



STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH (MDH)
REQUEST FOR PROPOSALS (RFP)
MARYLAND MEDICAID DENTAL BENEFITS
ADMINISTRATOR
RFP NUMBER MDH/OCMP 23-19707

ISSUE DATE: AUGUST 31, 2022

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMMA) <https://emaryland.eMMA.com/bso/> should register on eMMA. 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: Maryland Medicaid Dental Benefits Administrator
Solicitation No: MDH/OCMP 23-19707

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 period 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 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: _____

E-mail Address: _____

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

Request for Proposals	Services - Maryland Medicaid Dental Benefits Administrator
Solicitation Number:	MDH/OCMP 23-19707
RFP Issue Date:	August 31, 2022
RFP Issuing Office:	Maryland Department of Health (MDH) or “the Department”
Procurement Officer: e-mail:	Calvin T. Johnson 201 W. Preston Street, Baltimore, MD 21201 MDH.solicitationquestions@maryland.gov
Proposals are to be sent electronically to:	Calvin T. Johnson Submit Via eMMA ONLY Directions https://procurement.maryland.gov/wp-content/uploads/sites/12/2021/01/5-eMMA-ORG-Responding-to-Solicitations-Double-EnvelopeRFP.pdf
Pre-Proposal Conference:	September 20, 2022, at 11 a.m. Local Time, virtually See Attachment A for directions and instructions.
Questions Due Date and Time	November 15, 2022 2 PM Local Time
Proposal Due (Closing) Date and Time:	Monday, November 22, 2022 2PM 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:	20%
VSBE SubContracting Goal:	0.5%
Contract Type:	Indefinite Quantity (Operations and Maintenance Phase) with Firm Fixed Price (Design Development and Implementation Phase) and Fixed Price Indefinite Quantity Work Orders
Contract Duration:	Implementation Period as proposed by Offeror followed by a two (2) year base Operation and Maintenance period and three (3) one-year option periods.
Primary Place of Performance:	As proposed by Offeror
SBR Designation:	No
Federal Funding:	Yes

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

To be considered reasonably susceptible for award, the Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met, within the last five (5) years:

- 1.1.1** The Offeror must have experience as a Dental Benefits Administrator (DBA) managing a comprehensive Dental Program with a minimum of 700,000 participants, financed by Medicaid (State and Federal funds).

Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal three (3) or more references that are collectively able to attest to the Offeror's experience with managing a comprehensive Dental Program for Medicaid-eligible individuals.

1.1.2 Manner of Proof Submission

Evidence that Minimum Qualifications have been satisfied should be provided as Tab D (see [Section 5.3.2.E](#)), and references should include the information required under Tab H (see [Section 5.3.2.I](#)).

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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 obtain a Dental Benefits Administrator (DBA) or Dental Administrative Services Organization (DASO) who has the technical, professional, and managerial capabilities to administer the dental benefits for eligible Medicaid participants.
- 2.1.2 It is the State’s intention to obtain goods and services, as specified in this RFP, from a Contract 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 RFP [Section 4.9](#) 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) shall remain responsible for Contract performance regardless of participation in the work.
- 2.1.5 The State does not wish to procure a DASO system that is still under development. The software utilized in the solution shall be operational (e.g., not under development) and available by the due date of the Proposal except for all of the required customization of Maryland specific functionality.

2.2 Background and Purpose

2.2.1 DBA System Background and Purpose

- 2.2.1.1 Maryland's population for FY 2021 is approximately 6.06 million. Of that population, Maryland Medicaid covers approximately 1.6 million individuals under Medicaid and Children’s Health Insurance Program (CHIP). Currently, approximately 1,500,000 Marylanders are eligible to receive dental benefits under the Maryland Healthy Smiles Dental Program (MHSDP). Populations covered under the MHSDP are children under the age of 21, pregnant women through their postpartum period, Rare and Expensive Case Management (REM) adults, former foster care individuals under the age of 26, and adults between the ages of 21 and 64 who are dually eligible for Medicaid and Medicare.
- 2.2.1.2 In addition, House Bill 6 Chapter 302 (HB0006 CH0302) passed in the Maryland Legislature requiring that the Maryland Medical Assistance Program, beginning January 1, 2023, and subject to certain limitations, to provide dental services, including diagnostic, preventive, restorative, and periodontal services, for adults whose annual household income is at or below 133 percent of the federal poverty level; and repealing certain provisions of law requiring the implementation of a pilot program to provide limited dental coverage to adult recipients under the Program. The services provided under the Contract will play a crucial role in ensuring the continuation of providing quality services to this MHSDP population.

2.2.2 Medicaid Enterprise Systems Modular Transformation (MMT) Background and Purpose

- 2.2.2.1 The Medicaid Enterprise Systems Modular Transformation (“MMT” or “MMT Program” or “Medicaid Enterprise”) is a program that works to completely redesign and modernize the current Maryland Medicaid Management Information System (MMIS) to address current operational needs with a focus on

strengthening Maryland Medicaid program integrity and improving customer service. The program monitors and controls scope, time, quality, and cost, along with providing structure, organization, monitoring, and reporting on each MMT modernization project. Additionally, the program provides oversight of the Medicaid Information Technology Architecture (MITA) reviews and maintains a master program schedule of all MMT Program initiatives.

- 2.2.2.2 The primary objective of the MMT Program is to achieve better health outcomes by integrating solutions and services that align with the Centers for Medicare and Medicaid Services (CMS) standards and conditions.
- 2.2.2.3 The MMT is comprised of organizational redesign, Business Process Improvement (BPI), and Organizational Change Management (OCM) activities.
- 2.2.2.4 [Appendix 10](#) outlines the MMT governance structure, in which the awarded Contractor shall be incorporated, as the DBA/ASO service provider.

2.2.3 Other State Responsibilities

The State is responsible for providing the required information, documentation, and test data to facilitate the Contractor's performance of the work and will provide such additional assistance and services as is specifically set forth in this RFP.

2.3 Responsibilities and Tasks

2.3.1 Controlling Federal and State References

The Contractor shall comply with all applicable Federal and State laws, regulations, and waivers, including but not limited to:

- A. Title XIX of the Social Security Act ("Medical Assistance Program") §1901-1935, 42 U.S.C. §1396-1396v and concomitant federal regulations;
- B. Title XXI of the Social Security Act ("State Children's Health Insurance Program"), §2101-2113, 42 U.S.C §1397aa-1397mm and concomitant federal regulations;
- C. Title XVIII of the Social Security Act ("Medicare") §1801-1899B, 42 U.S.C. §1395-1395ccc and concomitant Federal regulations;
- D. Maryland's HealthChoice Waiver and other Waivers (Maryland Medicaid Programs and Waivers);
- E. Health-General Article, § 15-101 et seq., Annotated Code of Maryland;
- F. Americans with Disability Act of 1990, 42 U.S.C. §12101- 12213;
- G. Health Insurance Portability and Accountability Act (HIPAA) of 1996;
- H. Section 1557 of the Affordable Care Act; and
 - I. Code of Maryland Regulations (COMAR) 10.09.05 (Dental Services) and COMAR 10.44 (Board of Dental Examiners).
 - J. MDH Data Office Solicitations and Contracts Inclusions (see [Appendix 11](#))

2.3.2 Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. The Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the Contractor to ensure adherence to, and to remain abreast of, new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>;
- B. The State of Maryland Information Technology Security Policy and Standards at: <http://www.DoIT.maryland.gov - keyword: Security Policy>;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. The State of Maryland Information Technology Project Oversight at: <https://doit.maryland.gov/epmo/Pages/MITDP/oversight.aspx>;
- E. Minimum Acceptable Risk Standards for Exchanges (MARS-E 2.0) which can be found at: <https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/3-MARS-E-v2-0-Catalog-of-Security-and-Privacy-Controls-11102015.pdf>;
- F. Framework for the Independent Third-Party Security and Privacy Assessment Guidelines for Medicaid Enterprise Systems link can be found at: <https://www.medicaid.gov/medicaid/data-systems/certification/streamlined-modular-certification/index.html>; and
- G. Project management methodologies consistent with the most recent edition of the Project Management Institute's Project Management Body of Knowledge (PMBOK) Guide link can be found at: <https://www.pmi.org/pmbok-guide-standards/foundational/PMBOK>.

2.3.3 Introduction to DASO Functional Requirements

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

A. PHASE 1: DASO Implementation Phase ([Section 2.4.1](#))

The DASO 'Implementation Phase' occurs from the Notice to Proceed (NTP) date through the Go-Live determination.

B. PHASE 2: DASO Operations and Maintenance Phase ([Section 2.4.2](#))

The 'DASO Operations and Maintenance Phase' occurs from the Go-Live Date through Contract termination.

C. PHASE 3: DASO End of Contract Transition Phase ([Section 2.4.3](#))

The 'DASO End of Contract Transition Phase' occurs six (6) months prior to the Contract termination date.

