents, and younger and older adults as well as to work with the Consumer Quality Team Initiative.
 - 3) A minimum of five (5) Full-time staff under the direction of the Director of Reporting and Data Analytics who will be dedicated to the Contract and possess expertise in the Contractor's System, data analysis, and reporting and who will have access to national or central company resources.
 - 4) A minimum of three (3) Full-time staff to work under the direction of the MCO liaison who can orchestrate care coordination and data integration activities across the State.
 - 5) Provider Relations staff, including a minimum of five (5) SMEs who have a minimum of five (5) years of Provider Relations experience, who are knowledgeable about the Maryland PBHS and all cross-functional operational areas.
 - 6) A designated liaison for the BI Waiver to address authorization and claims issues.

- 7) A designated liaison to DORS who will reconcile issues related to DORS counselor guest access and System connectivity, including log-in and password assignment.
- 8) Staff (in addition to the audit staff required to perform all internal and external audit requirement) to perform evaluation activities, including those related to Participants and Provider surveys and other proposed evaluation activities.
- 9) Claims staff, including a minimum of five (5) SMEs with five (5) or more years of claims and Contractor System experience, to perform analysis and to address complex issues.
- 10) A sufficient number of staff for ABA services to address case management activities for this service.
- 11) Designated SME staff in all operational areas to fill the requirements for:
 - a) Implementing reports for their operational area and for ongoing review and analysis of their reports.
 - b) Supporting the FFP process, including working FFP denials and discrepant.

Table 3-2. Specialized Services Personnel Qualifications

ID	Position	Allocation	Qualifications
SP-1	Lead Nurse Care Liaison to MCOs	One FTE Located in Maryland	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> • Minimum of a bachelor’s degree in Nursing • Clinical expertise in PBHS coverage and expert knowledge of resources to support those with BH needs. Minimum of five (5) years' experience with diagnosing and treating patients with comorbidities to work with patients identified by MCOs for accessing BH needs. Two (2) years of experience leading a team. <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> • Leading a team to perform care coordination and outreach, specifically for at least three (3) key projects: <ul style="list-style-type: none"> o Attendance of MCO medical rounds and support of each of the nine (9) MCOs with patient care coordination and discharge planning for those identified with BH needs o Development and implementation of outreach and care coordination (direct case management) for pregnant patients with BH needs (high risk) o Development and implementation of outreach and care coordination (direct case management) for high utilizers of inpatient levels of care
SP-2	1915(i) Liaison	One FTE Located in Maryland	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> • Licensed mental Provider, preferred experience with Child and Adolescent population <p><u>Responsibilities</u></p>

ID	Position	Allocation	Qualifications
			<ul style="list-style-type: none"> Overseeing and managing problem resolution for 1915(i) population Overseeing Provider recruitment and technical assistance Coordinating and participating in meetings with MDH, LBHAs, care coordination organizations and 1915(i) Providers
SP-3	Team Lead / Advocate for Consumer Quality Initiatives	One FTE Located in Maryland	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> Lived experience or BH advocate with successful communications skills and interest in educating the community to support BH needs <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> Working with Participants, families Leading advocacy organization involvement Supporting the Consumer Quality Team initiative efforts
SP-4	Project Management Staff	One FTE as needed to support Contract Deliverable and new initiatives Located in Maryland	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> Bachelor’s degree from an accredited college or university Candidates must possess a PMP certification from the PMI Must have at least three (3) years’ experience managing projects with an organizational change management component that involved working with stakeholder groups across the organization <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> Implementing new projects Supporting ongoing project expansions and modifications Critical involvement during Contract implementation
SP-5	Communications and Editing Director	One FTE Preferred location in Maryland	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> Minimum of five (5) years’ experience performing content management <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> Managing and editing the content of all Contract-related print and digital communications in a manner and tone consistent with and approved by MDH Determining and implementing the ASO’s communications plans Developing, implementing, and maintaining editorial policies and standards Ensuring conformance across all departments

ID	Position	Allocation	Qualifications
			<ul style="list-style-type: none"> In collaboration with the Director of Operations, serving as the POC for obtaining MDH approvals for formal communications (Provider alerts, website, updates to Manuals)
SP-6	Coordinator / Case Manager: PW/PWC, Court System and Specialty Residential SUD	Two FTE Located in Maryland	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> Minimum LCSW-C or RN certification/license Minimum of two years' experience performing case management with vulnerable individuals involved with the court system <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> Assessing high priority, vulnerable individuals for service need Monitoring bed and service capacity to allow for expedited discovery of resources and placement Coordinating referral efforts for special populations involved with the courts, including pregnant women and women with children, 8-507, and specialty residential SUD and MH Collaborating closely both with BHA and MDH facilities operations in interfacing with courts Addressing problems that arise in relation to the ASO for these populations and ensuring smooth transitions on termination of court orders into regular ASO process
SP-7	PASRR Clinical Staff	Part-time (estimated 250 hours annually)	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> Licensed healthcare professionals under Maryland law Documented professional experience within BH, somatic health, or long-term care settings Demonstrated proficiency in the identification and recognition of complex symptoms and the differential diagnoses of BH disorders, somatic illnesses, organic disorders, and dementia Demonstrated ability to assess and evaluate the relative impact and interrelationship of comorbid somatic and BH conditions on the individual's ability to function within community-based or long-term care settings and to engage in chronic disease self-management Ability to interpret and apply federal regulatory requirements regarding the PASRR process <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> Performing the PASRR function
SP-8	Health Home Program Monitor	One FTE	<p><u>Qualifications</u></p> <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> Functioning as liaison for the Health Home program Overseeing all deliverables of the project, including:

ID	Position	Allocation	Qualifications
			<ul style="list-style-type: none"> o Problem resolution o Workflow development o Implementation
SP-9	Health Home Claims auditor	Part-time	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> • Minimum of bachelor’s degree in a human services- or public health-related field • Minimum of three (3) years' experience conducting healthcare audits related to claim and service review <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> • As part of a team of compliance staff, fulfilling all contractual obligations for auditing and program integrity and prevention of FWA activities, including fulfillment of a minimum of 15 Health Home audits per year • Creating and providing detailed reports to the Department related to Provider compliance and service and claim trends • Coordinating with the Trainer Outreach Coordinator to facilitate Provider-specific training and education as needed for program noncompliance
SP-10	Health Home Trainer Outreach Coordinator	Part-time	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> • Minimum of three (3) years’ experience developing and presenting training material in a health-related field • Minimum of two (2) years’ experience in Provider relations and recruitment <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> • Developing and conducting ongoing training for new and existing Providers as directed by the Department • Conducting Provider-specific training and education on an a-needed basis for Providers demonstrating lack of adherence to program policies and procedures • Managing network adequacy through Provider recruitment activities and outreach with non-active, enrolled Providers in order to maintain accurate Provider listing
SP-11	ABA Team Lead: Clinical Care and/or Program Manager	One FTE	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> • BCBA, BCBA-D, or licensed psychologist • Experience with child and adolescent population <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> • Overseeing and managing problem resolution for ABA population • Overseeing Provider recruitment and technical assistance

ID	Position	Allocation	Qualifications
			<ul style="list-style-type: none"> Coordinating and participating in meetings with Medicaid’s ABA team
SP-12	ABA Auditor: Quality and Compliance & appeals	1.5 FTE	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> One year’s experience of Medicaid claims analysis <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> As part of a team of compliance staff, fulfilling all contractual obligations for auditing and program integrity and prevention of FWA activities, including: <ul style="list-style-type: none"> Fulfillment of required annual ABA audits Participation in data mining activities addressing FWA Response to quality-of-care complaints and coordinate responses with MDH Assistance with cases referred to the OIG for further investigation Development and implementation of Provider compliance education and training
SP-13	ABA Reports / Data Analysis	.5 FTE	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> Minimum of a bachelor’s degree in information systems, or its equivalent, with a strong analytical background <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> Participating in a team of BH reporting staff to fulfill all reporting requirements to include: <ul style="list-style-type: none"> Data analytics Utilization of an agile reporting framework to identify utilization trends and anomalies and provide valuable insights Work with MDH to report key metrics

3.10.3 Key Personnel Identified

- A. The 15 positions listed in **Table 3-3** are considered Key Personnel and must meet the education and experience qualifications described therein (see the experience and qualifications of proposed staff evaluation factor from [Section 6.2.2](#)). This table outlines the minimum requirements for Key Personnel performing work under the Contract. [Section 3.10.4](#) describes allowable substitutions of qualifications and experience. All experience must have occurred within the most recent ten (10) years to meet the requirements.
- B. Key Personnel positions must be filled by individuals who work Full-time and exclusively on Contract activities, as described under responsibilities in **Table 3-3**. There are two (2) exceptions to the Full-time requirement, noted below in Table 3-3.

- C. At the time the Contractor identifies a specific person it proposes to fill a given position for any Key Personnel whom the Contractor did not identify in its Technical Proposal, it must submit the resume and all other required information pertaining to the individual to occupy the position to the Contract Monitor at least 20 days prior to when the:
 - 1) Position is required to be working under the Contract as specified in this section (3.10.3).
 - 2) Contractor stated in its Proposal that it would have the person working if this is sooner than required in this section (3.10.3).
- D. The Contract Monitor has the right to approve or disapprove any such proposed Key Personnel who is determined not to meet any of the position requirements listed in this section (3.10.3) or is otherwise deemed unsuitable for the position.
- E. For the Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel and shall be required to meet the qualifications described in the table below.

Table 3-3. Key Personnel Qualifications

ID	Position	Qualifications
KP-1	Chief Executive Officer (CEO) Located in Maryland	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> 1. Minimum of five (5) years of senior-level experience with Medicaid and managing BH services, including MH and SUD <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> 1. Overseeing all functions of the Contract 2. Orchestrating inward management and ensuring outward-facing engagement with MDH and Stakeholders 3. Managing day-to-day operations 4. Managing the overall requirements and Deliverables of the Contract
KP-2	Chief Financial Officer (CFO) Located in Maryland	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> 1. Minimum of five (5) years of senior-level experience with managing the financial risks of a corporation, analyzing financial strengths and weaknesses, and proposing corrective actions <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> 1. Overseeing Financial staff and all deliverables, including: <ul style="list-style-type: none"> i. Reconciliation of MDH’s separate bank accounts ii. Proactive data analysis and expenditure trends iii. Management of Provider payment plans iv. All financial reports and their accuracy and delivery to MDH
KP-3	Chief Medical Director (CMD) Preferred location in Maryland (must	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> 1. Maryland-licensed physician certified by the American Board of Psychiatry and Neurology

ID	Position	Qualifications
	<p>be licensed in Maryland)</p>	<p>2. Minimum of five (5) years of experience in BH managed care, including MH and SUD</p> <p><u>Responsibilities</u></p> <ol style="list-style-type: none"> 1. Managing the psychiatric and addictions medicine staff to support all Contract Deliverables and supporting clinical decision staff 2. Responding to urgent clinical requests and supporting patients in crisis 3. Providing expertise on policies under consideration by the MDH based on their experience of the PBHS 4. Using their subject matter expertise to support Providers in performing best practices
<p>KP-4</p>	<p>Director of Clinical Staff</p> <p>Located in Maryland</p>	<p><u>Qualifications</u></p> <ol style="list-style-type: none"> 1. Licensed BH professional 2. Minimum of five (5) years of experience in BH systems management, including MH and SUD 3. Experience in supervising BH professionals <p><u>Responsibilities</u></p> <ol style="list-style-type: none"> 1. Leading a team of qualified clinical staff in performing all Contract Deliverables, including: <ol style="list-style-type: none"> i. Meeting of all performance measures ii. Performance of Medical Necessity determinations iii. Oversight of Grievance and Appeals process iv. Provision of courtesy reviews
<p>KP-5</p>	<p>Child Psychiatrist</p> <p>One part-time (.5 FTE or greater)</p>	<p><u>Qualifications</u></p> <ol style="list-style-type: none"> 1. Maryland-licensed child psychiatrist certified by the American Board of Psychiatry and Neurology in Child and Adolescent Psychiatry 2. Minimum of five (5) years' experience after completion of residency in Psychiatry <p><u>Responsibilities</u></p> <ol style="list-style-type: none"> 1. Overseeing clinical decision-making 2. Making service coverage recommendations to MDH 3. Educating Providers on best practices for clinical treatment 4. Attending Administrative Hearings for Denials of service
<p>KP-6</p>	<p>Addiction Medicine Physician or Addiction Psychiatrist</p> <p>One part-time (.5 FTE or greater)</p>	<p><u>Qualifications</u></p> <ol style="list-style-type: none"> 1. Holds a subspecialty board certification in addiction medicine from American Board of Preventive Medicine, or Addictionologist 2. Minimum of five (5) years of experience in addiction medicine, including experience with medication assisted treatment

ID	Position	Qualifications
		<p><u>Responsibilities</u></p> <ol style="list-style-type: none"> 1. Overseeing clinical decision-making 2. Making service coverage recommendations to MDH 3. Educating addiction Providers on best practices 4. Attending Administrative Hearings for Denials of service
KP-7	<p>Director of Quality Assurance</p> <p>Preferred location in Maryland</p>	<p><u>Qualifications</u></p> <ol style="list-style-type: none"> 1. Minimum of seven (7) years of cross-functional operational experience, three (3) of which using Contractor’s System 2. Minimum of five (5) years’ experience in QA of Medicare/Medicaid coverage and reimbursement regulations and compliance 3. Minimum of three (3) years’ experience with statistical methods and quality standards with working QA/process knowledge 4. Experience chairing stakeholder committees <p><u>Responsibilities</u></p> <ol style="list-style-type: none"> 1. Leading a team of QA staff, developing, implementing, and maintaining a quality program that: <ol style="list-style-type: none"> i. Establishes capable processes, monitoring and controlling critical processes and product mechanisms for feedback of performance ii. Implements effective RCA and corrective action systems iii. Ensures continuous process improvement iv. Provides strategic quality plans in targeted areas of the organization v. Provides QA strategies to ensure continuous production of products is consistent with established industry standards, government regulations, and customer requirements vi. Develops and implements lifecycle and QA methodologies and educates and implements QA metrics 2. Responding to external audits
KP-8	<p>Director of Information Technology</p> <p>Located in Maryland</p>	<p><u>Qualifications</u></p> <ol style="list-style-type: none"> 1. Minimum of a bachelor’s degree in computer science or its equivalent 2. Minimum of ten years’ experience with IT, at least five (5) of which as senior management experience 3. Knowledgeable about the latest technology developments like cloud computing and distributed file systems <p><u>Responsibilities</u></p> <ol style="list-style-type: none"> 1. Overseeing IT service management functions 2. Establishing maintaining disaster recovery processes and services 3. Managing data center services 4. Monitoring and managing the Contractor’s systems

ID	Position	Qualifications
		5. Monitoring and managing processes and associated resources to ensure a very high degree of Availability and stability for the IT systems
KP-9	Chief Information Security Officer (CISO)	<p><u>Qualifications</u></p> <ol style="list-style-type: none"> 1. Minimum of ten (10) years of risk management experience using industry standard risk and compliance frameworks 2. Minimum of 8 years of audit experience 3. Contract and vendor management experience at a Chief/Officer level <p><u>Responsibilities</u></p> <ol style="list-style-type: none"> 1. Establishing and overseeing the maintenance of: <ol style="list-style-type: none"> i. Vulnerability and audit management ii. Risk management at the technical, compliance, and leadership communication level iii. Compliance reporting and incident management at the enterprise level
KP-10	Director of Reporting and Data Analytics Preferred location in Maryland / minimum of one team member must be located in Maryland	<p><u>Qualifications</u></p> <ol style="list-style-type: none"> 1. Minimum of a bachelor’s degree in information systems or its equivalent with a strong analytical background 2. 10 years’ experience with a combination of management expertise, data analysis, and information reporting related to healthcare data <p><u>Responsibilities</u></p> <ol style="list-style-type: none"> 1. Leading a team of reporting staff to fulfill all reporting requirements to include: <ol style="list-style-type: none"> i. Data analytics and data warehousing activities, leveraging latest technology ii. Development of agile reporting framework to identify utilization trends and anomalies and provision of valuable insights iii. Work with MDH to build key metrics
KP-11	Claims Manager Preferred location in Maryland	<p><u>Qualifications</u></p> <ol style="list-style-type: none"> 1. Bachelor’s degree with a minimum of five (5) years’ experience with Medicaid/Medicare claims, BH claim experience preferred 2. Minimum three (3) years of claims supervisory or management experience 3. Minimum of two (2) years working within the Contractor’s claims processing system <p><u>Responsibilities</u></p> <ol style="list-style-type: none"> 1. Leading a claims team to fulfill all claims-related operational, financial, and service requirements to include: <ol style="list-style-type: none"> i. Completed lifecycle of all submitted claims

ID	Position	Qualifications
		<ul style="list-style-type: none"> ii. Oversight of all claim adjustment projects through completion iii. FFP claim submission and error resolution iv. Integration of QA process into team performance structure
KP-12	Director of Provider Relations Located in Maryland	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> 1. Three (3) years’ experience in the Contractor’s MIS system 2. Demonstrated customer service engagement and problem resolution 3. Knowledge of the PBHS Provider community 4. Ability to respond to Provider inquiries regarding all aspects of the PBHS <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> 1. Leading a Provider relations team that supports: <ul style="list-style-type: none"> i. Provider education and training ii. Provider communication iii. Escalated Provider concerns 2. Developing and conducting regional training on topics of interest
KP-13	Director of Compliance Located in Maryland	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> 1. Must be a Certified Fraud Examiner, five (5) years’ experience as a Fraud investigator 2. Three (3) years’ experience of Medicaid claims analysis 3. Two (2) years in a supervisory capacity <p><u>Responsibilities</u></p> <ul style="list-style-type: none"> 1. Leading a team of compliance staff to fulfill all contractual obligations for audit and program integrity and prevention of FWA activities including: <ul style="list-style-type: none"> i. Fulfillment of a minimum of 425 audits per year ii. Leading and participation in data mining activities addressing FWA iii. Response to quality-of-care complaints and coordination of responses with MDH iv. Assistance with cases referred to the OIG for further investigation 2. Developing and implementing Provider compliance education and training
KP-14	Director of Operations Located in Maryland	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> 1. Bachelor’s degree with a minimum of seven (7) years’ experience with Medicaid/Medicare claims 2. Five (5) years’ experience in operations with the Contractor’s System 3. Experience with oversight and direct project management of staff, particularly with new implementations

ID	Position	Qualifications
		<p><u>Responsibilities</u></p> <ol style="list-style-type: none"> 1. Interpreting and communicating MDH policy to the relevant SMEs to support System DDI 2. Coordinating with SMEs to develop and coordinate communications both internal to Contractor’s staff support and external to Stakeholders 3. Managing the resources and content, including the Contractor’s website 4. Serving as the POC for obtaining MDH approvals for formal communications (Provider alerts, website, updates to Manuals) 5. Serving as MDH’s central POC for all operations departments: Claims, FFP, Provider, Eligibility, Authorizations, Engagement Center, Provider Relations, and Systems design 6. Interpreting and communicating MDH policy to the relevant Contractor SMEs to support system DDI 7. Triaging urgent issues
<p>KP-15</p>	<p>Project Manager / Director of Implementation and Ongoing Operations</p> <p>Oversight of project manager responsible for implementation of projects</p> <p>Located in Maryland</p>	<p><u>Qualifications</u></p> <ol style="list-style-type: none"> 1. Bachelor’s degree from an accredited college or university in engineering, computer science, information systems, business, or a related discipline 2. Must possess a PMP certification from the PMI 3. Must have at least five (5) years’ experience in project management that includes IT-related projects and using PMI’s PMBOK methodologies and artifacts 4. Must have experience in a leadership role for at least three (3) successful projects that were delivered on time and within budget, including a project similar in size to the State of Maryland enterprise-wide implementation. In addition, this individual must have at least three (3) years’ experience managing projects with an organizational change management component that involve working with stakeholder groups across the organization. <p><u>Responsibilities</u></p> <ol style="list-style-type: none"> 1. Overseeing operational efficiency 2. Implementing new projects 3. Addressing areas of concern 4. Handling emergencies 5. Ensuring continuous improvement to the PBH

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3.10.4 Contractor Personnel Experience Equivalency (including submitted Key Personnel)

- A. **Substitution of Education for Experience:** Bachelor's degree or higher may be substituted for the general and specialized experience for those labor categories requiring a high school diploma. A master's degree may be substituted for two (2) years of the general and specialized experience for those labor categories requiring a bachelor's degree. Substitution shall be reviewed and approved by the State at its discretion.
- B. **Substitution of Experience for Education:** Substitution of experience for education may be permitted at the discretion of the State.
- C. **Substitution of Professional Certificates for Experience:** Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.10.5 Contractor Personnel Maintain Certifications

Any Contractor Personnel provided under this RFP shall maintain in Good Standing any required professional certifications for the duration of the Contract.

3.11 Substitution of Key Personnel

3.11.1 Continuous Performance of Key Personnel

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.
- C. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

3.11.2 Definitions

For the purposes of this section, the following definitions apply:

- A. **Extraordinary Personal Event** – Any: (i) leave under the Family Medical Leave Act, (ii) an Incapacitating injury or Incapacitating illness, or (iii) other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.

- B. **Incapacitating** – Any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

3.11.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in [Section 3.11.4](#).

- A. The Contractor shall:
- 1) Demonstrate to the Contract Monitor’s satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
 - 2) Provide the Contract Monitor with a substitution request that includes:
 - a) A detailed explanation of the reason(s) for the substitution request.
 - b) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor.
 - c) The official resume of the current personnel for comparison purposes.
 - d) Evidence of any required credentials.
- B. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- C. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

3.11.4 Replacement Circumstances

3.11.4.1 Directed Personnel Replacement

- A. The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in **Section 3.11.4.1(B)**.
- B. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a remediation plan within ten (10) Business Days of the date of the notice and shall immediately implement the remediation plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the remediation plan, the

Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) Business Days of notification, or in the timeframe set forth by the Contract Monitor in writing.

- C. Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
- D. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- E. If the Contract Monitor determines to direct substitution under **3.11.4.1(A)**, at least 15 Calendar Days' advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than 15 Calendar Days' notice, the Contract Monitor may direct the removal in a timeframe of less than 15 Calendar Days, including immediate removal.
- F. In circumstances of directed removal, the Contractor shall, in accordance with paragraph 3.11.4.1.A of this section, provide a suitable replacement for approval within 15 Calendar Days of the notification of the need for removal, or the actual removal, whichever occurs first.

3.11.4.2 Key Personnel Replacement

- A. To replace any Key Personnel in a circumstance other than as described in this section (**3.11.4.2**), including transfers and promotions, the Contractor shall submit a substitution request as described in [Section 3.11.3](#) to the Contract Monitor at least 15 Calendar Days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- B. Key Personnel Replacement Due to Sudden Vacancy
 - 1) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with 30 Calendar Days or more advance notice shall be treated as a replacement under **Section 3.11.4.2(A)**.
 - 2) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under [Section 3.11.3](#) within 15 Calendar Days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
- C. Key Personnel Replacement Due to an Indeterminate Absence
 - 1) If any Key Personnel has been absent from his/her job for a period of ten (10) Business Days and it is not known or reasonably anticipated that the individual will be returning to work within the next ten (10) Business Days to fully resume all job duties, before the 25th Business Day of continuous absence, the Contractor shall identify a suitable replacement

and provide the same information and items to the Contract Monitor as required under [Section 3.11.3](#).

- 2) However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

3.11.5 Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within 30 Calendar Days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual Full-time personnel employed directly by the Offeror: the vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personal Event, or the death of such personnel; and (b) for any temporary staff, subcontractors or 1099 contractors: the vacancy occurs due to an Incapacitating event or the death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution. Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

3.12 Minority Business Enterprise (MBE) Reports

In support of this solicitation's MBE Goal (see **Section 4.26**), the Contractor shall:

- A. Submit the following reports by the 10th of each month to the Contract Monitor and the Department's MBE Liaison Officer:
 - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report ([Attachment D-4A](#)) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
 - 2) An MBE Prime Contractor Report ([Attachment D-4B](#)) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- B. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report ([Attachment D-5](#)) by the 10th of each month to the Contract Monitor and the Department's MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- C. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE

Participants must be retained by the Contractor and furnished to the Procurement Officer on request.

- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three (3) years after final completion of the Contract.
- E. Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

3.13 Veteran Small Business Enterprise (VSBE) Reports

In support of this solicitation's Veteran-owned Small Business Enterprise (VSBE; see definition in [Appendix 1](#)) goal (see [Section 4.27](#)), the Contractor shall:

- A. Submit the following reports by the 10th of the month following the reporting period to the Contract Monitor and the Department VSBE representative:
 - 1) VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report ([Attachment E-3](#)) listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice and the reason payment has not been made.
 - 2) The VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report ([Attachment E-4](#)) by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.
- B. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly by the 10th of the month following the reporting period to the Contract Monitor and Department VSBE representative a report that identifies the prime contract and lists all payments received from Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amount of those invoices ([Attachment E-4](#)).
- C. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE Participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three (3) years after final completion of the Contract.
- E. At the option of the Department, upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

3.14 Work Orders

- A. Additional resources will be provided via a Work Order process to support BHASO future activities described in [Section 2.4.3](#). Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for fixed price or T&M pricing. T&M Work Orders will be issued in accordance with pre-approved labor categories with the fully loaded rates proposed in [Attachment B](#).
- B. Work Order Requests (See sample at http://doit.maryland.gov/contracts/Documents/_procurementForms/WorkOrderSample.pdf) for the provision of services or resources that are within the scope of this RFP will be issued to the Contractor. The Work Order Request will include:
 - 1) Technical requirements and description of the service or resources needed;
 - 2) Performance objectives and/or Deliverables, as applicable;
 - 3) Due date and time for submitting a response to the request; and
 - 4) Required place(s) where work must be performed.
- C. The Contractor shall email a response to the Contract Monitor within the specified time and include at a minimum:
 - 1) A response that details the Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided using the format provided (see online sample).
 - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with [Attachment B](#).
 - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 - 5) Contractor's expectations for State-furnished information, work site, and/or access to equipment, facilities, or personnel
 - 6) The proposed personnel resources, including any subcontractor Personnel, to complete the task.
- D. For a T&M Work Order, the Contract Monitor will review the response and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Work Order, the Contract Monitor will review the response and will confirm the proposed prices are acceptable.
- E. The Contract Monitor may contact the Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the Procurement Officer for a determination of compliance with the Contract and a determination whether a change order is appropriate. Written Procurement Officer approval is required before Work Order execution by the State.
- F. Proposed personnel on any type of Work Order shall be subject to MDH approval. The Contractor shall furnish resumes of proposed personnel specifying the labor category(ies)

proposed. The Contract Monitor shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the personnel.

- G. Performance of services under a Work Order shall commence consistent with an NTP issued by the Contract Monitor for such Work Order.

3.15 Additional Clauses

3.15.1 Source Code Escrow

Source Code Escrow applies to the Contract. The Contractor shall perform source code escrow as described herein.

- A. The State will be named as a beneficiary under an escrow agreement (“Escrow Agreement”) that shall be entered into between the Contractor and an escrow agent (“Escrow Agent”) within 14 days of the date hereof pursuant to which Contractor shall deliver a Source Code Escrow Package to Escrow Agent. The term “Source Code Escrow Package” means: a) a complete copy in machine-readable form of the source code and executable code of the software licensed to the State under the Contract; b) a complete copy of any existing design documentation and user documentation; and/or c) complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. The Escrow Agreement shall govern the maintenance and release of the Source Code Escrow Package, and Contractor agrees to update, enhance, or otherwise modify such Source Code Escrow Package promptly upon each release of a new version of any component thereof. Contractor shall pay all fees and expenses charged by Escrow Agent, including, but not limited to, fees and expenses related to the State being a named beneficiary under the Escrow Agreement. The State shall treat the Source Code Escrow Package as Contractor’s confidential information. Under all circumstances, the Source Code Escrow Package shall remain the property of Contractor. The State shall only use the Source Code Escrow Package as contemplated in the Contract (including, but not limited to confidentiality provisions and usage restrictions). The Escrow Agent shall maintain the Source Code Escrow Package in a repository located in the United States.
- B. In the event that the Escrow Agent either ceases providing escrow services to Contractor or Contractor determines in its reasonable business judgment that the Escrow Agent is no longer providing acceptable services, Contractor shall replace the Escrow Agent with another escrow agent, using an agreement which provides the State with rights no less advantageous than those in the Escrow Agreement. In such case, the new escrow agent shall be substituted in all ways for the incumbent Escrow Agent with respect to **Section 3.15.1.A** above and all references herein to Escrow Agent shall be deemed to include such substitute escrow agent.
- C. Contractor shall inform the State of the availability of an escrow for any third party software solutions it provides to the State.
- D. In addition to the rights and obligations contained in the Escrow Agreement referenced in **Section 3.15.1.A**, the State shall have the Software Escrow Package released by the Escrow Agent to the State’s possession immediately upon any voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, including but not limited to a general assignment

for the benefit of including but not limited to a general assignment for the benefit of creditors, the appointment of a receiver for business or assets; creditors, the appointment of a receiver for business or assets; Contractor's dissolution or liquidation, voluntary or otherwise; the State has compelling reasons to believe that such events will cause Contractor to fail to meet its obligations in the foreseeable future; or Contractor's discontinuance of support or failure to support in accordance with the Contract any software system or if the Contractor is otherwise unable or unwilling to provide the Source Code Escrow Package. This condition will also be considered met if after repeated e-mail and phone requests by the State for service, the State makes a request for service in writing to the Contractor's last known address served by certified signed receipt required mail delivery by U.S. Post Office or by a nationally recognized (in the United States) overnight carrier, and the Contractor remains unresponsive, meaning that the Contractor is unable to acknowledge message receipt, unwilling or otherwise unable to satisfy the request for a period longer than 45 days from attempt to deliver the written request.