D. PHASE 4: DASO Future Activities ([Section 2.4.4](#))

The Department anticipates additional DASO activities to be needed, at the request of MDH.

2.4 DASO Functional Requirements

2.4.1 PHASE 1: DASO Implementation Phase

The DASO ‘Implementation Phase’ consists of all the activities necessary to validate contractual requirements; design a system, or set of systems, to meet the contractual requirements (the “DASO System”); and perform all of the work needed to develop, configure, and implement those system(s). The Contractor shall:

- A. Implement a DASO System, ancillary functionalities, technologies, and any other technical and/or operational infrastructure necessary to operate the Maryland DASO System;
- B. Implement the DASO System and other necessary aspects of the RFP in accordance with the Offeror’s proposed implementation schedule. As part of the Offeror’s technical proposal, Offerors are to propose a total implementation time frame that meets all the requirements of the RFP, see [Section 5.3.2.F\(4\)](#). The Contractor shall implement the DASO System within the approved time frame starting from receipt of the Notice to Proceed (NTP), or as otherwise directed by the Contract Monitor;
- C. Be responsible for obtaining and maintaining an office of operations. Please refer to [Section 2.4.1.6](#) - Site Requirements for details;
- D. Work with the Department and the incumbent Contractor to plan the transition, project activities and milestones, agree upon project timelines, validate project requirements, define quality gates, manage project changes, test requirements, and obtain approval for project Deliverables;
- E. Ensure all call center representatives (“Call Center Representatives”) are trained on the Maryland-specific version of the DASO System prior to the Go-Live Date. Call Center Representatives shall be trained on current desk procedures for any known outstanding issues at the time of Go-Live. Call Center Representatives that respond to inquiries must be trained prior to completion of Provider training so that Providers and Participants can obtain information about the new DASO System prior to statewide implementation;
- F. Develop and submit a project management plan (“Project Management Plan”) (see [Section 2.4.1.2](#)) to effectively manage the DASO System implementation — State approval and acceptance is required;
 1. The draft Project Management Plan shall be submitted to the Contract Monitor 24 hours prior to the kick-off meeting (“Kick-Off Meeting”).
 2. The final Project Management Plan shall be submitted to the State for approval on a timeline proposed by the Contractor, as agreed to by the State.
- G. Ensure the DASO System meets CMS certification requirements for successful implementation;
- H. Conduct a Kick-Off Meeting with MDH. The purpose of the Kick-Off Meeting is to:
 1. Introduce the Contractor’s 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 the project requirements;
 4. Review the major areas of the draft Project Management Plan;

5. Communicate the expectations of MDH staff during the Implementation Phase;
 6. Ask questions to MDH staff to gain clarity on requirements or other aspects of the project;
 7. Answer questions from the MDH staff; and
 8. Request feedback on, and approval of, the draft Project Management Plan prior to submission of a final plan.
- I. Manage the execution of the State-approved Project Management Plan;
 - J. Obtain all necessary sign-offs and approvals for quality gates and Deliverables;
 - K. Have all infrastructure and staff ready to enter operations upon the Department's sign-off and approval for Go-Live;
 - L. Prepare a 'Lesson's Learned Report' at the end of each project phase. The format and content of the Lesson's Learned Report shall be approved by the MMT Project Management Office (PMO); and
 - M. Follow State mandated project management methodologies. See [Section 2.5.1.\(G\)\(3\)\(b\)](#) for applicable project management methodologies and standards.
 - N. As directed by the Department the Contractor shall provide regular data backups in a mutually accessible and accepted format, to a location at the discretion of the Department.

2.4.1.1 Project Management ("Project Management")

The Contractor shall:

- A. Apply the Project Management Body of Knowledge (PMBOK), and other recognized standards, regulations, and industry best practices to minimize project risk and maximize project success;
- B. Apply industry standard Project Management practices, methodologies, techniques, and tools during the Implementation Phase of the DASO System, as well as during the DASO Operations and Maintenance Phase of the Contract;
- C. Develop the actionable Project Management Plan (see [Section 2.4.1.2](#)) to effectively manage the activities associated with implementing the DASO System;
- D. Designate a full-time Project Manager to act as the chief point of contact for all project matters;
- E. Establish a Project Team that will be responsible for supporting project activities, performing project work, and developing project documentation;
- F. 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; and
- G. Adhere to all MMT Program project management guidelines and activities. See [Appendix 10](#) for an MMT Program governance chart. Examples of guidelines and activities include, but are not limited to, status meetings, Deliverable criteria, and involvement with the MMT Independent Verification and Validation (IV&V) vendor. MMT Program guidelines and activities shall be communicated to the Contractor during the Kick-Off Meeting and throughout the life of the Contract.

2.4.1.2 DASO System Project Management Plan

The Contractor shall:

- A. Develop and submit a Project Management Plan that describes how every phase of the project, including Phases 1, 2, 3, and 4 of the project, will be planned, executed, monitored, controlled, and closed. State approval and acceptance of the plan is required;
- B. Ensure that the Project Management Plan is developed through a series of integrated processes and is progressively updated throughout the life of the Contract;
- C. Ensure that the Project Management Plan consists of several detailed subsidiary plans integrated into a single comprehensive body of work. Collectively, this document, including the referenced subsidiary plans (see [Sections 2.4.1.2.1](#) through [2.4.1.2.18](#)) is referred to as the Project Management Plan;
- D. Ensure that changes to the Project Management Plan, and all subsidiary plans, are managed by the change control (“Change Control”) process as detailed in the Change Management Plan (see Section [2.4.1.2.11](#)); and
- E. Include additional plans, if appropriate, and facilitate project success.

Subsidiary Plans (Part of the Project Management Plan)

The following requirements ([Sections 2.4.1.2.1](#) through [2.4.1.2.18](#)) include the subsidiary plans required by the State, at a minimum. The Contractor may include additional plans, if appropriate, to facilitate project success.

2.4.1.2.1 Project Master Schedule

- A. The Contractor shall develop and submit a ‘**Project Master Schedule**’ as part of the overall Project Management Plan. The Project Master Schedule shall be used to monitor the actual progress against the Project Management Plan. State approval and acceptance of the schedule is required.
- B. The Project Master Schedule shall:
 1. Identify all tasks required to complete the project objectives, including task duration, logical relationships, start/finish estimates, and project resources; and
 2. Be provided in a Microsoft Project and shall comply with formatting requirements that shall be communicated to the Contractor by the Department during the Kick-Off Meeting.

2.4.1.2.2 Training Management Plan

- A. The Contractor shall develop a ‘**Training Management Plan**’ as part of the overall Project Management Plan. State approval and acceptance of the plan is required. The Training Management Plan shall be prepared in accordance with MDH provided templates, plans and documentation. The MMT PMO will provide the Contractor with training materials (templates, plans, and documentation) upon Contract award.
- B. The Training Management Plan shall:
 1. Detail how the Contractor will meet all the training requirements outlined in the Scope of Work; and

2. Describe the different types and methodologies of training materials and documentation that will be used for the project.

2.4.1.2.3 Communications Management Plan

- A. The Contractor shall develop a ‘**Communications Management Plan**’ as part of the overall Project Management Plan. State approval and acceptance of the plan is required.
- B. The Communications Management Plan shall:
 1. Detail how the Contractor will meet all the survey and evaluation requirements found in **Section 2.4.2.6.2** to include, but not limited to:
 - a) Final copies of the three (3) annual surveys found in **Section 2.4.2.6.2 (A)**;
 - b) Procedure for administration of surveys; and
 - c) Procedure for taking corrective actions based on negative responses.
 2. Provide details of the information required, individuals/parties who require the information, when information is required to be shared, where information shall be stored, the required format for the information, and how information shall be disseminated to stakeholders;
 3. Ensure documentation of the State’s communications needs, including status reporting and project monitoring. The Contractor shall be responsible for creating a process to meet those needs; and
 4. Ensure processes are developed and defined to ensure the timely and appropriate collection, storage, retrieval, distribution, management, and disposition of project information.

2.4.1.2.4 Status Reports

- A. **Project Status Reporting** shall be defined in the Communications Management Plan ([Section 2.4.1.2.3](#)).
- B. The Contractor shall:
 1. Attend, support, coordinate, manage, and facilitate status meetings with the State;
 2. Conduct weekly status meetings with the State, unless another frequency is approved by the Contract Monitor; and
 3. Develop status reports on a weekly and monthly basis, which include written reports detailing the status of the project. State approval and acceptance of the reports is required.
- C. Weekly status reports shall include, at a minimum:
 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; and
 5. Status of each “In-Progress” task identified in the Project Master Schedule ([Section](#)

[2.4.1.2.1](#)) and whether the task is “on schedule”, “slipping”, or “late”.