3.15.2 No-Cost Extensions

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e., eight-month extension on a two-year Contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

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4 Procurement Instructions

4.1 Pre-Proposal Conference

- 4.1.1 A web-based (virtual) pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Remote participation/attendance at the Conference is not mandatory, but all interested parties are encouraged to remotely “attend” in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE goal, failure to remotely attend the Conference will be taken into consideration as part of the evaluation of an Offeror’s good faith efforts if there is a waiver request.
- 4.1.3 It is highly recommended that ALL Prime Contractors have their intended subcontractors remotely participate in the Conference to ensure that all parties understand the requirements of the contract and the MBE Goal.
- 4.1.4 MBE entities that wish to participate in this procurement as subcontractors are encouraged to remotely attend the Conference to market their participation availability to potential prime contractors.
- 4.1.5 Following the Conference, the participation record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see [Section 4.2.1](#)).
- 4.1.6 In order to remotely participate in the Conference, please email the Pre-Proposal Conference Response Form ([Attachment A](#)) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer/Contract Officer (see definition in [Appendix 1](#)) at least five (5) Business Days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.
- 4.1.7 Those wishing to participate in the web conference may request a meeting invitation by emailing Calvin T. Johnson at calvin.johnson@maryland.gov no later than 2:00 p.m. on February 1, 2023. An invitation email is required for registration, and therefore remote participation. Upon receipt of the email, the Procurement Officer/Contract Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by 2:00 p.m. on February 1, 2023.

4.2 eMaryland Marketplace (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors’ questions and the Procurement Officer’s responses, addenda, and other solicitation-related information will be made available via [eMMA](#).

- 4.2.2** In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to, click on “Register” to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1** All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (MDH-OCMP-23-19761), and shall be submitted in writing via email to the Procurement Officer, preferably at least 10 (10) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.
- 4.3.2** Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on [eMMA](#).
- 4.3.3** The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

4.5 Proposal Due (Closing) Date and Time

- 4.5.1** Proposals, in the number and form set forth in [Section 5](#), Proposal Format, must be received by the Procurement Officer/Contract Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2** Requests for extension of this date or time shall not be granted.
- 4.5.3** Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer/Contract Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4** The date and time of an eMMA submission is determined by the date and time of arrival at eMMA (see [Sections 4.2](#) and [5.2](#)).
- 4.5.5** Proposals may be modified or withdrawn by written notice received by the Procurement Officer/Contract Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6** Proposals may not be submitted by U.S. mail, hand delivery, email, or facsimile. Proposals will not be opened publicly.

- 4.5.7** Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

4.7 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

4.8 Public Information Act Notice

- 4.8.1** The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (see also [Section 5.3.2\(B\)](#)). This information should be identified by page and section number and placed after the title page and before the table of contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 4.8.2** Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.9 Award Basis

A Contract shall be awarded to the responsible Offeror(s) submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See [Section 6](#) for further award information.

4.10 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 120 days following the Proposal due date and time, best and final offers if requested (see [Section 6.5.2](#)), or the date

any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.12 Revisions to the RFP

- 4.12.1 If the RFP is revised before the due date for Proposals, the Department shall post any addenda to the RFP on [eMMA](#) and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.12.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.12.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4 Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.
- 4.12.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.13 Cancellations

- 4.13.1 The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.
- 4.13.2 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.13.3 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.13.4 If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.14 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.15 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.16 Offeror Responsibilities

- 4.16.1** Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2** All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see [Section 4.26](#) and [Section 4.27](#)).
- 4.16.3** If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g., insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4** A parental guarantee of the performance of the Offeror under this section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as [Attachment M](#). Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions.

4.18 Proposal Affidavit

A Proposal submitted by the Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as [Attachment C](#) of this RFP.

4.19 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as [Attachment N](#) of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing section 'B' of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

4.20 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Offeror complete registration prior to the Proposal due date and time. The Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.22 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

4.22.1 In connection with a procurement contract a person may not willfully:

- A. Falsify, conceal, or suppress a material fact by any scheme or device.
- B. Make a false or fraudulent statement or representation of a material fact.
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

- 4.22.2** A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.
- 4.22.3** A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

4.23 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

- 4.23.1** Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2** Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:
http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in Section 31 of the Contract, "Prompt Pay Requirements" (see [Attachment M](#)). Additional information is available on GOSBA's website at:

<http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.25 Electronic Procurements Authorized

- 4.25.1** Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2** Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic

transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.

4.25.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes email, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., **Section 4.23** describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

- A. The Procurement Officer may conduct the procurement using [eMMA](#) or email to issue:
 - 1) The RFP.
 - 2) Any amendments and requests for best and final offers.
 - 3) Pre-Proposal conference documents.
 - 4) Questions and responses.
 - 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror.
 - 6) Notices of award selection or non-selection.
 - 7) The Procurement Officer’s decision on any Proposal protest or Contract claim.
- B. The Offeror or potential Offeror may use eMMA or email to:
 - 1) Ask questions regarding the solicitation.
 - 2) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by email or through eMMA, but only on the terms specifically approved and directed by the Procurement Officer.
 - 3) Submit a "No Proposal Response" to the RFP.
- C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing email or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- D. Offerors **must** use eMMA for the electronic submission of initial Proposals.

4.25.5 The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:

- A. Filing of protests

- B. Filing of Contract claims
- C. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications)
- D. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy

4.25.6 Any email transmission is only authorized to the email addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

4.26 Minority Business Enterprise (MBE) Participation Goal

4.26.1 Establishment of Goal and Subgoals

- A. An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all Renewal Term options, if any, has been established for this procurement.
- B. Notwithstanding any subgoals established for this RFP, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
- C. By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises or requests a full or partial waiver of the overall goal and subgoals.
- D. **An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 4.26 implies that it is requesting a full or partial waiver for the remainder of the MBE goal or subgoals as applicable and, if recommended for award, shall submit documentation supporting its good faith efforts to meet the MBE goal made prior to submission of its Proposal as outlined in Attachment D-1B, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its Technical Response(s) to the RFP may result in the State's rejection of the Offeror's Proposal.**

4.26.2 Attachments

- A. D-1 to D-5 – The following MBE participation instructions and forms are provided to assist Offerors:
 - 1) [Attachment D-1A](#) – MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Proposal)
 - 2) [Attachment D-1B](#) – Waiver Guidance

- 3) [Attachment D-1C](#) – Good Faith Efforts Documentation to Support Waiver Request
 - 4) [Attachment D-2](#) – Outreach Efforts Compliance Statement
 - 5) [Attachment D-3A](#) – MBE Subcontractor Project Participation Certification
 - 6) [Attachment D-3B](#) – MBE Prime Project Participation Certification
 - 7) [Attachment D-4A](#) – Prime Contractor Paid/Unpaid MBE Invoice Report
 - 8) [Attachment D-4B](#) – MBE Prime Contractor Report
 - 9) [Attachment D-5](#) – Subcontractor Paid/Unpaid MBE Invoice Report
- B. The Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit ([Attachment D-1A](#)) whereby:
- 1) The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - 2) The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
 - 3) The Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

(If the Offeror fails to submit a completed [Attachment D-1A](#) with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award, unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.)

4.26.3 Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in [Attachment D-1A](#) is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

4.26.4 Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer:

- A. Outreach Efforts Compliance Statement ([Attachment D-2](#)).
- B. MBE Subcontractor/Prime Project Participation Certification ([Attachment D-3A/3B](#)).
- C. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
- D. Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

(If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not Eligible for Contract award. If the Contract has already been awarded, the award is voidable.)

- 4.26.5** A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at: <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.
- 4.26.6** The Offeror that requested or implied to request a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request ([Attachment D-1C](#)) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.
- 4.26.7** All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule ([Attachment D-1A](#)), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see [Attachment M](#), Clause 2.1).
- 4.26.8** The Offeror is advised that LDs will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions (see [Attachment M](#), LDs for MBE, Clause 39).
- 4.26.9** As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to 50 percent of the MBE participation goal (overall) and up to 100 percent of not more than one (1) of the MBE participation subgoals, if any, established for the contract.

In order to receive credit for self-performance, an MBE prime must list its firm in section 4A, MBE Participation Schedule ([Attachment D-1A](#)) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors [see section 4B, MBE Participation Schedule ([Attachment D-1A](#))] used to meet those goals. If dually-certified, the MBE prime can be designated as only one (1) of the MBE subgoal classifications but can self-perform up to 100 percent of the stated subgoal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Refer to MBE forms (**Attachment D**) for additional information.

4.27 Veteran-Owned Small Business Enterprise (VSBE) Goal

4.27.1 Purpose

- A. The Contractor shall structure its procedures for the performance of the work required in the Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and [Attachment E](#), as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and [Attachment E](#).
- B. A certified VSBE must be verified by the State Department of Veterans Affairs or US Department of Veteran's Affairs Vets First Verification Program (VetBiz) and registered as a VSBE on the State's e-procurement platform, [eMMA](#). The listing of VSBEs is available through the "Vendor Search" on eMMA.

4.27.2 VSBE Goal

- A. A VSBE participation goal of the total Contract dollar amount has been established for this procurement as identified in the Key Information Summary Sheet.
- B. By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified VSBEs.

4.27.3 Solicitation and Contract Formation

- A. In accordance with COMAR 21.11.13.05 C (1), this solicitation requires Offerors to:
 - 1) Identify specific work categories within the scope of the procurement appropriate for subcontracting.
 - 2) Solicit VSBEs before Proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts.
 - 3) Attempt to make personal contact with the VSBEs solicited and to document these attempts.

- 4) Assist VSBEs to fulfill, or to seek waiver of, bonding requirements.
 - 5) Attempt to attend pre-Proposal or other meetings the procurement agency schedules to publicize contracting opportunities to VSBEs.
- B. The Offeror must include with its Proposal a completed VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule ([Attachment E-1](#)) whereby the Offeror:
- 1) Acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.
 - 2) Responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission. The Offeror shall specify the percentage of contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.
- C. As set forth in COMAR 21.11.13.05.B(2), when a verified VSBE firm participates on a Contract as a Prime Contractor, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the VSBE Prime Contractor performs with its own work force towards meeting up to one hundred percent (100%) of the VSBE goal.
- D. In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule ([Attachment E-1](#)) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.
- E. Within ten (10) Business Days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer:
- 1) VSBE Project Participation Statement ([Attachment E-2](#)).
 - 2) If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07.
 - 3) Any other documentation required by the Procurement Officer to ascertain apparent awardee responsibility in connection with the VSBE participation goal.

(If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible.)

4.28 Living Wage Requirements

- 4.28.1** Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Maryland Department of Labor requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- 4.28.2** If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- 4.28.3** Additional information regarding the State's living wage requirement is contained in [Attachment F](#). Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement ([Attachment F-1](#)) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- 4.28.4** Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.
- A. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier (enter "1" or "2," depending on where the majority of the service recipients are located) Contract.
 - B. The Contract will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- C. If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- D. If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.

4.28.5 If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.

4.28.6 The Offeror shall identify in the Proposal the location from which services will be provided.

4.28.7 **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change or a change in the State minimum wage.

4.29 Federal Funding Acknowledgement

4.29.1 There are programmatic conditions that apply to the Contract due to federal funding (see [Attachment G](#)).

4.29.2 The total amount of federal funds allocated for the Medical Care Programs Administration is \$108.7 million in Maryland SFY 2020. This represents 76% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

4.29.3 The Contract contains federal funds. The source of these federal funds is Title XIX of the Social Security Act. The CFDA number is 93.778. The conditions that apply to all federal funds awarded by the Department are contained in [Attachment G](#), Federal Funds Attachments. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds [Attachment G](#) and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the Contract.

4.30 Conflict of Interest Affidavit and Disclosure

4.30.1 The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure ([Attachment H](#)) and submit it with its Proposal.

4.30.2 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

4.30.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

4.30.4 Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that "an individual who assists an executive unit in the drafting of

specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

4.31 Non-Disclosure Agreement

4.31.1 Non-Disclosure Agreement (Offeror)

A Non-Disclosure Agreement (Offeror) is not required for this procurement.

4.31.2 Non-Disclosure Agreement (Contractor)

All Offerors are advised that this solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as [Attachment I](#). This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

4.32 HIPAA - Business Associate Agreement

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the HIPAA, the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 et seq. and set forth in [Attachment J](#). This Agreement must be provided within five (5) Business Days of notification of proposed Contract award. However, to expedite processing, it is suggested that this document be completed and submitted with the Proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Offeror with the next highest overall-ranked Proposal.

4.33 Nonvisual Access

4.33.1 The Offeror warrants that the information technology offered under this proposal:

1. Provides equivalent access for effective use by both visual and nonvisual means consistent with the standards of § 508 of the federal Rehabilitation Act of 1973 and Code of Maryland Regulations 14.33.02;
2. Provides an individual with disabilities with nonvisual access in a way that is fully and equally accessible to and independently usable by the individual with disabilities so that the individual is able to acquire the same information, engage in the same interactions, and enjoy the same services as users without disabilities, with substantially equivalent ease of use;

3. Will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use;
 4. If intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and
 5. Is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 15 percent.
- 4.33.2 If the information technology procured under this solicitation does not meet the nonvisual access standards set forth in the Code of Maryland Regulations 14.33.02, the State will notify the Offeror in writing that the Offeror, at its own expense, has 12 months after the date of the notification to modify the information technology in order to meet the nonvisual access standards. If the Offeror fails to modify the information technology to meet the nonvisual access standards within 12 months after the date of the notification, the Offeror may be subject to a civil penalty of a fine not exceeding \$5,000 for a first offense, and a fine not exceeding \$10,000 for a subsequent offense.
- 4.33.3 The Offeror shall indemnify the State for liability resulting from the use of information technology that does not meet the applicable nonvisual access standards.
- 4.33.4 For purposes of this regulation, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

4.34 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

4.35 Location of the Performance of Services Disclosure

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as [Attachment L](#). The Disclosure must be provided with the Proposal.

4.36 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.37 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

4.38 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

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5 Proposal Format

5.1 Two-Part Submission

Offerors shall submit Proposals in separate volumes:

- A. Volume I – Technical Proposal
- B. Volume II – Financial Proposal

5.2 Proposal Delivery

- 5.2.1 Proposals delivered by facsimile shall not be considered.
- 5.2.2 Offerors shall **not** provide pricing information in the Technical Proposal, nor pricing information on the media submitted in the Technical Proposal.
- 5.2.3 Offerors may submit Proposals via email to MDH.solicitationquestions@maryland.gov.
- 5.2.4 The Procurement Officer must receive all electronic Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
- 5.2.5 Two Part Submission:
 - A. Technical Proposal consisting of:
 - 1) Technical Proposal in searchable Adobe PDF format.
 - 2) A second searchable Adobe copy of the Technical Proposal with confidential and proprietary information redacted (see [Section 4.8](#)).
 - B. Financial Proposal consisting of:
 - 1) Financial Proposal entered into the price form spreadsheet within eMMA and all supporting material in Excel format.
 - 2) Financial Proposal in searchable Adobe PDF format.
 - 3) A second searchable Adobe copy of the Financial Proposal with confidential and proprietary information removed (see [Section 4.8](#)).

5.3 Volume I – Technical Proposal

NOTE: Omit all pricing information from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

- 5.3.1 In addition to the instructions below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

5.3.2 The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

A. Title Page and Table of Contents (submit under TAB A)

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal, organized by section, subsection, and page number.

B. Claim of Confidentiality (if applicable, submit under TAB A-1)

Any information that is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the title page and before the table of contents in the Technical Proposal and, if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see [Section 4.8](#), “Public Information Act Notice”). The entire Proposal cannot be given a blanket confidentiality designation—any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

C. Offeror Information Sheet and Transmittal Letter (submit under TAB B)

The Offeror Information Sheet (see [Appendix 2](#)) and a transmittal letter shall accompany the Technical Proposal. The purpose of the transmittal letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

D. Executive Summary (submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.”

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and, if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see [Section 4.16](#), “Offeror Responsibilities”).

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract ([Attachment M](#)), or any other exhibits or Attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

E. Minimum Qualifications Documentation (if applicable, submit under TAB D)

The Offeror shall submit any minimum qualifications documentation that may be required as set forth in [Section 1](#), “Minimum Qualifications.” If references are required in **Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1** and **Section 5.3.2(I)**.

F. Offeror Technical Response to RFP Requirements and Proposed Work Plan (submit under TAB E)

Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

Any responses, items, plans, schedules, etc. relevant to the RFP-identified plans (see **Sections 3.1.1.1–3.1.1.18** for some examples) that the Offeror submits as part of its Technical Proposal and is deemed acceptable by MDH may be incorporated into the aforementioned contractually required plans once the award determination is made, e.g., the proposed Implementation Schedule below should be converted into the Project Master Schedule found in [Section 3.1.1.1.1](#) and components of the proposed Work Plan may be incorporated into the broader Project Management Plan (see [Section 3.1.1.1](#)) as applicable.

- 1) The Offeror shall address—preferably, in a creative, modernized manner—each RFP requirement ([Section 2, “Scope of Work,”](#) and [Section 3, “General Contractor Requirements”](#)) in its Technical Proposal with a cross-reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** and **Section 3** in order and shall contain a cross-reference to the requirement.
- 2) The Offeror shall give a definitive, section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., “Work Plan.” The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in **Section 2**. The description shall include an outline of the overall management concepts employed by the Offeror and a Project Management Plan (see [Section 3.1.1.1](#)), including project control mechanisms and overall timelines. Project deadlines considered contract Deliverables must be recognized in the Work Plan.
- 3) Implementation Schedule – Offeror shall provide the proposed implementation schedule with its Proposal.
- 4) The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates and any required construction to satisfy the State’s requirements as outlined in this RFP.

- 5) The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in [Section 3.8](#).
- 6) DR and security model description – For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
- 7) The Offeror shall provide a Voluntary Product Accessibility Template (VPAT) containing a comprehensive analysis of the Offeror’s conformance to accessibility standards in Code of Maryland Regulations 14.33.02 (See RFP §4.33). Failure to supply a VPAT may result in the Offeror’s Proposal being deemed not reasonably susceptible for award.
- 8) The Offeror shall include a Deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in [Section 2.5.4](#). The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
- 9) The Offeror shall include an SLA as identified in [Sections 2.6](#) and [3.4.2.1](#), including service-level metrics offered and a description how the metrics are measured, any SLA credits should the service-level metrics not be met, and how the State can verify the service level. The Offeror shall describe how service level performance is reported to the State.
- 10) Non-Compete Clause Prohibition:

The Department seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror’s employees and agents filling the positions set forth in the staffing requirements of [Section 2.4.2.16](#) working on the State contract shall be free to work for the Contractor awarded the State Contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

11) Proof of Security and Compliance Practices

Offerors as part of their Proposal shall include evidence of at least one (1) of the following security and compliance practices:

- a) SOC 2 Type 2—compliance within one (1) year of Proposal submission (i.e., annual timeframe)
- b) FedRAMP—compliance within its current review cycle (i.e., biennial timeframe)
- c) HITRUST—compliance within its current assessor cycle (i.e., annual timeframe)

12) Product Requirements

- a) Offerors may propose to use open source software; however, the Offeror must provide operational support for the proposed software.
- b) Details for each offering: The Offeror shall provide the following information for the IT solution it will be utilizing:
 - i) Offering name;
 - ii) Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner);
 - iii) Manufacturer;
 - iv) Short description of capability;
 - v) Version (and whether version updates are limited in any way);
 - vi) License type (e.g., user, CPU, node, transaction volume);
 - vii) Subscription term (e.g., annual);
 - viii) License restrictions, if any;
 - ix) Operational support offered (e.g., customer support, Help Desk, user Manuals (online or hardcopy)), including description of multiple support levels (if offered), service-level measures, and reporting;
 - x) Continuity of operations and DR plans for providing service at 24/7/365 level;
 - xi) Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their Proposals shall describe the interoperability of data that can be imported or exported from the System, including generating industry standard formats;
 - xii) Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, Acceptable

- Use Policy (AUP; see definition in [Appendix 1](#)), professional services agreement, master agreement);
- xiii) Compatibility with the State’s existing single sign-on system, SecureAuth, or other single sign-on approaches;
 - xiv) APIs used, and what type of content can be accessed and consumed;
 - xv) Update/Upgrade roadmap and procedures to include planned changes in the next 12 months, frequency of System update (updates to software applied) and process for updates/Upgrades;
 - xvi) Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time);
 - xvii) What type of third-party assessment (such as a SOC 2, Type II audit) is performed, the nature of the assessment (e.g., the trust services criteria and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State. See also [Section 3.9](#);
 - xviii) Offeror shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
 - (a) procedures for and requirements for hiring staff (such as background checks),
 - (b) any non-disclosure agreement Contractor Personnel sign,
 - (c) whether the service is furnished out of the continental U.S. (see security requirements in [Section 3.7](#)),
 - (d) Certifications such as FedRAMP,
 - (e) Third-party security auditing, including the Federal Information Security Management Act (FISMA),
 - (f) Published Security Incident reporting policy; and
 - (g) Cybersecurity insurance, if any, maintained.
- 13) State whether it will provide full or partial services in excess of what is required in the RFP on any of the holidays observed by the State (see Section 2.3.4.1(C) and “State-Observed Holidays” in [Appendix 1](#)).
- 14) State if it will provide a fuller range of services than required prior to 8:00 a.m. or after 6:00 p.m. on Contractor-Observed Business Days (see Section 2.3.4.2(C)).

G. Experience and Qualifications of Proposed Staff (submit under TAB F)

As part of the evaluation of the Proposal for this RFP, Offerors shall propose exactly 15 Key Personnel (see [Section 3.10.3](#)) resources and shall describe in a Staffing Management Plan how additional resources shall be acquired to meet the needs of the Department. All other planned positions shall be described generally in the Staffing Management Plan and may not be used as evidence of fulfilling company or personnel minimum qualifications.

The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract, including information in support of the Personnel Experience criteria in [Section 3.10](#). Specifically, the Offeror shall:

- 1) Describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the SOW set forth in this solicitation.
- 3) Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). Offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see [Section 3.11.5, Substitution Prior to and Within 30 Days After Contract Execution](#)).
- 4) Provide an organizational chart that individually identifies Key Personnel as well as the job title/classification for, and count of, each Non-Key Personnel required position (as described in Section 3.10.2). The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
- 5) If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.

H. Offeror Qualifications and Capabilities (submit under TAB G)

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in [Section 3.10.1](#). The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- 1) The number of years the Offeror has provided the similar goods and services;
- 2) The number of clients/customers and geographic locations that the Offeror currently serves;

- 3) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract;
- 4) The Offeror's process for resolving billing errors; and
- 5) An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror, and, if applicable, authorization from such parent, affiliate, or subsidiary organization for the state to have access to its records.

I. References (submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the goods and services specified in this RFP. References used to meet any minimum qualifications (see [Section 1](#)) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and services within the past **five (5)** years and shall include the following information:

- 1) Name of client organization;
- 2) Name, title, telephone number, and email address, if available, of POC for client organization; and
- 3) Value, type, duration, and description of goods and services provided.

The Department reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

J. List of Current or Prior State Contracts (submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- 1) The State contracting entity;
- 2) A brief description of the goods and services provided;
- 3) The dollar value of the contract;
- 4) The term of the contract;
- 5) The State employee contact person (name, title, telephone number, and, if possible, email address); and
- 6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

K. Financial Capability (submit under TAB J)

The Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this section by including one or more of the following with its response:

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;
- 4) Evidence of a successful financial track record; and
- 5) Evidence of adequate working capital.

L. Certificate of Insurance (submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in [Section 3.6, Insurance Requirements](#).

M. Subcontractors (submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP.

N. Legal Action Summary (submit under TAB M)

This summary shall include:

- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- 2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;

- 3) A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
- 4) In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

O. Economic Benefit Factors (submit under TAB N)

- 1) The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Offeror's Total Proposal Price from the Financial Proposal Form in [Attachment B-2](#). See COMAR 21.05.03.03A (3).
- 2) Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
- 3) Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
- 4) As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
- 5) In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
 - a) Generic statements that the State will benefit from the Offeror's superior performance under the Contract.
 - b) Descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract.
 - c) Tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
- 6) Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded the Contract.
- 7) Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit

and contractual commitments and provide a breakdown of expenditures in that category:

- a) The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal.**
- b) The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly.
- c) Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- d) Subcontract dollars committed to Maryland small businesses and MBEs.
- e) Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

P. Technical Proposal – Required Forms and Certifications (submit under TAB O)

- 1) All forms required for the Technical Proposal are identified in **Table 1** of [Section 7](#), "RFP Attachments and Appendices." Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
- 2) Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including, but not limited to, any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master

Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror's Technical Proposal and no action of the State, including, but not limited to, the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.

- 3) For each service, hardware, or software proposed as furnished by a third-party entity, Offeror must identify the third-party Provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open-source license, authorization for the open source shall demonstrate compliance with the open-source license.
- 4) A Letter of Authorization shall be on letterhead or through the Provider's email. Further, each Letter of Authorization shall be less than 12 months old and must provide the following information:
 - a) Third-party POC name and alternate for verification
 - b) Third-party POC mailing address
 - c) Third-party POC telephone number
 - d) Third-party POC email address
 - e) If available, a re-seller identifier

5.4 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in [Attachment B](#). The Offeror shall complete the [Financial Proposal Form](#) only as provided in the [Financial Proposal Instructions](#) and the Financial Proposal Form itself. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the Department.

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6 Evaluation and Selection Process

6.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each below criterion have equal weight.

6.2.1 Offeror's Technical Response to Requirements and Work Plan (see [Section 5.3.2\(F\)](#))

The State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Experience and Qualifications of Proposed Staff (see [Section 5.3.2.G](#))

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (see [Section 5.3.2.H](#))

6.2.4 Satisfaction of the Nonvisual Access requirements (See RFP Section 4.33)

6.2.5 Proposed length of Contract Start-up Period and/or expanded day or hours of operation.

6.2.6 Economic Benefit to State of Maryland (see [Section 5.3.2.O](#))

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see [Section 6.5.2.D](#)) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on [Attachment B](#), Financial Proposal Form.

6.4 Reciprocal Preference

6.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- A. The Maryland resident business is a responsible Offeror.
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state.
- C. The other state gives a preference to its resident businesses through law, policy, or practice.
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

6.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

6.5.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit ([Attachment D-1A](#)) is included and is properly completed if there is an MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule ([Attachment E-1](#)) is included and is properly completed, if there is a VSBE goal.
- B. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- D. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical

evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.

- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. Offerors may only perform limited substitutions of proposed personnel as allowed in [Section 3.11](#).

6.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a notification of recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in **Tables 7-1, 7-2, and 7-3** of [Section 7](#).

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7 RFP Attachments and Appendices

Instructions Page

- A. A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in **Tables 7-1** and **7-2** below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in the aforementioned tables below.
- B. For documents required as part of the Proposal:
- 1) For email submissions, submit one (1) copy of each with signatures.
- C. All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in **Table 7-1** below in the “When to Submit” column.
- D. For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in **Table 7-1** below in the “When to Submit” column.

Table 7-1. RFP Attachments

Applies	When to Submit	Label	Attachment/Appendix Name
Y	Before Proposal	Attachment A	Pre-Proposal Conference Response Form
Y	With Proposal	Attachment B	Financial Proposal Instructions and Form
Y	With Proposal	Attachment C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
Y	With Proposal	Attachment D	MBE Forms D-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is an MBE goal.
Y	10 Business Days after recommended award	Attachment D	MBE Forms D-1B, D-1C,D-2, D-3A, D-3B (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)

Applies	When to Submit	Label	Attachment/Appendix Name
			Important: Attachment D-1C, if a waiver has been requested, is also required within ten (10) days of recommended award.
Y	As directed in forms	Attachment D	MBE Forms D-4A, D-4B, D-5 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)
Y	With Proposal	Attachment E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal.
Y	5 Business Days after recommended award	Attachment E	VSBE Forms E-1B, E-2, E-3 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) Important: Attachment E-1B, if a waiver has been requested, is also required within ten (10) days of recommended award.
Y	With Proposal	Attachment F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)
Y	With Proposal	Attachment G	Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)
Y	With Proposal	Attachment H	Conflict of Interest Affidavit and Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)
Y	5 Business Days after recommended award – However, suggested with Proposal	Attachment I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)

Applies	When to Submit	Label	Attachment/Appendix Name
Y	5 Business Days after recommended award – However, suggested with Proposal	Attachment J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)
Y	With Proposal	Attachment L	Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf)
Y	5 Business Days after recommended award	Attachment M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	Attachment N	Contract Affidavit (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf)
N		Attachment O	DHS Hiring Agreement
Y		Attachment P	Corporate Diversity Addendum
Y	With Proposal	Appendix 2	Offeror Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)
Y	With Proposal	Appendix 7	Labor Categories (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-x-Labor-Categories.dotx)

Table 7-2. Additional Submissions

Applies	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	10 Business Days after recommended award		PEP; 1 copy
Y	10 Business Days after recommended award		Fully executed Escrow Agreement; 1 copy
Y	With Deliverables	Online	Deliverable Product Acceptance Form (DPAF) (see online at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf)

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number MDH-OCMP-23-19761

Administrative Services Organization for Maryland’s Public Behavioral Health System

A web-based, remote pre-Proposal conference will be held on February 2, 2023, at 10:00 AM Local Time

Please return this form by calvin.johnson@maryland.gov advising whether or not your firm plans to remotely attend. The completed form should be returned via email to the Contract Officer at the contact information below:

Calvin Johnson
Maryland Department of Health
Email: calvin.johnson@maryland.gov

Please indicate:

Yes, the following representatives will remotely attend/participate.

Attendees:

- 1.
- 2.
- 3.

No, we will not attend/participate.