6. Monthly status reports shall summarize details from the weekly reports and include an executive summary for management and oversight personnel. The format for monthly reports requires State approval and acceptance.

2.4.1.2.5 Risk and Issue Management Plan

- A. The Contractor shall develop a ‘**Risk and Issue Management Plan**’ as part of the overall Project Management Plan. State approval and acceptance of the plan is required.
- B. The Risk and Issue Management Plan shall:
 1. Define how risk management activities for the project are conducted;
 2. Identify risks and/or issues and address how risks and/or issues 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; and
 5. Describe how the Contractor will identify, prioritize, and address significant architectural and security risks during the duration of the contract.

2.4.1.2.6 Quality Management Plan

- A. The Contractor shall develop a ‘**Quality Management Plan**’ as part of the overall Project Management Plan. State approval and acceptance of the plan is required.
- B. The Quality Management Plan shall:
 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 Contractor’s quality policies will be incorporated into project activities and monitored for compliance throughout the implementation of the DASO System;
 3. Describe how the Contractor will comply with HIPAA standards and protocols;
 4. Describe how the Contractor will create, monitor, and measure DASO System performance standards; and
 5. Address all requirements described in this RFP.

2.4.1.2.7 Requirements Management Plan

- A. The Contractor shall develop a ‘**Requirements Management Plan**’ as part of the overall Project Management Plan. State approval and acceptance of the plan is required.
- B. The Requirements Management Plan shall:
 1. Describe how the Contractor will enhance its understanding of the RFP requirements through the facilitation of requirements validation (“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. Extract and document the unique business rules for the DASO System;
 4. Clarify RFP requirements and identify the AS-IS and TO-BE state of the DASO System and operations; and
 5. Include a 'Business Rules Definition Document' that lists all the business rules, detailed in this RFP and extracted through Requirements Validation sessions, and all applicable requirements and standards.

2.4.1.2.8 Deliverables Management Plan

- A. The Contractor shall develop and submit for approval a '**Deliverables Management Plan**' as part of the overall Project Management Plan. State approval and acceptance of the plan is required.
- B. The Deliverables Management Plan shall:
 1. Define how the Contractor will work with the Department to obtain a mutual understanding on the expectations for each Deliverable;
 2. Describe how the Contractor will adhere to all requirements in this RFP; and
 3. Describe the Deliverables expectation process.
 - a) This process shall include the submission of a 'Deliverables Expectation Document' (DED) for each Deliverable.
 - b) The DED shall describe the format, intent, structure and content of all Contract Deliverables prior to their development or submission.

2.4.1.2.9 Interface Management Plan

- A. The Contractor shall develop and submit for approval an '**Interface Management Plan**' as part of the overall Project Management Plan. State approval and acceptance of the plan is required.
- B. The Interface Management Plan shall:
 1. Describe how the Contractor will 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. Describe how the successful development and testing of all interfaces necessary to meet the requirements of this RFP will be tracked and documented; and
 3. Describe how the Contractor will perform all testing necessary to ensure that files are loaded and updated accurately on a timely basis.
- C. The Contractor shall:
 1. Perform all testing necessary to ensure that files are loaded, updated, and corrected accurately on a timely basis; and
 2. Submit the documented interface test results accompanied by a cover letter that lists all interfaces tested and attests to their successful testing.

2.4.1.2.10 Conversion Management Plan

- A. The Contractor shall develop and submit for approval a ‘**Conversion Management Plan**’ as part of the overall Project Management Plan. State approval and acceptance of the plan is required.
- B. The Conversion Management Plan shall:
 - 1. Describe how the Contractor will collaborate with the Department and its business partners to test and manage all data conversions needed to meet the requirements of this RFP; and
 - 2. Track and document the successful conversion of all data sources necessary to meet the requirements of this RFP.
- C. 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.

2.4.1.2.11 Change Management Plan

- A. The Contractor shall develop a ‘**Change Management Plan**’ as part of the overall Project Management Plan. State approval and acceptance of the plan is required.
- B. The Change Management Plan shall:
 - 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 ‘Change Control Board,’ templates, and the list of documents subject to formal Change Control process see [Appendix 10](#) for the MMT governance chart; and
 - 3. Notify the State of any changes prior to implementation.
 - 4. Procedures for negotiating Per Member/Per Month Operational rates in the event of change to the scope of work of the RFP.

2.4.1.2.12 Staffing Management Plan

- A. The Contractor shall develop ‘**Staffing Management Plan**’ as part of the overall Project Management Plan. State approval and acceptance of the plan is required.
- B. The Staffing Management Plan shall:
 - 1. Define project resources and how they will be staffed, managed, and released throughout the Term of the Contract;
 - 2. Identify resources needed on the project, when those resources are needed, and the plan to on-board and off-board resources in accordance with the needs of the Contract;
 - 3. Include organizational charts with defined roles and responsibilities; and
 - 4. Provide appropriate training and management supervision to all staff throughout the Contract.

2.4.1.2.13 Schedule Management Plan

- A. The Contractor shall develop a ‘**Schedule Management Plan**’ as part of the overall Project Management Plan. State approval and acceptance of the plan is required.
- B. The Schedule Management Plan shall describe how the Contractor establishes policies and procedures for planning, developing, managing, and controlling the Project Master Schedule ([Section 2.4.1.2.1](#)).
- C. The Department must approve the Contractor’s initial Project Master Schedule ([Section 2.4.1.2.1](#)) and all subsequent changes.
- D. All schedules produced in support of management of activities for this RFP must adhere, at a minimum, to guidelines that will be communicated to the vendor during the Kick-Off Meeting.

2.4.1.2.14 Privacy and Security Management Plan

- A. The Contractor shall develop and submit a ‘**Privacy and Security Management Plan**’ as part of the overall Project Management Plan. State approval and acceptance of the plan is required.
- B. The Privacy and Security Management Plan shall:
 - 1. Define how privacy and security implications, considerations, and requirements shall be identified and complied with throughout the life of the Contract;
 - 2. Identify any pertinent privacy and security standards, regulations, or laws applicable to the project; and
 - 3. Identify activities, processes, and tools used to measure and ensure compliance.

2.4.1.2.15 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 shall:
 - 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 DASO System testing environment remotely and securely to validate testing, defects and reporting metrics;
 - 3. Describe how operational procedures, the DASO 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 [Section 2.4.1.2.4](#));
 - 5. Track and document the successful testing of all the requirements of this RFP;
 - 6. Submit the documented test results to the Department, accompanied by a cover letter

that certifies the DASO System has been thoroughly tested and is ready for User Acceptance Testing (UAT); and

7. Describe how the Contractor shall:
 - a) Utilize the RTM to identify the testing needs of each requirement and link them to the appropriate operational/system test cases/scenarios;
 - b) Identify and develop a suite of test cases/scenarios to thoroughly test each requirement;
 - c) Manage environments for unit, integration, regression, UAT, and production;
 - d) Manage code promotion through the various environments;
 - e) Convert or create data for testing as determined by the Department;
 - f) Conduct thorough testing of the DASO Systems functionality and operational procedures to ensure requirements are met and Service Level Agreements (SLAs) are achievable;
 - g) Log, categorize, and track DASO System defects from identification through resolution;
 - h) Perform defect resolution and fine-tuning activities to correct defects and enhance DASO system performance;
 - i) Conduct and support UAT; and
 - j) Conduct and support ORT.

C. Systems Test Results

1. The Contractor shall submit to the Department the results of the DASO Systems tests conducted prior to entering UAT.
2. The DASO Systems test results shall demonstrate that the Contractor thoroughly tested the DASO System against all requirements of the RFP.
3. The DASO Systems test 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.
4. The Contractor shall provide the results of DASO Systems testing 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 DASO 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.

D. User Acceptance Testing (UAT)

1. 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.
2. The MDH User Manual and Provider Manual shall be tested against the DASO

system to ensure accuracy and completeness during UAT.

3. The Contractor shall provide a UAT test environment(s) that mirror production and utilize converted data.
4. The draft 'Operations Procedure Manual' shall be validated by the Contractor during UAT testing (see [Section 2.4.1.3.3](#)). The Operations Procedure Manual shall at a minimum:
 - a) Describe all tasks and activities that Contractor staff perform as part of day to day operation.
 - b) Provide step by step guides in the performance of DASO system tasks.
5. The successful completion of UAT is a prerequisite to DASO System operations.
6. 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.

E. Operational Readiness Testing (ORT)

1. The Contractor shall support ORT to ensure operational procedures are aligned with DASO System functionality and the requirements of this RFP.
2. The Operational Procedure Manual, MDH User Manual, and Provider Manual shall be tested by the Contractor during ORT to ensure accuracy and completeness.
3. The Contractor shall participate in ORT as determined by the Department.
4. 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.
5. Interface testing shall be completed at the end of ORT and shall be for at least a two (2) week duration. Results must be incorporated in the 'Interface Test Results (see [Section 2.4.1.2.9](#)).'

F. Parallel Testing

1. The Contractor shall complete Parallel Testing to ensure readiness of DASO System functionality prior to implementation of the solution.
2. Parallel Testing of the DASO System shall include the Contractor's plan to compare DASO System data with converted data.
3. Parallel tests of DASO data must be real tests on actual data; therefore, data conversion must be completed before Parallel Testing can begin.
4. No modifications will be made to software or data repositories in the Parallel Testing system, or to operational procedures, without written approval from MDH.
5. The Contractor shall be responsible for developing the details of the Parallel Testing Plan.
6. The Contractor shall include a description of its Parallel Testing strategy, methodology and schedule in its response to this RFP.

G. Defects

1. A defect shall be defined as any condition in which the DASO System or any ancillary systems fail to operate or fail to operate in accordance with approved design.
2. A defect may occur if the DASO System or any ancillary systems do not meet all requirements of this RFP.
3. To exit testing, all defects must be resolved or there must be a plan for resolution of the remaining defects as determined by the Department.
4. Defects shall be classified in accordance the following the Department definitions of defect severity.
 - a) **Level 1**- Defects resulting in the complete or partial failure of a critical business function and/or system functionality where there is no acceptable work around. Level 1 defects shall be resolved before further testing and/or development can continue. All Level 1 defects shall be resolved before the System is put in operation.
 - b) **Level 2** – Defects resulting in the complete or partial failure of a critical business function and/or system functionality where an acceptable work around exists. The State may allow Level 2 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 Level 2 defects to exist in operations. Any Level 2 defects that exist in operation must be accompanied by defect resolution plan that outlines the nature of the defect, the steps needed to resolve the defect, the resources needed to resolve the defect, and the time needed to resolve the defect.
 - c) **Level 3** – Defects resulting in the failure of a minor process or minor loss of function where there is a relatively easy and acceptable work around. Defects that are cosmetic in nature such as background color or logos. The State may allow Level 3 defects to exist in operations. The State may require a defect resolution plan depending on the nature of the Level 3 defect.

2.4.1.2.16 Certification Readiness Plan

- A. The Contractor shall develop and 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 describe how the Contractor shall:
 1. Track and identify CMS certification requirements as part of the overall RTM;
 2. Map CMS certification requirements to operational and technical requirements to ensure compliance;
 3. Ensure CMS certification requirements are tested to confirm compliance; and
 4. Plan to achieve CMS certification in accordance with the Project Master Schedule ([Section 2.4.1.2.1](#)).

2.4.1.2.17 Organizational Change Management Plan

- A. The Contractor shall develop an ‘**Organizational Change Management (OCM) 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 shall:
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 Communication Management Plan ([Section 2.4.1.2.3](#));
 - e) Training needs, in addition to linking to the Training Management Plan ([Section 2.4.1.2.2](#));
 - f) Resistance management; and
 - g) Leadership alignment.

2.4.1.2.18DBA Operations Work Plan

- A. The Contractor shall develop an '**Operations Work Plan**' as part of the overall Project Management Plan that details how the vendor shall meet the requirements in [Section 2.4.2](#) of this RFP. State approval and acceptance of the plan is required.
- B. The Operations Work Plan shall include the following:
1. A clear, detailed description of how each requirement under the [Sections 2.4.2.1 to 2.4.2.14](#) of this RFP is to be performed, including location (e.g., facility, home, office), media (e.g., electronic, fax, telephone), document formats (including notices), systems capabilities, and time period (frequency and timeline) as specified in the RFP for performing each function;
 2. Entities responsible for each activity/procedure;
 3. Samples of reports to be submitted with due dates specified by the Department;
 4. Methods of coordination with State and other parties involved in each activity/procedure;
 5. A description of protocols for address routing of forms, inter-staff meetings, points-of-contact, records maintenance, etc.;
 6. A 'Transition Plan,' which shall include the following:
 - a) If the Contractor is the incumbent Contractor, a detailed description of how the Contractor will incorporate new or modified RFP requirements into its operations;
or
 - b) If the Contractor is not the incumbent Contractor, a detailed description of how the Contractor will work closely and cooperatively with the incumbent Contractor and the Department to acquire appropriate documents, databases, and other information

deemed necessary by the Department, in order to ensure a smooth transition and uninterrupted services during the start-up period. The new Contractor must develop a plan for acquiring all necessary information, as determined by the Department, from the incumbent Contractor's platform;

7. A Transition Plan and a 'Schedule of Activities' that shall facilitate the transfer of responsibilities, information computer databases, software and documentation, materials, etc., shall also include, at a minimum:
 - a) The Contractor's proposed approach to the transition, including:
 - i. Identification of data files related to the Contract to be transferred during the transition period;
 - ii. Plan for establishing liaisons with Providers and other stakeholders; plan for establishing an effective working relationship with Department staff to ensure uninterrupted services during the transition period; and
 - iii. Time frames for submission of data;
 - b) The Contractor's tasks, subtasks, staff assignments and the schedule for all transition activities; and
 - c) An organizational chart and a list of the Contractor's staff (including titles, phone, contact info) responsible for transition activities;
- C. The Contractor shall obtain the Contract Monitor's approval of the Transition Plan prior to implementation;
- D. The Contractor shall update the Operational Work Plan when needed as a result of changes in State of federal policies or procedures. At the end of each Contract year, the Contractor shall review the Operational Work Plan, ensure that all necessary updates have been incorporated, and make recommendations for improvements to the plan. The results of this review shall be submitted to the Contract Monitor no later than 30 days following the end of each Contract year.
- E. Each year, the Contractor shall incorporate any revisions and updates to the final work plan required by the Department and obtain the Contract Monitor's approval of the final work plan as revised and updated before its implementation.

2.4.1.3 User Manuals

2.4.1.3.1 Provider Manual

The Contractor shall:

- A. Develop a 'Provider Manual,' providing detailed instruction and guidance for all areas of this RFP that apply to Provider-facing applications and procedures;
- B. Submit a draft Provider Manual to be validated and tested during DASO System testing, UAT and ORT ([Section 2.4.1.2.15](#));
- C. Update the Provider Manual as a result of UAT and ORT so that it accurately reflects the DASO System during operations; and
- D. Maintain and update the Provider Manual throughout the duration of the Contract, as DASO System updates and policy changes occur or at the discretion of the Contract Monitor.

- E. Make available electronically via the Web Portal

2.4.1.3.2 MDH User Manual

The Contractor shall:

- A. Develop an MDH user manual (“MDH User Manual”) tailored towards the Department’s staff;
- B. Submit a draft MDH User Manual to be validated and tested during DASO System testing, UAT and ORT ([Section 2.4.1.2.15](#));
- C. Update the MDH User Manual as a result of UAT and ORT so that it accurately reflects the DASO System during the Operations and Maintenance Phase;
- D. Provide electronic copies of all training manuals via MDH approved formats.
- E. Maintain and update the MDH User Manual as DASO System updates and policy changes are implemented. Updates to the MDH user manual shall be completed at MDH discretion.

2.4.1.3.3 Operational Procedure Manual

The Contractor shall:

- A. Develop an Operational Procedure Manual (OPM) tailored towards the Contractor’s DASO staff providing details of all policies and procedures needed to successfully meet the requirements in the RFP;
- B. Submit a draft OPM to be validated and tested during DASO System testing, UAT and ORT ([Section 2.4.1.2.15](#));
- C. Update the Operational Procedure Manual as a result of UAT and ORT so that it accurately reflects the DASO System during the Operations and Maintenance Phase;
- D. Maintain and update the OPM as DASO System updates and policy changes are implemented; and
- E. Include an organizational chart that describes all operational stakeholders and the roles and responsibilities of each.

2.4.1.4 Implementation Training Requirements

The Contractor shall:

- A. Support all training activities during the implementation of the DASO 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 Personnel and critical operations personnel have been sufficiently trained on the DASO 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 call center (“Call Center”) operations as part of Operational Readiness Testing;

- G. Provide the following in support of training:
 - 1. Facility for on-site training;
 - 2. Hardware/software;
 - 3. Desktop computers;
 - 4. Training staff;
 - 5. Training materials; and
- H. Provide the following types of training, as required by MDH:
 - 1. Classroom training;
 - 2. Computer-Based Training (CBT); and
 - 3. Web-Based Training (WBT).