Please specify whether any reasonable accommodations are requested (see RFP Section 4.1, “Pre-Proposal conference”):

Potential Offeror:

Potential Offeror Name (please print or type)

By:

Signature

Printed Name:

Printed Name

Title:

Title

Date:

Date

Attachment B. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

- A. In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.
- B. The Financial Proposal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Financial Proposal Form:
- 1) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
 - 2) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
 - 3) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
 - 4) Any goods or services required through this RFP and proposed by the vendor at No Cost to the State must be clearly entered in the Unit Price, if appropriate, and Extended Price with \$0.00.
 - 5) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
 - 6) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
 - 7) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03.F and may cause the Proposal to be rejected.
 - 8) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.

- 9) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully loaded rates; no overtime amounts will be paid.
- 10) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- 11) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

B-2 Financial Proposal Form

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

See separate Excel Financial Proposal Form labeled, "*Attachment B – BHASO Financial Proposal Form.xls*".

Submitted by:

Offeror:

Offeror Name (please print or type)

By:

Signature of Authorized Representative

Printed Name:

Printed Name

Title:

Title

Date:

Date

Address:

Company Address

Attachment C. Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

Attachment D. Minority Business Enterprise (MBE) Forms

This solicitation includes a Minority Business Enterprise (MBE) participation goal of 18 percent (18%) with no subgoals.

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>.

Attachment E. Veteran-Owned Small Business Enterprise (VSBE) Forms

This solicitation includes a VSBE participation goal of two percent (2%).

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf>.

Attachment F. Maryland Living Wage Affidavit of Agreement for Service Contracts

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- 1) A Contractor who:
 - a) Has a State contract for services valued at less than \$100,000, or
 - b) Employs ten (10) or fewer employees and has a State contract for services valued at less than \$500,000.
 - 2) A subcontractor who:
 - a) Performs work on a State contract for services valued at less than \$100,000,
 - b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - 3) Service contracts for the following:
 - a) Services with a Public Service Company;
 - b) Services with a nonprofit organization;
 - c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous Calendar Year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess LDs of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/prev/livingwage.shmtl> and clicking on Living Wage for State Service Contracts.

Attachment G. Federal Funds Attachments

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf>.

Attachment H. Conflict of Interest Affidavit and Disclosure

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>.

Attachment I. Non-Disclosure Agreement (Contractor)

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.

**Attachment J. Health Insurance Portability and Accountability Act
(HIPAA) Business Associate Agreement**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>.

Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to likely include mercury as a component.

Attachment L. Location of the Performance of Services Disclosure

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>.

Attachment M. Contract

Maryland Department of Health (MDH)

“Administrative Services Organization for Maryland’s Public Behavioral Health System

MDH-OCMP-23-19761

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 20__ by and between _____ (the “Contractor”) and the STATE OF MARYLAND, acting through the Maryland Department of Health (“MDH” or the “Department”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In the Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is [Contractor’s primary address] and whose principal office in Maryland is [Contractor’s local address], whose Federal Employer Identification Number or Social Security Number is [Contractor’s FEIN], and whose eMaryland Marketplace Advantage vendor ID number is [eMMA Number].
- 1.3 “Financial Proposal” means the Contractor’s [pick one: Financial Proposal or Best and Final Offer (BAFO)] dated _____ (Financial Proposal date or BAFO date).
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for Statewide Administration of Non-Emergency Medical Transportation for Maryland Medicaid, Solicitation # MDH-OCMP-23-19761, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated. _____ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests for clarifications and cure, and by any Best and Final Offer.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with the Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between the Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Contract Affidavit, executed by the Contractor and dated _____ [date of Attachment C]

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in the Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under the Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of the Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works if such approval is required (the "Effective Date") and shall continue until five (5) Calendar Years of O&M have been completed ("Initial Term").
- 3.2 In its sole discretion, the Department shall have the unilateral right to extend the Contract for one (1) two-(2)-year, renewal option (a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3 The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with the Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of

liability under the Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in the Contract, the Department shall pay the Contractor in accordance with the terms of the Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to the Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

The total payment under the fixed price elements of a combined fixed price – time and materials, etc., Contract shall be the firm fixed prices submitted by the Contractor in its Financial Proposal.

For time and materials Contracts, IDIQ (Indefinite Quantity/Indefinite Delivery) Contracts, or Contracts which include either or both a time and materials or IDIQ element(s), total payments to the Contractor pursuant to the Contract for the time and materials and IDIQ portion(s) may not exceed \$ _____ (the “NTE Amount”), which includes \$ _____ for the Initial Term and \$ _____ for the Renewal Term(s).

The Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under the Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with the Department to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set off under COMAR 21.02.07, payments to the Contractor pursuant to the Contract shall be made no later than 30 days after the Department’s receipt of a Proper Invoice from the Contractor as required by RFP Section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State’s payment of the amount on which the interest accrued.
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the Proper Invoice; or

(2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under the Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to the Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under the Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of the Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by the Contract.
- 5.2 The Contractor agrees that at all times during the term of the Contract and thereafter, works created as a Deliverable under the Contract (as defined in Section 7.2), and services performed under the Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under the Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under the Contract, and will cooperate reasonably with the State in effectuating and registering any necessary Assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under the Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with the Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in the Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except as provided for in **Section 8, Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of the Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the Solution, including the know-how and methods by which the Solution is provided and the processes that make up the Solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in the Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with the Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with the Contract.
- 7.3. Subject to the terms of Section 10, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys’ fees)

arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

- 7.4 Without limiting Contractor's obligations under the Contract, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under the Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Third-Party Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party, Third-Party Software, or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under the Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under the Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and

regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under the Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in the Contract.

- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of the Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **RFP Section 3.7**.
- 9.3 Protection of data and personal privacy (as further described and defined in **RFP Section 3.8**) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **RFP Section 3.7**.

10. Indemnification and Notification of Legal Requests

- 10.1 At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of the Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing

by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

- 10.2 The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under the Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3 Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of the Contract, shall, during the pendency and term of the Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on the Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to the Contract or any purchase order, task order, or NTP issued thereunder, or any software, or any software license acquired hereunder.

13.3 Any and all references to the Maryland Code, annotated and contained in the Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure the Contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

16. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Contract succeeding the first fiscal period, the Contract shall be canceled automatically as of the beginning of the SFY for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in the Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of the Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under the Contract properly and on-time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under the Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with the Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

19. Delays and Extensions of Time

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in the Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of the Contract are applicable to the Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a Calendar Year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal

corporation, or other political subdivision of the State, during a Calendar Year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website:

http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to the Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent, and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under the Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Department has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term.
- It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under the Contract.
- It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the Contract.

27. Cost and Price Certification

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under the Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting Assignment

The Contractor may not subcontract any of its obligations under the Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign the Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within the Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 7, Patents, Copyrights, Intellectual Property of the Contract
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property

- (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to the Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.
 - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of the Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.
- 29.2 Contractor's indemnification obligations for third-party claims arising under Section 10 of the Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third-party claims arising under Section 10 of the Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of the Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into the Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of the Contract and may result in termination of the Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.2 As a condition of entering into the Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents

relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of the Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

- 30.3 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified,
- (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work,
- (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor,
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account, or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor under this Section 31, may not:

- (a) Affect the rights of the contracting parties under any other provision of law,
- (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding, or
- (c) Result in liability against or prejudice the rights of the Department.

- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.

- 31.5 To ensure compliance with certified MBE subcontractor participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor
 - ii. Inspecting the jobsite
 - iii. Interviewing subcontractors and workers

Verification shall include a review of:

- i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- (b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the Contract,
 - ii. Refer the matter to the Office of the Attorney General for appropriate action, or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Department may withhold payment of any invoice or retainage. The Department may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under the Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of the Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to the Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under the Contract shall continue subject to the respective terms and conditions of the Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under the Contract.

36. Miscellaneous

- 36.1 Any provision of the Contract which contemplates performance or observance subsequent to any termination or expiration of the Contract shall survive termination or expiration of the Contract and continue in full force and effect.
- 36.2 If any term contained in the Contract 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 the Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 36.3 The headings of the sections contained in the Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of the Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g., and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

- 37.1 The State representative for the Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring the

Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, On-Time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.

37.2 The Procurement Officer has responsibilities as detailed in the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

38. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

Rebecca Frechard
201 W. Preston Street,
Baltimore, MD 21201
E-Mail: rebecca.frechard@maryland.gov

With a copy to:

Jim Beauchamp
Maryland Department of Health (MDH)
201 W. Preston Street, Room 416
Baltimore, MD 21201
E-Mail: jim.beauchamp@maryland.gov

If to the Contractor:

(Contractor's Name)
(Contractor's primary address)
Attn: _____

[Delete the following if a parent company guarantee is inapplicable:]

Parent Company Guarantor

Contact: _____

Attn: _____

39. Liquidated Damages for MBE

39.1 The Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be

anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

39.2 Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay LDs to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against LDs owed. The Contractor further agrees that for each specified violation, the agreed upon LDs are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$35 per day until the monthly report is submitted as required.
- (b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$85 per MBE subcontractor.
- (c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- (d) Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$<<insert appropriate rate following calculation instructions from GOSBA>> per day until the undisputed amount due to the MBE subcontractor is paid.

39.3 Notwithstanding the assessment or availability of LDs, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

40. Parent Company Guarantee (If applicable)

If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor's Parent Company to guarantee performance of the Contractor. The guarantor/Contractor's Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.

[Corporate name of Contractor's Parent Company] hereby guarantees absolutely the full, prompt, and complete performance by [Contractor] of all the terms, conditions and obligations contained in the Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with the Contract, including any and all financial commitments, obligations, and liabilities. [Corporate name of Contractor's Parent Company] may not transfer this

absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. [Corporate name of Contractor's Parent Company] further agrees that if the State brings any claim, action, lawsuit or proceeding against [Contractor], [Corporate name of Contractor's Parent Company] may be named as a party, in its capacity as Absolute Guarantor.

41. Federal Department of Health and Human Services (DHHS) Exclusion Requirements

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing the Contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of the Contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on the Contract, and to notify the Department immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

42 Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

42.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract; and
- (c) Otherwise providing good information management practices regarding all health information and medical records.

42.2 Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form as required by the Department.

42.3 "Protected Health Information" as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare Provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to

the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

43. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

SIGNATURES ON NEXT PAGE

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Contractor

State of Maryland

Maryland Department of Health (MDH)

By:

By: <<agencyContractSigner>>, <<agencyContractSignerTitle>>

Date

PARENT COMPANY (GUARANTOR) (if applicable)

By:

By:

Date

Date

Approved for form and legal sufficiency

this ____ day of _____, 20__.

Assistant Attorney General

APPROVED BY BPW: _____

(Date)

(BPW Item #)

Attachment N. Contract Affidavit

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf>

Attachment O. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

Attachment P. Corporate Diversity Addendum

CORPORATE DIVERSITY ADDENDUM

Effective August 18, 2022

Instructions: Pursuant to § 11-101 of the Tax-Property Article, certain entities must provide a Corporate Diversity Addendum, which contains certain diversity data specified by Code of Maryland Regulation (“COMAR”) 24.01.07. To determine whether you must provide the Corporate Diversity Addendum, please complete Worksheet A.

Failure to complete the Addendum or failure to meet the criteria therein, may prohibit you from receiving certain State benefits. For more information, refer to COMAR 24.01.07.

Please be aware, the information you include in the Corporate Diversity Addendum may be shared with other Maryland State agencies.

Worksheet A

1. Are you an entity that is required to be in good standing with the State Department of Assessments and Taxation (“SDAT”), and meets the following definition:

(1) A commercial enterprise or business that is formed in the State or registered with SDAT to do business in the State; or (2) a corporation, foundation, school, hospital, or other legal entity for which none of the net earnings inure to the benefit of any private shareholder or individual holding an interest in the entity?

Yes – Proceed to Question 2

No – STOP. You are not required to complete the Corporate Diversity Addendum. Complete Affidavit (I) on Page 2 and submit with the application for a State benefit.

2. Check the appropriate box if you are any of the following types of entities:

Sole Proprietor

Limited liability company (LLC) owned by a single member

Privately held company if at least 75% of the company’s shareholders are family members

Entity that (1) has an annual operating budget or annual sales less than \$5,000,000; and (2) has not qualified for or applied for, and does not intend to apply for, a State benefit, as defined below

Did you check at least one box?

Yes – STOP. You are not required to complete the Corporate Diversity Addendum. Complete Affidavit (I) on Page 2 and submit with the application for a State benefit.

No – Proceed to the Corporate Diversity Addendum on Page 3.

“State benefit” means (1) a State capital grant funding totaling \$1.0 million or more in a single fiscal year (July 1 – June 30); (2) State tax credits totaling \$1.0 million or more in a single fiscal year (July 1 – June 30); or (3) the receipt of a State contract with a total value of \$1.0 million or more. “State contract” means a contract that (a) resulted from a competitive procurement process and (b) is not federally funded in any way.

AFFIDAVIT (I)

UNDER PENALTIES OF PERJURY, I hereby swear that the entity submitting this report is not required to submit the Corporate Diversity Addendum.

Entity/Business Name: _____

Federal Employer Identification Number (FEIN): _____

SDAT Identification Number: _____

Name of Entity's representative completing this Affidavit (print clearly):

Title: _____

Signature: _____

Date: _____

CORPORATE DIVERSITY ADDENDUM

Instructions: If you are required to provide the Corporate Diversity Addendum, completing Affidavit (II) on Page 4 is mandatory. A response to both items is required. Failure to provide a complete response to either of the two items may render the entity ineligible for certain state benefits. For more information, refer to COMAR 24.01.07.

I. A response to Item I is required. However, the content of your response has no bearing on eligibility for State benefits. Select below the underrepresented communities which are represented on this entity's board or in executive leadership. Select all that apply.

- Alaska Native
- Asian-Pacific Islander
- Black or African-American
- Hispanic or Latino
- Native American
- Native Hawaiian
- One or more of the racial or ethnic groups listed above
- None of the above

II. Check the box next to the following Corporate Diversity indicators that pertain to this entity. *Note that references to underrepresented communities refers to communities listed in Item I above. The examples provided are intended to be representative, not exclusive.* Select all that apply.

1. Entity maintains written workforce diversity, equity, and inclusion ("DEI") policies.
2. Entity offers DEI training to its workforce.
3. Entity assigns a senior-level employee as responsible for oversight and direction of the entity's DEI efforts.
4. Entity reports performance of its workforce DEI programs on its website.
5. Entity includes DEI objectives in performance plans of its managers.
6. Entity publishes information on its website about its DEI commitments and efforts.
7. Entity provides career advancement training/opportunities for employees, including members of underrepresented communities.
8. Entity collaborates with educational institutions, or is an educational institution, serving significant or predominant student populations or affinity groups from underrepresented communities (e.g., career fairs, scholarships, internships, apprenticeships).
9. Entity has a supplier diversity policy that provides business opportunities to diverse suppliers, including businesses owned by members of underrepresented communities, such as State-certified Minority Business Enterprises ("MBEs").
10. Entity publicizes its procurement opportunities to encourage participation from businesses owned by members of underrepresented communities.
11. Entity measures percentage of contract dollars awarded to businesses owned by members of underrepresented communities, including MBEs.
12. Entity provides support and outreach to underrepresented communities and/or organizations that represent underrepresented communities.