2.4.1.5 Certification Requirements

2.4.1.5.1 Contractor Privacy and Security Assessment

- A. The Contractor shall provide certification of compliance the following security frameworks: SOC 2 Type 2 and either HITRUST (version 9.0 or greater), or FedRAMP.
- B. If the provided certification is not HITRUST version 9.0, the Contractor shall:
 - 1. Complete the 'HITRUST CSF Self-Assessment' and submit the findings to MDH;
 - 2. Notify MMT Project Manager of the request for HITRUST certification to an outside 3rd party accrediting vendor including date of audit within 7 days of receiving audit date. Any changes to this date must be submitted to the MMT Project Manager;
 - 3. Obtain HITRUST certification within one year from the Contract effective date or by the system "Go-Live Date", whichever is sooner, and maintain current levels of controls established in the Contractor's SOC2 Type 2 Report for the hosted services throughout the Term of the Contract; and
 - 4. Submit to the Contract Monitor SOC2 Type2 audit reports on an annual basis and HITRUST certifications on a biennial basis, upon obtaining HITRUST certification.
- C. In the event the Contractor is unable to obtain and maintain HITRUST certification and produce the SOC2 Type 2 Report with its current level of controls, the State may terminate the Contract in accordance with the termination provisions in [Attachment M, Section 17](#) of the Contract; and
- D. For any cloud-based hosting solution that uses State data containing PII, PHI or both as defined in the Contract terms, which is provided by the Contractor or any of their subcontractors, FedRAMP, SOC or HITRUST certification is required.

2.4.1.5.2 DASO Project and System Certification

The Contractor shall:

- A. Submit a Certification Readiness Plan ([Section 2.4.1.2.16](#)) as part of the overall Project Management Plan;

- B. Assign a ‘Certification Manager’ who is responsible for the development and execution of the Certification Readiness Plan to achieve DASO System certification. The Certification Manager shall:
1. Serve as the primary point of contact for all matters associated with DASO System certification;
 2. Provide status updates on DASO System certification as part of regular status reporting; and
 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 DASO 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 ([Section 2.4.1.2.1](#));
 - c) Following the preparation guidelines in the Medicaid Enterprise Certification Toolkit (MECT) (also referred to as the Toolkit), or its successor, in designing and implementing the DASO System. The DASO System shall meet ‘Outcomes-Based Certification’ Key Progress Indicators (KPI)s as part of the system certification. KPIs shall be communicated to the Contractor by MMT Project Manager during the DASO System implementation phase;
 - d) Planning DASO 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 continuity in staffing through completion of CMS certification activities and retaining sufficient on-site DASO Systems and operations staff to assist with resolving any problems or issues encountered during the certification process;
 - g) Submitting a formal letter to the Department within four (4) months of the Go-Live Date attesting that the DASO System has been implemented and operates in compliance with the requirements of the RFP and is ready for certification activities.
 - h) Correcting the certification deficiency if CMS determines at any time during the Contract period that the DASO System or any component part of it does not meet certification standards and bear the responsibility for any additional costs and applicable financial assessments levied 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.

2.4.1.6 Site Requirements

- A. The Contractor shall obtain a local facility and supporting environment for the implementation and operations of the DASO System.

- B. The Contractor's local facility shall be located within a twenty-five (25) mile radius of the State's offices at 201 West Preston Street, Baltimore, MD 21201.
- C. The Contractor may leverage any facilities already owned that meet the distance requirements in B above.
- D. At a minimum, the following staff shall be physically located in the local office unless otherwise authorized to work from an alternative Maryland site by the Contract Monitor: a 'Project Director,' all five (5) 'Provider Field Representatives,' and two (2) 'Member Outreach Representatives.'
- E. The local facility should be accessible via the Maryland Transportation Authority (MTA) Metro (Maryland Subway System) or Light Rail lines—adequate and available parking is preferred.
- F. The Contractor's primary Call Center shall be staffed and operated at the Contractor's local facility during Normal State Business Hours, unless otherwise authorized by the Contract Monitor.
- G. 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 DASO 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.
- H. The Contractor shall provide secure and climate-controlled space for archiving all paper documents.
- I. The Contractor shall 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.
- J. The Contractor shall establish appropriate protocols to ensure that physical property/facility security and data confidentiality safeguards are maintained.
- K. The Contractor shall provide MDH staff with access to other facilities used to support the DASO System. Access shall be granted within five (5) Business Days of the request.
- L. The Contractor shall provide the following at the Contractor's local facility:
 - 1. Office space and supporting equipment for one (1) MDH staff throughout the duration of the Contract. Supporting equipment shall include, at a minimum:
 - a) Operational networked workstation with printer access;
 - b) Telephone;
 - c) Desk;
 - d) Chairs;
 - e) Document filing cabinet; and
 - f) One (1) parking space for designated Department staff;
 - 2. Computer access with sufficient software and support to allow Department staff to perform monitoring functions on the Call Center;
 - 3. Proper controls over temperature, humidity, air movement, cleanliness, and power shall be maintained to avoid computer down time and malfunctions;

4. Training for designated users to monitor environmental control procedures, equipment, and response procedures in case of emergencies or equipment problems; and
 5. Protection from power failures and other electrical anomalies at all sites. A suitable electrical supply shall be provided that:
 - a) Includes an Uninterruptible Power Supply (UPS) for equipment supporting critical business operations to support orderly shutdown or continuous running;
 - b) Provides safeguards against power outages, power surges, brown-outs, blackouts and other power failure events; and
 - c) May include multiple feeds to avoid a single point of failure in the power supply;
 6. Routine checks on equipment to ensure that equipment has adequate capacity and is tested in accordance with the manufacturer's recommendations;
- M. The Contractor shall be responsible for providing all physical equipment, including but not limited to, computers, copiers, scanners, telephones, faxes, and servers needed to support the completion of all contracted tasks; and
- N. Backup, disaster recovery and contingency activities shall be performed at sites specified by the Contractor, subject to State approval.

2.4.2 PHASE 2: DBA Operations and Maintenance Phase

To assist the Department in meeting its goals for dental care, the Contractor will manage dental services for individuals with Medicaid eligibility. Populations that covered under the MHSDP are children under the age of 21, pregnant women through their postpartum period, Rare and Expensive Case Management (REM) adults, former foster care individuals under the age of 26, and adults over the age of 21 with full Medicaid benefits (see [Section 2.4.2.2.1](#)). The Contract resulting from this RFP requires extensive collaboration with the Department and the flexibility to implement DASO System changes in a reasonable timeframe, as agreed upon by the Department, in a rapidly changing healthcare environment.

The Contractor shall, as specified in more detail in the 'Scope of Work' below:

- A. Provide an effective and highly efficient operation that takes advantage of technology; reduces the administrative burden on dental Providers and eligible Maryland Healthy Smiles Dental Program (MHSDP) Participants; includes utilization control, efficient preauthorization procedures, and coordination of complex dental care; and includes flexibility that allows the State to react to Dental Program changes in a timely manner;
- B. Maintain a Quality Assurance program that routinely and systematically monitors utilization of dental services, claims processing, complaints and grievances; evaluates the quality of care and services received by MHSDP Participants; and pursues opportunities for improvement;
- C. Provide a configurable system that allows the Contractor to appropriately manage a comprehensive Dental Program for Medicaid-enrolled Providers and eligible MHSDP Participants (see [Section 2.4.1](#));
- D. Perform all services described in this RFP and comply with all applicable State and federal laws, statutes, regulations, and policies transmitted through published notices, letters,

manual provisions and transmittals — failure to meet these requirements will trigger a Corrective Action Plan;

- E. Engage with the Department routinely to share national trends, evidence-based practices, and scope of dental coverage in other states' Medicaid programs, sharing its' expertise in the development and implementation of dental benefits and making recommendations for the future of the MHSDP;
- F. Analyze and provide accurate reports to the Department on a routine, or ad-hoc, basis to document Contract performance. All reports must go through a Quality Assurance process to ensure accuracy and validate the data and be approved by the Contract Monitor as a Deliverable (see [Section 2.5](#)). All ad-hoc reports must be delivered to the Contract Monitor within five (5) Business Days of the date of the request;
- G. Ensure that the development, implementation and administration of the dental benefits program is done in a manner that includes input by Participants, Providers and other interested parties; and
- H. Notify the Contract Monitor immediately of any liabilities that threaten its financial ability to perform the duties of the Contract and of any discussions of filing for bankruptcy by it, or by any entity that has a financial interest in the Contractor.

2.4.2.1 Provider Management and Maintenance

The purpose of this section is to assist Maryland in retaining a system of care that supports a full and robust continuum of high-quality dental services. Having sufficient numbers of Providers in the Maryland Healthy Smiles Dental Program (MHSDP) network is essential to ensuring access to care across the State. The Contractor is responsible for each of the sub-sections listed below.

2.4.2.1.1 Provider Network

The Contractor shall:

- A. Increase and maintain a dental network with a sufficient number of Providers to deliver comprehensive dental services that are accessible for all eligible MHSDP Participants;
- B. Include in the network a sufficient number of Providers to furnish services as described in this RFP in accordance with the time, geographic and other standards described in **Section 2.4.2.3.3**:
 - 1. General dentists, pediatric dentists, orthodontists, periodontists, oral surgeons, endodontists; and
 - 2. Other recognized dental professionals and somatic providers (e.g., physicians, nurse practitioners, and physician assistants) who are trained in dental care and oral health and experienced in performing triage for such care;
- C. Track and analyze all Provider changes as part of network management and provide support to the Department for Provider enrollment. MDH will handle the administrative process of Provider enrollment;
- D. Maintain a database of enrolled Providers approved to deliver services to eligible MHSDP Participants. The source of the Provider data shall be provided by MDH during the Implementation Phase;

- E. Notify and complete outreach to Providers who are due for license renewal or revalidation as indicated in Maryland's Medicaid Management Information System (MMIS-II). Note: This is a critical function because Providers who are not correctly licensed or enrolled, or who have not been revalidated with Maryland Medicaid, risk losing their ability to participate as a Medicaid provider;
- F. Electronically receive and maintain an automated daily feed of Medicaid Provider files from MMIS-II:
 - 1. During the Implementation Phase, the Department shall submit a baseline Provider network file to the Contractor that contains all dental and somatic Providers and dental and somatic groups enrolled with Maryland Medicaid. The Contractor shall process this file and ensure that the Contractor's system and MMIS-II files are consistent prior to the Go-Live Date; and
 - 2. During the Contract period, the Department shall submit a daily Provider network file to the Contractor that contains all dental and somatic Providers and dental groups enrolled with Maryland Medicaid. The Contractor shall process this file daily to ensure that the Contractor's system and MMIS-II files are consistent;
- G. Review and update the Provider files each morning by 6am EST to ensure that information matches MMIS-II information from the daily feed;
- H. Report all discrepancies in license and enrollment status each morning by 10am EST, between the DASO System and information imported from MMIS-II, to the Contract Monitor;
- I. Ensure that Medicaid claims are only reimbursed for appropriately licensed and enrolled dental and somatic Providers;
- J. Have the capability to add and edit Provider file fields in the DASO System, not standard on the MMIS-II file, such as Provider network population and age groups served, office hours, and area of specialty;
- K. Have the capability to override a Provider's active enrollment status to suspend the Provider payment, if and when directed by the Department;
- L. Create and maintain a public-facing website specifically for dental Providers that shall include:
 - 1. The email address and a web link to the provider revalidation, enrollment, and re-enrollment system;
 - 2. Instructions regarding Provider enrollment procedures; and
 - 3. Additional requirements for participation in the Medicaid program; and
- M. Track and monitor somatic Providers (physicians, nurse practitioners, and physician assistants) who are certified by the Office of Oral Health (OOH) to apply fluoride varnish for children. The Contractor is responsible for ensuring the somatic care Provider is an actively enrolled Medicaid Provider operating under a valid license and shall bear the cost of any payments made to Providers without a valid license.

2.4.2.1.2 Provider Recruitment and Network Enhancement

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

The Contractor shall:

- A. Develop and implement a strategic plan to increase Provider enrollment within the MHSDP thirty (30) Calendar Days prior to the Go-Live Date. This plan should be updated and submitted to the Contract Monitor for approval on an annual basis by the fifteenth (15th) of January. After the first year, the annual plan shall include a section on accomplishments in building Provider capacity from the prior year;
- B. Strategize and collaborate with Medicaid, the Maryland State Dental Association (MSDA), Local Health Departments (LHD), Federally Qualified Health Centers (FQHC) and dental schools in efforts to recruit dental Providers to enhance the system of care across all jurisdictions;
- C. Perform geo-mapping activities by jurisdiction and Provider specialty to note service availability and gaps in access to services and post a quarterly report on the increase/decrease in Provider enrollment to the MMIS-II system on the Contractor's website;
- D. Submit a monthly report to the Contract Monitor on Provider recruitment activities, including the type of Provider specialty, location, date, and type of recruitment activity;
- E. Submit a monthly report to the Contract Monitor on outcomes of recruitment activities to include metrics on which Provider specialists enrolled post recruitment activity;
- F. Submit a monthly report to the Contract Monitor of all Providers whose participation status was terminated and suspended during the preceding quarter, including the Provider's name/practice name, address, specialty, and reason for suspension/termination;
- G. Develop and submit action plans, as specified by the Department, to address network adequacy issues, whether geographic or specialty driven, including collaborative efforts;
- H. Participate with Department staff on Provider engagement efforts;
- I. Provide staff to supplement local efforts in recruiting Providers throughout Maryland when requested by the Department; and
- J. Be available to provide on-site and web-based training to new Providers who require additional assistance to use the DASO System to enter data, request service authorization, and submit claims.

2.4.2.1.3 Provider Relations

The Contractor shall:

- A. Have individual 'Provider Relations Field Representatives' assigned to each of the five (5) regions of the State as outlined in the Joint Chairman's Report (JCR). These staff should be easy to contact and should be able to visit Provider offices when necessary (or as requested), but no less than once a year for all dental locations, and twice a year for all Mobile Dental Units (MDU). The Contractor shall develop a checklist of items to be approved by the Department, for use at all annual visits. Provider Relations Field Representatives shall:

1. Respond to Provider inquiries within one (1) Business Day;
 2. Help dental Providers navigate Maryland Medicaid's enrollment process;
 3. Explain the role and responsibilities of the Primary Care Dentist (PCD);
 4. Help dental Providers understand, navigate and complete the preauthorization and claims payment processes;
 5. Assist Providers in understanding clinical preauthorization requirements;
 6. Assist Providers in determining whether the service they propose is eligible for reimbursement under Medicaid;
 7. Resolve claims problems and questions;
 8. Explain the grievance and appeals processes for Providers; and
 9. Any other relevant information needed or requested by a Provider;
- B. Have senior Provider relations staff available for meetings at the Department's request to ensure consistent and accurate messaging to Providers;
- C. Provide to the Contract Monitor a monthly Provider relations report showing all annual provider visits and additional onsite visits requested by Providers, that were completed in the prior calendar month;
- D. Provide the corresponding visit checklist(s) for annual site visits within five (5) Business Days of a request by the Contract Monitor; and
- E. Have senior provider relations staff responsible for facilitating 'MHSDP Provider Advisory Board' meetings quarterly.

2.4.2.1.4 Provider Education

The Contractor shall:

- A. Have the ability to provide individual training, technical assistance, and education to Providers, ensuring that information given is accurate and appropriate;
- B. Have the capability and staffing to provide onsite, telephonic, and web-based training as needed, and as requested by Providers or the Department, in topics including:
 1. The Department's enrollment process, allowable service delivery, and preauthorization/medical necessity criteria;
 2. The Contractor's utilization management system and the MHSDP requirements (See **Section 2.4.2.2.1**);
 3. The Contractor's claims submission process and billing procedures;
 4. The Contractor's operations related to changes in State and Federal laws, including but not limited to COMAR regulations, policies, or procedures; and
 5. Any other relevant information needed or requested by a Provider or the Department.
- C. Provide training and education to Providers on dental practice guidelines twice annually in consultation with the Department.

2.4.2.1.5 Provider Website

The Contractor shall:

- A. Develop and maintain a website for Providers that is user-friendly and searchable by dates and keywords, to be approved by the Department thirty (30) days prior to the Go-Live Date.
- B. Create and maintain a website with accurate and timely information, including the ability to target messages to specific providers, which:
 1. Contains quick access to MHSDP updates and relevant federal and State guidelines for current announcements and transmittals (e.g., Office of Inspector General (OIG) transmittals, Medicaid transmittals, and guidance from CMS); and
 2. Shall be updated as needed or when requested by the Department. Titles of documents should be content-based.
- C. At a minimum, the website shall contain the following:
 1. A link to the current real-time provider directory (as described in **Section 2.4.2.1.7**) with the capability to search for Providers by name, geographic location, specialty, type of practice, age group served, ADA/wheelchair accessibility, panel restrictions (e.g., accepting or not accepting new Participants), and dental benefit package;
 2. A list of essential contacts to include Contractor contact names, telephone numbers, and email addresses with respect to services covered in this RFP;
 3. A matrix of all covered dental services in each MHSDP benefit package including:
 - d) Billing codes;
 - e) Preauthorization requirements;
 - f) Frequency limitations;
 - g) Age limitations; and
 - h) Appropriate care rules.
 4. The current Provider Manual (as described in **Section 2.4.2.1.6**);
 5. The fee schedules for each MHSDP benefit package;
 6. The current Participant handbooks (as described in **Section 2.4.2.3.1**);
 7. The process for requesting approval for services to be provided in an operating room or Ambulatory Surgery Center (ASC);
 8. Rights and responsibilities of both Providers and Participants;
 9. Information on how to obtain MHSDP information for Participants who are visually impaired and deaf/hard of hearing;
 10. Information on how to obtain MHSDP information in non-English languages;
 11. Information regarding how to submit grievances and appeals to the Contractor (as described in **Sections 2.4.2.4.2 and 2.4.2.4.3**);
 12. A link to the Department's website and relevant agency websites;

13. A link to the Department's designated Provider enrollment portal/system;
14. A link to the Contractor's secure electronic claims submission portal;
15. Information on appropriate procedures for dismissing a Participant;
16. Information to assist Providers with issues such as billing and/or prior authorization, frequently asked questions, and Provider alerts; and
17. Information on the Medicaid or State requirements as requested by Providers or the Department.