Only entities that meet at least 33% (4) of the Corporate Diversity Indicators above, by checking all the applicable boxes, qualify to receive a State benefit.

AFFIDAVIT (II)

UNDER PENALTIES OF PERJURY, I declare that I have examined this Corporate Diversity Addendum, and to the best of my knowledge and belief, it is true, correct, and complete.

Entity/Business Name: _____

Federal Employer Identification Number (FEIN): _____

SDAT Identification Number: _____

Name of Entity's representative completing this Affidavit (print clearly):

Title: _____

Signature _____ Date _____

Penalties for Submitting False Information. If information provided by the entity in this form or by other means is materially false, the entity and the individual providing the false information may be subject to criminal prosecution for perjury, procurement fraud, and other crimes and may be subject to debarment, and all State benefits or contracts to the entity made in reliance upon the inaccurate form or other information may be void or subject to termination for default. See COMAR 24.01.07.

Appendix 1. Terms/Abbreviations and Definitions

The following table contains only abbreviations associated with terms that do not have a respective definition (either because their meaning can be ascertained from the body of the RFP or a standard dictionary or simply because they are a commonly understood term throughout the healthcare industry as it relates to this solicitation).

Abbreviations	Term
ADAA	Alcohol and Drug Abuse Administration
CARC	Claim Adjustment Reason Codes
CDE	Comprehensive Diagnostic Evaluation
CPT	Current Procedural Terminology
CRM	Customer Relationship Management
DORS	Division of Rehabilitation Services
EBP	Evidence-Based Program
FFP	Federal Financial Participation
IWP	Individual Work Plan
LTC	Long-Term Care
MH	Mental Health / Mental Healthcare
NCCI	National Correct Coding Initiative
NDC	National Drug Code
OCM	Organizational Change Management
PIP	Program Improvement Plan
POC	Point of Contact
PASRR	Pre-Admission Screening and Resident Review
PPIP	Provider Performance Improvement Plan
PRP	Psychiatric Rehabilitation Program
PRP-SE	Psychiatric Rehabilitation Program for individuals in Supported Employment

QA	Quality Assurance
RARC	Remittance Advice Remark Codes
SSA	Social Security Administration
SSN	Social Security Number
SGF	State General Funds
SE	Supported Employment
SIT	System Integration Testing
TTY	Teleprinter, Teletype, or Teletypewriter

The following table contains terms—and any applicable abbreviations—associated with definitions relevant to this solicitation.

#	Term	Abbreviation	Definition
1	Abandoned (Call)	–	A caller who is disconnected from a call, regardless of manner, before the call is considered complete (i.e., resolved or next steps provided). Any call disconnected within the first ten (10) seconds will not be considered an abandoned call.
2	Abuse	–	Medicaid rules define Abuse as “actions that may, directly or indirectly, result in unnecessary costs to the Medicare or Medicaid Program, including paying for items or services when there is no legal entitlement to that payment and the Provider has not knowingly or intentionally misrepresented facts to obtain payment.”
3	Acceptable Use Policy	AUP	A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
4	Administrative Services Organization	ASO	Per COMAR 10.09.49.02, an entity that provides utilization management benefit, information, and intensive care management services within a centralized system framework, such as Durable Medical Equipment (DME), on behalf of the Department. For the purposes of this RFP, Administrative Services Organization (ASO) is synonymous with “the Contractor.”
5	Adverse Determination	–	Any assessment or review by the Contractor or Maryland Department of Health (MDH) in which the request for service(s) results in an unfavorable outcome for the Participant or Behavioral Health Provider, requiring the party be notified of its rights to request a reconsideration of that outcome and providing Participants the option to escalate to a formal Appeal. For example, a Denial of services to a Participant or the refusal to make payment, make payment at a requested level, or a change in the usage status of a Provider.
6	Advocate	–	A hospital or healthcare facility employee whose job is to speak on a Participant’s behalf and help Participants get any information or services they need.
7	Appeal	–	Also called Fair Hearing. A proceeding during which a Medicaid Participant or Provider presents a claim at the Office of Administrative Hearings (OAH) to an Administrative Law Judge their position that the Department has failed to make an appropriate determination on the matter at hand.

#	Term	Abbreviation	Definition
8	Application	–	The means by which a Participant or their representative requests consideration for Behavioral Health services. Each request for BHASO services constitutes an application and is subject to a determination of Eligibility and Qualification for the service being requested.
9	Application Programming Interface	API	Code that allows two (2) software programs to communicate with each other.
10	Applied Behavior Analysis	ABA	Applied Behavior Analysis (ABA) is a therapy based on the practice of applying the psychological principles of learning theory in a systematic way to modify behavior.
11	Attachment	–	Any of the Attachments (e.g., ‘A’-‘O’) appended to this RFP.
12	Authorizing / Authorization	–	The assignment of an approval status for Behavioral Health services as evidenced by completed Eligibility and Qualification Screening and the Assignment of a Unique Authorization Number to be communicated via the Medicaid Management Information System (MMIS) for adjudication.
13	Available / Availability	–	The capability of an end-user to access the operating system and Contractor-supported application layers of the technical solution via Contractor-managed web servers, web/application servers, and/or database servers in accordance with System requirements.
14	Behavioral Health Administrative Services Organization	BHASO	An Administrative Services Organization that manages Behavioral Healthcare (BH) services, i.e., particularly the awarded vendor of this Contract, and chiefly used adjectively to refer to or describe the Contract and Contractor’s Solution—either in whole or in part.
15	Behavioral Health / Behavioral Healthcare	BH	Patient-centered care encompassing emotional, psychological, and social well-being that addresses Mental Health (MH) and substance use conditions, health behaviors, life stressors, and stress-related physical symptoms.
16	Board Certified Assistant Behavior Analyst	BCaBA	A specific, qualified ABA provider type (see Section 2.4.2.4.3(J)(2)).

#	Term	Abbreviation	Definition
17	Board Certified Behavior Analyst	BCBA / BCBA-D	A specific, qualified ABA provider type (see Section 2.4.2.4.3(J)(2)).
18	Business Day	–	An official working day of the week to include Monday through Friday as identified by the Contractor’s proposed holiday schedule, i.e., every weekday of the year that does not fall within the Contractor’s observed holidays. (See Contractor-Observed Business Day.)
19	Calendar Year	CY	Per the Gregorian calendar, the cyclical 12-month period beginning January 1 and ending December 31.
20	Call Duration		The amount of time a single call lasts beginning from the time the caller is met by the ACD system until it is disconnected. The call duration shall be reported on by: <ul style="list-style-type: none"> a) The average time a caller is engaged in dialogue with a live call representative. b) The total time, from start to finish, a call lasts, including the amount of time a caller spends on hold and talking with a live call representative as well as the time the live agent spends completing call documentation.
21	Centers for Medicare & Medicaid Services	CMS	The federal agency within the US. Department of Health and Human Services (HHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid, the Children’s Health Insurance Program (CHIP), and health insurance portability standards.
22	Claims Accuracy Rate		Measure of ratio of the number of paid and denied claims processed accurately (without procedural or financial errors) to the total number of claims/units processed, based on all claims audited in the audit period.
23	Code of Federal Regulation	CFR	The compilation of administrative laws governing federal regulatory agency practice and procedures, specifically Title 42, which represents public health and contains the applicable rules and regulations for agency activities in that area.
24	Code of Maryland Regulations	COMAR	COMAR is available at http://www.dsd.state.md.us/COMAR/ComarHome.html .

#	Term	Abbreviation	Definition
25	Contract	–	The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment M .
26	Contract Effective Date	CED	The date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works (BPW), if such approval is required.
27	Contract Monitor	–	The State representative for the Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring the Contract to ensure compliance with the terms and conditions of the Contract, monitoring Minority Business Enterprise (MBE) and Veteran-Owned Small Business Enterprise (VSBE) compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
28	Contract Officer	–	The State representative for the Contract who is designated and authorized by the Procurement Officer to act on behalf of the Procurement Officer. The Maryland Department of Health may change the Contract Officer at any time by written notice to the Contractor.
29	Contract Period	–	The time periods during which the Contract term is in effect, constituting a several-month Design, Development, and Implementation (DDI) Phase and five (5)-year Operations and Maintenance (O&M) phase (seven (7) if the available two (2)-year, Renewal Term option is exercised by the Department. Depending upon how long the Contractor takes to complete the initial Contract DDI Phase, the first O&M Contract Period may run from 1 to 30 days longer than 12 months so that all Contract Periods thereafter do not start on other than the first day of a month. i.e., all Contract Periods after the first will fully align with calendar months. Aside from the possibility that the first Contract Period may run up to 30 days longer than 12 months as described above, starting on the Go-Live Date, each Contract Period will run a full 12 months. During each respective Contract Period the prices quoted by the Contractor on Attachment B, the Price Form, for that Contract Period will apply.

#	Term	Abbreviation	Definition
30	Contract Year		The cyclical period beginning with operational cutover (i.e., the Go-Live Date) and ending 12 months thereafter, e.g., if operations and maintenance (O&M) starts July 1, then the Contract Year would end June 30, continuing as such every year through Contract termination.
31	Contractor	–	The selected Offeror that is awarded the Contract by the State.
32	Contractor Business Hours	–	The times on Contractor-Observed Business Days when as specified in its Technical Proposal the Contractor will provide full or partial services under the Contract. As required by Section 2.4.3.2, the Contractor must provide (i) the full gamut of services required under the Contract during Normal State Business Hours, (ii) Engagement Center services between 5:00 p.m. and 6:00 p.m. on Contractor-Observed Business Days, and (iii) 24-hour clinical management/authorization request services.
33	Contractor-Observed Business Day	–	The days in each week when the Contractor will provide the full gamut of services required under the Contract. As required in Section 2.3.4.1, the Contractor cannot provide the full gamut of services for fewer working days than observed by the State. However, as described in its Proposal, the Contractor can propose to provide the full gamut of services on days the State observes as a holiday.
34	Contractor Personnel	–	Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
35	Corrective Action Plan	CAP	A written response to notification of an audit finding that is in violation of any one or more of the following: contractual obligation, regulatory requirement, programmatic Standard Operating Procedure (SOP), Participant health or well-being placement of danger. CAPs must include a statement of finding, statement of agreement or disagreement with the finding, corrective actions, and corrective action implementation dates. (See Section 2.6.6.1.)
36	Core Service Agencies	CSA	Core Service Agencies (CSAs) are the local mental health authorities responsible for planning, managing, and monitoring public mental health services at the local level. CSAs exist under the authority of the Secretary of the Maryland Department of Health and also are agents of the county government, which approve their organizational structure. (See https://health.maryland.gov/bha/Pages/Core-Service-Agencies-Resources.aspx .)

#	Term	Abbreviation	Definition
37	Dashboard	–	A data visualization tool that consolidates and shows the current and historical statistics of Public Behavioral Health Services (PBHS) metrics and key performance indicators (KPIs)/service-level agreements (SLA) in the form of charts, graphs, and other easy-to-read images on one screen.
38	Data Breach	–	The unauthorized acquisition, use, modification or disclosure of State data or other Sensitive Data.
39	Defect	–	Any System deficiency (e.g., bug) resulting in a condition whereby the BHASO System or any ancillary system fails to operate in accordance with MDH requirements.
40	Deliverable	–	A contractually obligated work product created/service performed by the Contractor that is either submitted to or, in some way, measured by the State, often within a predetermined timeline and in alignment with the scope of this solicitation.
41	Deliverable Expectation Document	DED	A contractually required written document that describes the format, intent, structure, and content of any Deliverable whose submission is to precede the commencement of work thereon.
42	Department	–	The Maryland Department of Health (MDH).
43	Design, Development, and Implementation	DDI	A commonly used Information Technology (IT) term that, for this RFP, is synonymous with the Implementation Phase, as contained in Sections 2.4.1 and 3.1 .
44	Eligible / Eligibility	–	An individual who is actively enrolled as a full benefit Medicaid Participant and meets the criteria set forth in Transmittal PT 19-13. Active enrollment as a full benefit Medicaid Participant is determined either through an Eligibility Verification System (EVS) or a Medicaid Management Information System (MMIS) Screen 1. An Eligible Participant may be provided with BH services as described in this RFP and the resulting Contract. This meaning of Eligible is applied when the word Eligible is capitalized.
45	eMaryland Marketplace Advantage	eMMA	Maryland’s online procurement platform used to connect the vendor community with contracting opportunities from State, county, and local government entities available online.

#	Term	Abbreviation	Definition
46	Enhancement	–	A modification deemed necessary by MDH to, in some way, alter the existing System in order to bring about a necessary change in operations that falls within the scope of contractual requirements, most of which will not result in additional cost to the State.
47	Fee-for-Service	FFS	This is both a category of enrollment and a category of service. Participants who are not enrolled in a Managed Care Organization (MCO) or who receive services through a “carved out” benefit are said to be Fee-for-Service.
48	Financial Accuracy Rate		Measure of ratio of dollars paid accurately to dollars paid, based on all claims audited in the audit period.
49	First-Call Resolution	–	A call for which issues are considered completely resolved in a singular call instance.
50	Fraud	–	Medicaid rules define Fraud as “knowingly or willfully executing, or attempting to execute, a scheme or artifice to defraud any healthcare benefit program or to obtain—by means of false or fraudulent pretenses, representations, or promises—any of the money or property owned by, or under the custody or control of, any healthcare benefit program.”
51	Fraud, Waste, and Abuse	FWA	See individual definitions for Fraud, Waste, and Abuse.
52	Full-time / Full-time Position	–	Contractor Personnel who generally must work 35 or more hours per week exclusively on Contract activities, not counting absences due to sickness, holidays, vacation time or other standard absences granted by the Contractor to its employees. Except for rare situations, Contractor Personnel in Full-time Positions shall not be scheduled or expected to work more than 50 hours per week on either Contract activities or any other Contractor activity.
53	Full-time Equivalent	FTE	An employee or combination of employees who work 40 hours per week.
54	Go-Live Date		The date, as specified in the Notice to Proceed, when the Contractor must begin providing all operational services required by this solicitation.

#	Term	Abbreviation	Definition
55	Good Standing	–	Means (a) that an entity has signed the Medicaid Provider Agreement by which it agrees to abide by all requirements of the Program and that (b) the entity has not violated any significant aspect of its Provider Agreement.
56	Grievance	–	An oral or written complaint filed by or on behalf of an individual—by an Authorized Representative—regarding (a) the Denial of services based on Eligibility or Medical Necessity criteria, (b) an expression of dissatisfaction (other than an organization determination) with any aspect of the operations, activities, or behavior of a Medicaid health plan, or its providers, regardless of whether remedial action is requested, or (c) a complaint about the quality of care received in hospital or other provider settings.
57	Healthcare Common Procedural Coding System	HCPCS	Claims coding system used by Medicare and other health insurance programs to ensure claims are processed in an orderly and consistent manner.
58	Health Insurance Portability and Accountability Act	HIPAA	The federally mandated Privacy Rule of 1996 per Public Law 104-191.
59	Help Desk	–	Department or persons that provide assistance to users regarding information for electronic or computer problems, e.g., portal, ANSI 837 submission and responses
60	Hold Time		The amount of time a caller is muted or placed on hold during a single call, including the initial speed-of-answer wait time and transfers (i.e., handoffs).
61	Hospital	–	Any institution that falls within the jurisdiction of Health-General Article, Title 19, Subtitle 3, Annotated Code of Maryland, and is licensed pursuant to COMAR 10.07.01.
62	Information System	–	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
63	Information Technology	IT	All electronic information-processing hardware and software, including maintenance, telecommunications, and associated consulting services.

#	Term	Abbreviation	Definition
64	International Classification of Diseases	ICD-10	The 10 th addition of the International Classification of Diseases: https://www.cms.gov/Medicare/Coding/ICD10 .
65	Level of Care	LOC	The frequency and/or intensity of medical services provided.
66	Liquidated Damage	LD	Liquidated Damages (LD) are compensation provided by the Contractor, in the form of a credit or monetary payment, to the State for actual or anticipated damages incurred by the State for failure of the Contractor to perform in accordance with the standards set forth in the Contract.
67	Local Addiction Authorities	LAA	Each of Maryland’s twenty-four jurisdictions has a “Local Addictions Authority” that is the designated county or multicounty authority responsible for planning, managing, and monitoring publicly funded substance use disorder services.
68	Local Behavioral Health Authorities	LBHA	The LBHA is comprised of the Core Service Agency (CSA) and Local Addiction Authority (LAA) and is the result of the integration of both of these two entities.
69	Local Time	–	Local Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time even if not expressly designated as such.
70	Managed Care Organization	MCO	A healthcare organization that provides services to Medicaid Participants by contracting with a network of licensed/certified healthcare Providers. Managed Care Organization (MCO) Participants must use Providers that are in-network with their MCO.
71	Manual	–	A role-based, technical document that provides direction and guidance to users of a process, system, procedure, etc. by detailing the process’s, system’s, procedure’s, etc. functional levels and successful usage thereof.
72	Maryland Total Human-services		
73	Medically Necessary / Medical Necessity	–	As stated in COMAR 10.09.36.01 (B.11.(a) – (d)): <i>"Directly related to diagnostic, preventive, curative, palliative, rehabilitative, or ameliorative treatment of an illness, injury, disability, or health condition; Consistent with currently accepted standards of good medical practice; The</i>

#	Term	Abbreviation	Definition
			<i>most cost-efficient service that can be provided without sacrificing effectiveness or access to care; and not primarily for the convenience of the consumer, family, or Provider.”</i>
74	Mental Health / Mental Healthcare	MH	See Behavioral Health/Behavioral Healthcare.
75	Minority Business Enterprise	MBE	Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
76	Maryland Department of Health	MDH	The single State agency designated to administer the Maryland Medical Assistance Program under Title XIX of the Social Security Act, 42 U.S.C. §1396 et seq. and also the single designated agency to assure necessary transportation for recipients to and from Medicaid Providers (42 CFR§431.53(a)).
77	Medicaid Enterprise Systems Modular Transformation Project / Program Management Office	MMT PMO	As described in Section 2.2.6 , an extensive, integrated, phased, multi-year project to modernize and expand the capabilities of Maryland’s Medicaid Management Information System (MMIS).
78	Monthly Charge	–	For purposes of Service-Level Agreement (SLA) credit calculation, Monthly Charges are the charges set forth in Attachment B-2 invoiced during the month of any breach for the given monthly services.
79	Normal State Business Hours	–	Except State-Observed Holidays, Normal State Business Hours are 8:00 a.m.–5:00 p.m., Monday through Friday.
80	Notice to Proceed / Notice-to-Proceed Date	NTP / NTP Date	A written notice from the Procurement Officer that work under the Contract, project, or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
81	Participant	–	An individual who is certified as meeting the criteria for and is receiving Maryland Medicaid benefits.

#	Term	Abbreviation	Definition
82	Payment Error Rate Measurement	PERM	A federal audit performed to measure and report the unbiased estimate of the true improper payments in Medicaid and Children’s Health Insurance Program (CHIP), producing error rates for each program.
83	Problem	–	Any situation or issue, including Defect but excluding Enhancement, reported via a Help Desk ticket that is related to System operation/functionality.
84	Program Management Office	PMO	See definition for Medicaid Enterprise Services Modular Transformation.
85	Proper Invoice	–	A Proper Invoice, required as payment documentation, means a bill, written document, or electronic transmission, readable by the Department, provided by the Contractor requesting an amount that is due and payable by law under the written Contract for services rendered that meet the requirements of the Contract and must include the following information without error: 1) the Contractor’s federal employer’s identification number or Social Security number; 2) the Contract number; and 3) any documentation required by regulation or the Contract. Payment includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03. Additionally, regarding a Proper Invoice, “late payment” means any amount that is due and payable by law under the written Contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
86	Provider	–	An individual, association, partnership, corporation, unincorporated group, or any other person authorized, licensed, or certified to provide Behavioral Health (BH) services for Medical Assistance Participants and who, through appropriate agreement (see COMAR 10.09.36) with the Department, has been identified as a Maryland Medicaid Provider by the issuance of an individual account number or who has otherwise been licensed under the State’s 10.63 regulations.
87	Public Behavioral Health System	PBHS	Behavioral Health service array covered through Medicaid and State funds.
88	Registered Behavior Technician	RBT	A specific, qualified ABA provider type (see Section 2.4.2.4.3(J)(2)).

#	Term	Abbreviation	Definition
89	Repeat Call	–	When a caller contacts the Engagement Center more than once in an effort to resolve the same issue.
90	Request for Proposals	RFP	This solicitation, MDH-OCMP-23-19761, intended to result in the pursuant Contract.
91	Response Time		The amount of time it takes for the automated call distribution (ACD) system to pick up a call (i.e., caller to be met by ACD system).
92	Routine Maintenance	–	All requisite Information Technology (IT)-related work performed to keep the BHASO System operational and functional in order to meet the needs of the required services as described in this RFP at no additional cost to State, e.g., fee schedules, edit disposition parameter changes, and System table new values/change additions.
93	Security Incident	–	A violation or imminent threat of violation of computer security policies, acceptable use policies, or standard computer security practices.” Also, see “Incident” as defined in accordance with NIST SP 800-53 .
94	Security Operation Center	SOC	See Section 3.9 , “SOC 2 Type 2 Audit Report.”
95	Single Case Agreement	SCA	The ability to apply negotiated agreements for specific services including the ability to override rates, limits, provider participation rules or funding.
96	Solution	–	All services, Deliverables, software, and activities necessary to fully deliver and support the RFP scope of work (SOW). This definition of Solution includes all System Documentation developed as a result of the Contract. Also included are all Upgrades, patches, break/fix activities, Enhancements, and general maintenance and support of the Solution and its infrastructure.
97	Source Code	–	Executable instructions for software in its high-level, human-readable form, which are in turn interpreted, parsed, and/or compiled to be executed as part of a computing system.

#	Term	Abbreviation	Definition
98	Specialized Services Personnel	–	The required non-Key Personnel positions, as described in Section 3.10.2 of this RFP, that are integral to the successful delivery of contractual services and that the Contractor must employ and retain throughout the operational period of the Contract.
99	Speed of Answer		The amount of time a caller spends in queue, after being met by the ACD system, waiting to speak to a live call representative beginning from the time the caller is initially routed until the time the caller is met by a live call representative.
100	Stakeholder	–	Individuals receiving or organizations providing healthcare services with an interest in or who are impacted by quality measures. Examples of Stakeholders include patients, caregivers, clinicians, measure developers, and healthcare Facility Representatives.
101	State	–	The State of Maryland.
102	State Fiscal Year	SFY	The 12-month period beginning on July 1 of one (1) Calendar Year and running until June 30 of the next Calendar Year.
103	State-Observed Holiday	–	<p>State-Observed Holidays, which can be found at dbm.maryland.gov (keyword: “State Holidays”), are as follows:</p> <ul style="list-style-type: none"> • New Year’s Day • Birthday of Martin Luther King, Jr. • Presidents’ Day • Memorial Day • Juneteenth • Independence Day • Labor Day • Columbus/Indigenous Persons Day • General Election Day (every other year) • Veterans Day • Thanksgiving Day

#	Term	Abbreviation	Definition
			<ul style="list-style-type: none"> American Indian Heritage Day (day after Thanksgiving) Christmas Day <p>When a State holiday occurs on a Saturday or Sunday, the holiday is observed on the Friday before or the Monday after the actual holiday, respectively.</p>
104	Subject Matter Expert	SME	An essential intelligence professional within a business/industry who has highly specialized knowledge of a specific task, procedure, department, operation, technology, system, material, or equipment.
105	Substance Abuse Disorder	SUD	A maladaptive pattern of substance use leading to clinically significant impairment or distress and manifested by recurrent and significant adverse consequences related to the repeated use of substances.
106	System	–	Any or all software, applications, technological components, and ancillary Information Technology (IT) functions required of the Contractor as written in this RFP. Sometimes referred to as the Contractor’s System or BHASO System.
107	System Availability	–	The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.
108	System Documentation	–	<p>Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution, including but not limited to:</p> <ul style="list-style-type: none"> a) Source Code – This includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract. b) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality. c) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system. d) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.

#	Term	Abbreviation	Definition
			<p>e) A complete list of Third Party Software, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).</p> <p>f) All associated user instructions and/or training materials for business users and technical staff, including maintenance Manuals, administrative guides and user how-to guides.</p> <p>g) Operating procedures.</p>
109	Third Party Software	–	<p>Third Party Software means software and supporting documentation that:</p> <p>a) Are owned by a third party, not by the State, the Contractor, or a subcontractor.</p> <p>b) Are include in, or necessary or helpful to the operation, maintenance, support, or modification of the solution.</p> <p>c) Are specifically identified and listed as Third Party Software in the Proposal.</p>
110	Upgrade	–	A new release of any component of the System containing major new features, functionality, and/or performance improvements.
111	Veteran-owned Small Business Enterprise	VSBE	A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
112	Warm Transfer	–	When a caller is transferred to a different live agent throughout the duration of a single call whereby the engaged live agent, in some manner, prepares the assuming live agent with all relevant call information before handoff completion to increase call resolution efficiency and ameliorate redundancy and caller dissatisfaction.
113	Waste	–	Medicaid rules define Waste as “practices that, directly or indirectly, result in unnecessary costs to the Medicare or Medicaid Program, such as overusing services, and is generally not considered to be caused by criminally negligent actions but rather by the misuse of resources.”
114	Work Order	–	A subset of work authorized by the Contract Monitor performed under the general scope of this RFP (e.g., for future application integrations), which is defined in advance of Contractor

#	Term	Abbreviation	Definition
			fulfillment, and which may not require Contract modification. Except as otherwise provided, any reference to the Contract shall be deemed to included reference to a Work Order.

Appendix 2. Offeror Information Sheet

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf.

Appendix 3. Recipient Eligibility File Layout

DEMOGRAPHIC INFORMATION

Element Name	Size
TRANSACTION_CODE	1
ORIGINAL_RECIP_ID	11
RECIP_SS_NM	9
RECIP_LAST_NAME	20
RECIP_FIRST_NAME	15
RECIP_MIDDLE_INIT	1
RECIP_NAME_SUFFIX	4
RECIP_PHONE_NUM	10
RECIP_DT_OF_BIRTH	DATE 10
RECIP_DT_OF_DEATH	DATE 10
RECIP_ADDR_LINE_1	22
RECIP_ADDR_LINE_2	22
RECIP_COUNTY	2
RECIP_STATE	2
RECIP_ZIP_PLUS_4	9
RECIP_RACE_CD	1
MEDICARE_ID_NM	12
EPSDT_IND	1
RECIP_SEX_CD	1
TPL_IND	2
RECIP_INSURANCE_CD	2
REC_DATE_OF_ENTRY	DATE 10
RECIP_ID_NUM	11
BUY_IN_IND	1
DUP_CARD_CODE	1
CITIZEN_VERIFY	1
IDENTITY_VERIFY	1
REDET_DATE	DATE 10
RECIP_CITY	18
HOH_NAME	25
HOH_CASE	9
FILLER	46

ELIGIBILITY

Element Name	Size
TRANSACTION_CODE	1
ORIGINAL_RECIP_ID	11
COVERAGE_GROUP	3
BEGIN_DATE	DATE 10
END_DATE	DATE 10
SPLIT_BILL_AMT	7V2
PARTICIPATION_IND	3
PROVIDER_NUMBER_1	9
PROVIDER_NUMBER_2	9
COVERAGE_TYPE	1
FILLER	15

ID LINK

Element Name	Size
TRANSACTION_CODE	1
ORIGINAL_RECIP_ID	11
MAID	11
ID_BEGIN_DATE	DATE 10
ID_END_DATE	DATE 10
FILLER	25

BUY-IN (HCFA) DATA

Element Name	Size
TRANSACTION_CODE	1
ORIGINAL_RECIP_ID	11
CMS_PART_IND	1
CMS_BEGIN_DATE	DATE 10
CMS_END_DATE	DATE 10
FILLER	25

NURSING HOME DATA

Element Name	Size
TRANSACTION_CODE	1
ORIGINAL_RECIP_ID	11
NH_BEG_DATE	DATE 8
NH_END_DATE	DATE 8
NH_SHARE_AMT	5V2
RECIP_BED_RESRV	1
NH_TYPE	1
RECIP_OASDI_AMT	5V2
NH_PROV_NUM	9
NH_TERM_CD	1
LTC_DISCH_DT	8

TPL CARRIER

Element Name	Size
TRANSACTION_CODE	1
CARRIER_CD	6
INS_CO_NAME	25
ADDRESS_LINE_1	25
ADDRESS_LINE_2	25
CITY	18
STATE	2
ZIP+4	9
PHONE_NUM	10
FILLER	25

TPL RECIPIENT (sent but should not be processed)

Element Name	Size
TRANSACTION_CODE	1
ORIGINAL_RECIP_ID	11
CARRIER_CD	6
TPL_POLICY_NM	15
GROUP_NM	15
TPL_BEGIN_DATE	DATE 10
TPL_END_DATE	DATE 10
TPL_TYPE_COV	1
FILLER	24

Appendix 4. Supplemental Third-Party Liability Extract Layout

The full, daily file below replaces the TPL RECIPIENT file in [Appendix 3](#).

Field Name	Length	Data Type
ORIGINAL RECIPIENT ID	11	Numeric
CARRIER CD	06	Alpha-Numeric
TPL POLICY NM	15	Alpha-Numeric
TPL GROUP NM	15	Alpha-Numeric
RECIPIENT FIRST NAME	15	Alpha-Numeric
RECIPIENT LAST NAME	20	Alpha-Numeric
TPL TYPE COVERAGE	25	Alpha-Numeric
TPL INS CO NAME	25	Alpha-Numeric
TPL BEG DT	10	Date
TPL END DT	10	Date

Appendix 5. Provider File Layout

The following layout represents the Department's current Provider file exchange with Maryland's incumbent BHASO contractor.