2.4.2.1.6 Provider Operations Manual

The Contractor shall:

- A. Maintain an up-to-date electronic Provider Manual which shall include, at a minimum, information about the following:
 1. A clear definition of the covered populations and the service packages, including limitations and exclusions for each population;
 2. Instructions on how to verify a Provider's and a Participant's eligibility;
 3. Utilization management and preauthorization procedures and requirements (including medical necessity criteria);
 4. A detailed description of billing requirements for claims submitted directly to the Contractor, or through a clearinghouse, and a copy of the Contractor's Health Insurance Portability and Accountability Act (HIPAA) compliant paper billing forms and electronic billing format;
 5. Instructions for all electronic claim submissions and information on its no-cost direct data entry method for entering claims through a Web Portal;
 6. Instructions for when a Provider may bill a participant using a Non-Covered Services Agreement;
 7. Instructions on how to enroll in Electronic Funds Transfer (EFT);
 8. Documentation requirements for treating Participants as specified in COMAR 10.44.30;
 9. What a Provider can expect during a site visit or audit by the Contractor;
 10. A detailed description of the grievance and appeal processes available to Providers;
 11. Provider and Participant rights and responsibilities;
 12. Appointment standards;
 13. Information about the State's Provider enrollment process;
 14. COMAR regulations relevant to providing dental services to Medicaid Participants;
 15. Clinical criteria for comprehensive orthodontia services covered under the MHSDP;
 16. Enrollment requirements for an MDU; and
 17. The appropriate procedures for dismissing a Participant from treatment;

18. Explain the appeal and grievance processes;
- B. Develop, produce and distribute a Provider Manual by the Go-Live Date. The Contractor must submit the Provider Manual to the Contract Monitor for approval thirty (30) Calendar Days prior to the Go-Live Date;
- C. Update and submit a revised Provider Manual to the Contract Monitor, as frequently as needed and/or requested by the Contract Monitor, within seven (7) Calendar Days of a change. Once approved by the Department, the Contractor shall update the online Provider Manual within one (1) Business Day; and
- D. Review and revise the Provider Manual annually and submit the manual to the Contract Monitor for approval at least thirty (30) Calendar Days prior to the next Contract year. Once approved by the Contract Monitor, the Contractor shall post the online manual at least ten (10) Business Days prior to the end of each Contract year.

2.4.2.1.7 Provider Directory

The Contractor shall:

- A. Provide a user-friendly, searchable online directory of Providers and services, with a provider listing, sorted by region and specialty, listing all office locations and including:
 1. Provider name;
 2. Address;
 3. Telephone number(s);
 4. Website address;
 5. Office hours;
 6. Foreign languages spoken;
 7. Provider specialty;
 8. Age restrictions;
 9. Disability accessibility;
 10. Whether the Provider is accepting new patients; and
 11. Whether the Provider is willing to serve Participants in each MHSDP benefit package;
- B. Submit the Provider Directory, along with a plan for keeping the directory up to date with accurate information, to the Contract Monitor for approval at least thirty (30) Calendar Days before the Go-Live date;
- C. Update the Provider Directory in real-time, as Provider or network information changes, on a website maintained by the Contractor;
- D. Make the Provider Directory available to Participants and stakeholders (e.g., advocates, community organizations and LHDs) at all times, both electronically and in written format;
- E. Update and send a PDF version of the directory to the Contract Monitor quarterly (by the 1st of every January, April, July, and October); and

- F. Submit provider directory information quarterly to the Health Resources and Services Administration (HRSA) on the Insure Kids Now (IKN) Web Portal.

2.4.2.1.8 Standards for Provider Communication

The Contractor shall:

- A. Only use the 'Great Seal of Maryland' or any Department logo, trademark, or copyrighted material on communication material with the written approval of the Department;
- B. Be responsible for the cost of design, printing, and distribution (including postage) of all Provider materials. Additionally, the Contractor shall comply with all federal postal regulations and requirements for mailing of all materials. The Department is not 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;
- C. Make available written notice of any changes in policies or procedures at least thirty (30) Calendar Days prior to the effective date of the change;
- D. Ensure all education and outreach materials be publicly available for download at no additional charge; and
- E. Update all education and outreach materials with Department approval to ensure information is current and accurate.

2.4.2.1.9 Policy of Nondiscrimination

The Contractor shall ensure that all Maryland Medicaid Providers render dental services to Participants under the Contract at the same quality level and practice standards and with the same level of dignity and respect as provided to non-Medicaid patients. Providers are responsible for providing translation and interpretation services to Participants, if requested.

2.4.2.2 Authorization and Utilization Management

2.4.2.2.1 Dental Benefits

The Contractor shall:

- A. Be responsible for administering the Maryland Medical Assistance Program dental benefit packages to Participants in accordance with the regulations governing Medicaid dental services and licensed Dentists (COMAR 10.09.05 and COMAR 10.44) and with the terms of this RFP. The Department uses American Academy of Pediatric Dentistry (AAPD) standards for the periodicity of examinations and preventive dental services for children under 21 years (**Appendix 6**). **Appendix 4** and **5** show the current MHSDP fee schedules by American Dental Association (ADA) procedure code and the rate of reimbursement. The fee schedule is an all-inclusive list of the services covered by the MHSDP;
- B. In collaboration with the Department, develop and implement all necessary processes and policies for the preauthorization of services and monitoring, assessing, and promoting effective utilization;

- C. Operate a Department-approved utilization management system that fulfills all Federal requirements contained in 42 CFR Part 456, 42 USC § 1396(a)(33), as well as the requirements of Department regulations and policies;
- D. Ensure that all preauthorized services are medically necessary as defined by State and Federal regulations, meet quality standards, and are provided in a cost-effective manner according to:
 - 1. EPSDT Federal regulations as described in 42 CFR Part 441, Subpart B;
 - 2. The Omnibus Budget Reconciliation Act of 1989, whether or not such services are covered under the Maryland Medicaid Program's State Plan;
 - 3. AAPD Periodicity Standards;
 - 4. The Department's regulations; and
 - 5. Any other applicable regulations;
- E. Ensure that all dental services are administered by or under the direct supervision of a licensed Dentist in accordance with State and Federal regulations; and
- F. Authorize the provision of orthodontics to Participants under the age of 21 when the orthodontic treatment plan meets all of the criteria set forth by the Maryland Medical Assistance Program, see **Section 2.4.2.2.A**.

2.4.2.2.2 Preauthorization

The Contractor shall:

- A. Follow the dental program's criteria and preauthorization process for all dental procedures in accordance with COMAR 10.09.05.04 and 10.09.05.06 or latest guidance as instructed by MDH;
- B. Make a determination of medical necessity on a case-by-case basis for services requiring preauthorization;
- C. Have the ability to place limits on a service; however, such limits shall be exceeded for children when determined to be medically necessary under EPSDT, based on a Participant's individual needs;
- D. Consider the ability for orthodontic treatment to be completed, prior to the participant's loss of eligibility at 21 years of age, when preauthorizing orthodontic services;
- E. For dental services that require preauthorization, the Contractor shall implement a service authorization DASO System that shall:
 - 1. Permit Providers to accurately query whether a Participant is eligible for services, request preauthorization, and be notified whether preauthorization is granted;
 - 2. Have the capability to use a web-based system to capture key data and the ability to link preauthorization to payment of claims for the services rendered, as described in Section 2.4.2.8.2; and
 - 3. Have the flexibility and capacity for the design of Maryland-specific customization of authorization parameters by service type and Provider specialty, applying timeframes and protocols requested by the Department;