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
ASO-PROVIDER-REC			1	848	848
5 PROVIDER-NAME	X(35)	1	1	35	35
5 PROVIDER-SORT-NAME	X(35)	2	36	70	35
5 PROVIDER-SPEC-CODES(1) OCCURS 6 TIMES					
10 PROVIDER-SPEC-CODE(1)	GROUP	3	71	73	3
10 PROVIDER-SPEC-CODE(1)	999	4	71	73	3
5 PROVIDER-TYPE	XX	5	89	90	2
5 PROVIDER-MA-NUMBER	GROUP	6	91	99	9
10 PROVIDER-MA-BASE-NUM	9(7)	7	91	97	7
10 PROVIDER-MA-LOCATION	99	8	98	99	2
5 PROVIDER-SSN	9(9)	9	100	108	9
5 PROVIDER-FEIN	9(9)	10	109	117	9
5 PROVIDER-LICENSE-NUM	X(9)	11	118	126	9
5 PROVIDER-ADDR-LN-1	X(28)	12	127	154	28
5 PROVIDER-ADDR-LN-2	X(28)	13	155	182	28
5 PROVIDER-CITY	X(18)	14	183	200	18
5 PROVIDER-STATE	XX	15	201	202	2
5 PROVIDER-ZIP	9(9)	16	203	211	9
5 PROVIDER-COUNTY	99	17	212	213	2
5 PROVIDER-TELEPHONE	9(10)	18	214	223	10
5 PROVIDER-TYPE-PRACTICE	XX	19	224	225	2
5 PROVIDER-ENR-STATUS(1) OCCURS 5 TIMES					
10 PROVIDER-ENR-STAT-CODE(1)	GROUP	20	226	237	12
10 PROVIDER-ENR-STAT-CODE(1)	XX	21	226	227	2
10 PROVIDER-ENR-STAT-DATE(1)	X(10)	22	228	237	10
5 PROVIDER-CAT-SVC-DATA(1) OCCURS 10 TIMES					
10 PROVIDER-BGN-SVC-DATE(1)	GROUP	23	286	321	36
10 PROVIDER-BGN-SVC-DATE(1)	X(10)	24	286	295	10
10 PROVIDER-END-SVC-DATE(1)	X(10)	25	296	305	10
10 PROVIDER-COS-CODES(1)	GROUP	26	306	321	16
15 PROVIDER-COS-CODES(1,1) OCCURS 8 TIMES					
20 PROVIDER-COS(1,1)	GROUP	27	306	307	2
20 PROVIDER-COS(1,1)	XX	28	306	307	2
5 PROVIDER-LIC-EXP-DT	X(10)	29	646	655	10
5 PROVIDER-ADDR2-LN-1	X(28)	30	656	683	28
5 PROVIDER-ADDR2-LN-2	X(28)	31	684	711	28
5 PROVIDER-ADDR2-CITY	X(18)	32	712	729	18
5 PROVIDER-ADDR2-STATE	XX	33	730	731	2
5 PROVIDER-ADDR2-ZIP	9(9)	34	732	740	9
5 PROVIDER-ADDR3-LN-1	X(28)	35	741	768	28
5 PROVIDER-ADDR3-LN-2	X(28)	36	769	796	28
5 PROVIDER-ADDR3-CITY	X(18)	37	797	814	18
5 PROVIDER-ADDR3-STATE	XX	38	815	816	2
5 PROVIDER-ADDR3-ZIP	9(9)	39	817	825	9
5 PROVIDER-ADDR-REMIT-IND	9	40	826	826	1
5 PROVIDER-ADDR-CHECK-IND	9	41	827	827	1
5 PROVIDER-ADDR-CORRES-IND	9	42	828	828	1
5 PROVIDER-NPI-N	X(10)	43	829	838	10
5 PROVIDER-TAXONOMY	X(10)	44	839	848	10

Appendix 6. Extended Provider File Layout

The following layout represents the Department’s current extended Provider file data fields with Maryland’s incumbent BHASO contractor, which contains the “hold” codes required for this exchange.

FIELD LEVEL/NAME	PICTURE	FLD	START	END	LENGTH
OPTUM-PROVIDER-REC			1	3373	3373
5 PROVIDER-MA-NUMBER	GROUP	1	1	9	9
10 PROVIDER-MA-BASE-NUM	9(7)	2	1	7	7
10 PROVIDER-MA-LOCATION	99	3	8	9	2
5 PROVIDER-GROUP-DATA(1) OCCURS 32 TIMES					
	GROUP	4	10	38	29
10 PROVIDER-MEMBER-NM(1)	X(9)	5	10	18	9
10 PROVIDER-G-BEG-DT(1)	X(10)	6	19	28	10
10 PROVIDER-G-END-DT(1)	X(10)	7	29	38	10
5 PROVIDER-REMARKS	X(70)	8	938	1007	70
5 PROVIDER-HLDREV-DATA(1) OCCURS 6 TIMES					
	GROUP	9	1008	1040	33
10 PROVIDER-HOLD-REV-BEG-DT(1)	X(10)	10	1008	1017	10
10 PROVIDER-HOLD-REV-END-DT(1)	X(10)	11	1018	1027	10
10 PROVIDER-HOLD-REV-RNG-TYPE(1)	X	12	1028	1028	1
10 PROVIDER-HOLD-REV-RNG-LOW(1)	X(6)	13	1029	1034	6
10 PROVIDER-HOLD-REV-RNG-HI(1)	X(6)	14	1035	1040	6
5 PROVIDER-CHARGE-DATA(1) OCCURS 36 TIMES					
	GROUP	15	1206	1235	30
10 PROVIDER-RATE-EFF-DATE(1)	X(10)	16	1206	1215	10
10 PROVIDER-RATE-END-DATE(1)	X(10)	17	1216	1225	10
10 PROVIDER-CHARGE-MODE(1)	X	18	1226	1226	1
10 PROVIDER-CHARGE-FACTOR(1)	9(5)V9(4)	19	1227	1235	9
5 PROVIDER-MEMBER-DATA(1) OCCURS 32 TIMES					
	GROUP	20	2286	2319	34
10 PROVIDER-MEMBER-BASE-NM(1)	9(7)	21	2286	2292	7
10 PROVIDER-MEMBER-LOCATION(1)	99	22	2293	2294	2
10 PROVIDER-MEMBER-BEG-DT(1)	X(10)	23	2295	2304	10
10 PROVIDER-MEMBER-END-DT(1)	X(10)	24	2305	2314	10
10 PROVIDER-ENROL-STAT-CODE-MEM(1)	XX	25	2315	2316	2
10 PROVIDER-SPEC-CODE-MEM(1)	999	26	2317	2319	3

Appendix 7. Description of Labor Categories for Future MMT-Related Activities

The labor categories identified below are the ones listed on the **Financial Proposal Form** ([Attachment B-2](#)) pertaining to possible future Work Order activities. Offerors must be capable of providing personnel meeting the minimum requirements for all the labor categories listed. Offerors shall follow the instruction in [Attachment B](#) to submit a **Financial Proposal Form** that provides labor rates for all labor categories.

Education and experience described below in the labor categories constitute the minimum requirements for candidates performing System enhancement and MMT-related Work Orders under this RFP. All experience required must have occurred within the most recent ten (10) years.

Resumes for resources shall be provided in response to Work Orders issued for future System enhancement or MMT-related activities, which are governed by the Work Order process described in [Section 3.14](#). Offerors must explain in a Staffing Management Plan (see [Section 5.3.2\(H\)\(Tab G\)](#)) how they are capable of providing the labor categories listed below. Offerors shall submit a **Financial Proposal Form** ([Attachment B-2](#)) that provides labor rates for the following labor categories for the indicated years of the Contract.

A. Project Manager

- 1) **Duties:** The Project Manager is assigned the management of a specific project and the work performed under assigned Work Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between the Department and the Contractor. Is responsible for ensuring that work performed under WOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.
- 2) **Education:** Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. master's degree or project management certification is preferred.
- 3) **General Experience:** At least five (5) years of experience in project management.
- 4) **Specialized Experience:** At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three (3) successful projects that were delivered on time and on budget.

B. Business Analyst

- 1) **Duties:** Develops requirements for Information Systems from a project's inception to conclusion. Develops required specifications for simple to moderately complex systems.
- 2) **Education:** Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related

scientific or technical discipline or three (3) years of equivalent experience in a related field.

- 3) **General Experience:** Must have three (3) years of computer experience in assignments of a technical nature working under close supervision and direction.
- 4) **Specialized Experience:** At least one (1) year of experience in analyzing and programming applications on large-scale or mid-tier computers (or LAN-based) with a minimum of one (1) year of design and programming of moderately complex IT systems.

C. Engineer, Data

- 1) **Duties:** Must be able to perform design of Information Systems, including the design of the application architecture, database, and interfaces. Responsible for gathering and analyzing user requirements and translating them into system designs.
- 2) **Education:** Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A master's Degree is preferred.
- 3) **General Experience:** Must have six (6) years of experience planning, designing, building, and implementing IT systems. Familiar with Capability Maturity Model compliant structured methodology.
- 4) **Specialized Experience:** At least four (4) years of experience analyzing user requirements and translating them into system designs using various design tools and techniques. Demonstrated ability to develop and execute system designs, ensure implementation of repeatable processes, and ensure compliance with Capability Maturity Model (CMM) methodology.

D. Quality Assurance Specialist

- 1) **Duties:** Must be able to determine the resources required for quality control. Must be able to maintain the level of quality throughout the software life cycle. Develops software quality assurance plans. Must be capable of maintaining and establishing a process for evaluating software and associated documentation. Participates in formal and informal reviews at predetermined points throughout the development life cycle to determine quality. Examines and evaluates the software quality assurance (SQA) process and recommends enhancements and modifications. Develops quality standards.
- 2) **Education:** Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.
- 3) **General Experience:** Must have five (5) years of experience working with quality control methods and tools.
- 4) **Specialized Experience:** At least three (3) years of experience in verification and validation, software testing and integration, software metrics, and their application to software quality assessment, and a demonstrated knowledge of system and project life cycles.

E. Technical Writer/Editor

- 1) **Duties:** Assists in collecting and organizing information for preparation of user Manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user Manuals, special reports, or any other customer Deliverables and documents. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. For applications built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation. Assists in performing financial and administrative functions. Must demonstrate the ability to work independently or under only general direction.
- 2) **Education:** Associate degree in related field. A bachelor's degree is preferred.
- 3) **General Experience:** A minimum of five (5) years of experience in this area.
- 4) **Specialized Experience:** At least two (2) years of experience in preparing and editing documents, including technical documents. Also includes researching for applicable standards.

F. Testing Specialist

- 1) **Duties:** Must be capable of designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations. Must be able to prepare test scripts and all required test documentation. Must be able to design and prepare all needed test data. Analyzes internal security within systems. Reviews test results and evaluates for conformance to design.
- 2) **Education:** Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A master's degree is preferred.
- 3) **General Experience:** Must have four (4) years of experience in computer software development.
- 4) **Specialized Experience:** At least two (2) years of software testing experience (integration and acceptance).

G. Analyst, Computer Software/Integration (Senior)

- 1) **Duties:** Must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Must be knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting. Must be able to present system designs for user approval at formal reviews. Must be capable of performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results. Must be knowledgeable in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.

- 2) **Education:** Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A master's degree is preferred.
- 3) **General Experience:** Must have eight (8) years of progressive working experience as a computer specialist or a computer systems analyst.
- 4) **Specialized Experience:** At least five (5) years of experience as a Computer Systems Analysts

H. Data Integration Specialist

- 1) **Duties:** Must be knowledgeable in implementing interfaces for computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Must be knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting. Must be able to provide solutions to identified software problem reports.
- 2) **Education:** Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.
- 3) **General Experience:** Must have five (5) years of progressive working experience as a computer specialist or a computer systems analyst.
- 4) **Specialized Experience:** At least two (2) years of experience as a Data Integration Specialist

I. Development Specialist

- 1) **Duties:** Must be capable of utilizing third- and fourth-generation or current state-of-the-art IT equipment and languages to develop and prepare diagrammatic plans for solution of business, management, communications, and strategic problems. Must be able to design detailed programs, flowcharts, and diagrams showing mathematical computations and sequence of machine operations necessary to copy and process data and print results. Must be able to verify the accuracy and completeness of programs and systems by preparing sample representative data and performing testing by means of cycle and system processing.
- 2) **Education:** Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A master's Degree is preferred.
- 3) **General Experience:** Must have eight (8) years of programming experience in software development or maintenance.
- 4) **Specialized Experience:** At least five (5) years of experience in IT systems analysis and programming.

Appendix 8. Potential HIPAA Violation Email Notification Template

The language below (“BHASO Potential HIPAA Violation Email Notification Template”) serves as an example of what the potential security violation/actual breach notification delivery communication should look like when submitting to the Department. The Contractor shall use the template below when notifying the Department of any potential security violations or actual breaches.

To Recipients: ramiek.james@maryland.gov, matthew.otwell@maryland.gov

CC Recipients: Feyella.toney@maryland.gov, terry.fahey@maryland.gov

Email Subject Line: Potential HIPAA Violation/Breach – [Vendor Name]: [Solution/System/Platform Name]

Ramiiek and Matt – Through this email, we are notifying the Maryland Department of Health of a potential HIPAA violation that has been reported to [vendor name]. Please consider this email the initial communication on this matter. The details of the incident as reported are as follows:

Section to be completed by Vendor

Vendor Initial Report/Assessment of Incident	
What occurred?	
When did it occur?	
How did it occur?	
How was it discovered/reported?	
Number of impacted members/providers/other	
Type(s) of PHI compromised*	
Incident resolved on first contact?	<p>Yes – [insert reason why you believe the incident can be closed and no further action required]</p> <p>No – Create internal tracking number and reference here</p>

Please note: Do not append any PHI/PII to the delivery of this communication.

Section to be completed by MDH P&S Officer

MDH Privacy & Security Office Review	
MDH Privacy & Security Officer or delegate name:	
Date reviewed:	MM/DD/YYYY
Agreement to close if requested above?	
If “No,” additional information requested from vendor?	
Date approved to close	

Choose the paragraph that fits best and modify to meet your needs. Delete this line and paragraph not used from the email.

“Based on the initial assessment and severity of the incident, [vendor name] requests that this incident be approved for closure with no further action.”

“Based on the initial assessment and severity of the incident, [vendor name] has created an internal incident tracking number, noted above. The 15-day clock has started for our internal review on the incident. [Vendor name] will perform a thorough root-cause analysis and propose a corrective action plan within the 15-day analysis period. If [vendor name] feels we need to discuss this matter at any time during the analysis period, we will contact the MDH Privacy & Security Office to request a meeting.

If at any time you have any questions or would like an update on the status of our analysis, please feel free to contact me via email or phone using the information provided below.”

Thank you for your attention to the matter.

[signature line here]*Signature/Seal*