- F. Operate a toll-free preauthorization telephone number accessible to Providers from 8am to 6pm on all Business Days;
- G. Ensure clinical staff are appropriately trained and knowledgeable about the State's services and policies, medical necessity criteria for each service, and considerations for special needs which may impact access to services, Participant well-being and safety, and ensure inter-rater reliability in clinical decision making;
- H. Ensure all clinical staff completing preauthorization requests are appropriately trained and knowledgeable about EPSDT requirements and guidelines and make consistently appropriate determinations for requests for services under EPSDT;
- I. Not require preauthorization for any pediatric preventive services, diagnostic dental services, patients who present a specific symptomatic problem such as dental pain, or dental emergencies such as trauma or acute infection;
- J. When preauthorizing treatment of a Participant's illness, disease, or injury as specified in COMAR 10.44.30.02, the approved dental services must be:
 - 1. Consistent with the symptoms or diagnosis and treatment of the Participant's illness, disease or injury;
 - 2. Appropriate with regard to standards of good dental practice;
 - 3. Not solely for the convenience of the Participant or Provider;
 - 4. The most appropriate, in terms of cost and effectiveness, level of service that can be safely provided to the Participant, which is sufficient in amount, duration and scope to achieve their purpose;
 - 5. Provided in accordance with EPSDT requirements, when applied to non-pregnant Participants under the age of 21; and
 - 6. Determined to be medical necessary to be rendered in a non-dental office setting (e.g., operating room or ASC);
- K. Serve as the point of contact for the dental Provider, the Maryland Medical Assistance Program, and any other required medical Provider;
- L. Provide multiple, easy to use, no-cost methods for Providers to submit preauthorization requests. Such methods can include, but are not limited to, a toll-free phone number, toll-free fax machine, Web Portal, and email. All methods must route the preauthorization directly into the unit performing the preauthorizations, with the exception of the toll-free number, which can direct the call to the appropriate unit using simple prompts;
- M. Render a decision (approve or deny) on all preauthorizations in a timely manner so as not to adversely affect the Participant's health and within two (2) Business Days of receiving the required documentation, but not longer than seven (7) Calendar Days from the date the request was made;
- N. Include all of the following requirements in their preauthorization process:
 - 1. The dental Provider must be able to submit requests for preauthorization for dental services directly to the Contractor;
 - 2. The Contractor must communicate and consult with the treating Provider to obtain all necessary information;

3. All denials of service must be rendered by a clinician and include an option for a peer-to-peer consultation; and
 4. Assurance that all providers seeking preauthorization for dental services rendered in a non-dental setting, including the facility and anesthesia Providers, are actively enrolled to participate in the Maryland Medical Assistance Program
- O. All documentation submitted as part of the preauthorization process must be maintained in such a way that it can be retrieved and provided to the Contract Monitor upon request.

2.4.2.2.3 Utilization Management

The Contractor shall:

- A. Establish a plan, by the Go-Live Date, to monitor access to care to ensure that utilization goals established by the Department are met;
- B. Develop and implement tools to enable the Contractor to routinely assess its progress toward achieving the Department's goal of improving annual utilization of preventative and restorative services;
- C. Achieve at least a one (1) percentage point increase per Contract year for the utilization of preventative and restorative services for the duration of the Contract;
- D. Maintain a tracking system with the capability to identify and report each Participant's dental utilization; preventative treatment due dates; referrals for corrective treatment; whether treatment was received; and, if so, the date of service;
- E. Produce and submit utilization reports annually to the Department by January 15th, as well as fulfill ad-hoc requests from the Department within five (5) Business Days;
- F. Produce a tracking system to monitor utilization of services that are covered under EPSDT but that are not covered in the dental benefit plans; and
- G. Produce a tracking system to monitor utilization of the adult dental benefit.

2.4.2.2.4 Audits and MHSDP Integrity

The Contractor shall:

- A. Establish an audit plan as described in Section 2.4.2.2.4F, to be submitted for approval to the Contract Monitor fifteen (15) Business Days prior to the Go-Live Date, to monitor quality of dental care and prevent fraud and abuse for all network Providers. In the plan, the Contractor shall describe its:
 1. Plans to perform audits and other reviews of dental and billing records to ensure that only medically necessary services are reimbursed; and
 2. Outline the tools, protocols, and systems that the Contractor will employ to support the proposed audit plan;
- B. Actively coordinate with the Department to ensure consistency of interpretation, application of all rules, and coordination of audits;
- C. Prepare and deliver documents needed to pursue appropriate legal action to support the Department's compliance activities within ninety (90) Calendar Days of completing the Provider audit;

- D. Perform audits and other reviews of medical and billing records to ensure that only medically necessary authorized services are funded by the Medicaid program;
- E. Review claims data for abnormalities via algorithms and edits and include findings for data mining;
- F. Develop and implement the Department approved audit plan, tools, protocols, and systems which:
 - 1. Evaluate the quality of dental care provided;
 - 2. Identify and monitor Providers who have filed claims with insufficient supporting documentation, upcoding, or claims unsupported by dental records;
 - 3. Review Participant medical records against paid claims for services specified by the Department;
 - 4. In consultation with the Department, conduct audits of enrolled Providers, which shall include, but not be limited to, high volume Providers, MDU Providers, Providers whose service profile is significantly different from other similar Providers, and Providers who are identified as problems through federal or other audits;
 - 5. Conduct, in consultation with and following approval by the Department, a minimum of 50 dental Provider audits annually, 30 of which shall be comprehensive audits of both clinical and financial records;
 - 6. Identify and report potential false claims, fraud, or abuse by Providers or Participants, including abuse of referrals, overutilization, or overpayments;
 - 7. Identify, report, and resolve all Contractor overpayments;
 - 8. Develop, analyze, and provide reports to identify suspicious Provider billing activity;
 - 9. At the direction of the Department, retract payments of funds identified as not allowable during the audit. If requested, establish payment plans with the Providers to recoup the payments in a manner that does not destabilize service delivery, when possible;
 - 10. Maintain documentation of all audits and provide to the Contract Monitor a monthly summary report of all audits, Provider education, and recoupments; and
 - 11. Ensure inter-rater reliability among auditors performing these functions;
- G. Provide technical expertise required to develop and annually update a comprehensive audit plan, consistent with the needs and goals of the Department and including evidence-based audit practices; and
- H. Cooperate with the Department on any audits, reviews, or investigations being conducted by OIG or MFCU.

2.4.2.3 Participant Relations

2.4.2.3.1 Orientation Materials and Participant Handbook

The Contractor shall:

- A. Produce and mail Participant orientation materials within seven (7) Calendar Days of enrollment for all new Participants. The orientation materials shall be mailed together and include:
 1. A welcome letter;
 2. A durable dental identification card which includes the name and contact number of the Participant's dental home assignment; and
- B. A 'Participant Handbook'; Submit the orientation materials and Participant Handbook for approval to the Contract Monitor thirty (30) Calendar Days prior to the Go-Live Date and resubmit for approval within five (5) Business Days whenever revisions are made;
- C. Produce Participant Handbook that facilitate access to covered services. The handbook shall:
 1. Be placed on the Contractor's website with current links to the Medicaid website;
 2. Provide information to assist Participants in finding dental Providers or specialists;
 3. Explain how to access dental services including how to use the online Provider directory;
 4. List the toll-free telephone number for the Participant's Call Center and include a statement that the Participant may call to locate a dental Provider, obtain appointment assistance, or receive answers to other questions;
 5. Explain the importance of regular dental care and good oral hygiene, emphasizing preventive care such as visiting the Dentist regularly and proper oral hygiene instructions including brushing and flossing;
 6. Explain the appropriate schedule for dental care in accordance with the 'AAPD Periodicity Schedule';
 7. Explain how to obtain emergency dental care services;
 8. Explain how to apply for health insurance through [MarylandHealthConnection.gov](https://www.MarylandHealthConnection.gov);
 9. Inform participants of the availability of the HealthChoice line;
 10. Explain how to access transportation services;
 11. Explain that dental services are available at no cost and without cost sharing responsibilities for Participants;
 12. Educate Participants about fraud, waste, and abuse;
 13. Explain the purpose of a Dental Home and provide Participants with options for choosing a Dental Home Provider;
 14. Encourage Participants to maintain PCD relationships and stress the importance of a Dental Home for all eligible Participants;
 15. Explain Participants' and Providers' rights and responsibilities;
 16. Explain the appeal and grievance processes;
 17. Provide an option for requesting a written version of the Provider Directory;
 18. Explain the purpose and requirements of the Non-Covered Services Agreement;

19. Provide resources for accessing dental services not covered by Maryland Medicaid;
 20. Include information on how to obtain MHSDP information in various languages, including Spanish; and
 21. Include information on how to obtain MHSDP information for Participants who are visually impaired and deaf /hard of hearing;
- D. Review and update the Participant Handbook at least annually, or as requested by the Department, submitting revisions to the Contract Monitor at least thirty (30) Calendar Days prior to the annual review; and
 - E. Provide the current Participant Handbook in hard copy within seven (7) Calendar Days of a Participant request.

2.4.2.3.2 Dental Home Program

The Contractor shall:

- A. Maintain a sufficient network for all eligible Participants;
- B. Upon becoming eligible for dental services, assign each Participant to a PCD within seven (7) Calendar Days;
- C. Assign a Dental Home based on:
 1. Geographic area in which the Participant resides as referenced in **Section 2.4.2.3.3E**;
 2. Claims history for the Participant; and
 3. Siblings' or other family members' Dental Home assignment.
- D. Assign out-of-State Participants to a Dental Home as required by the Department;
- E. Give Participants the opportunity to change their PCD at any time by calling the Contractor;
- F. Monitor the Participant's claims history, and complete outreach to the Participant after two (2) routine dental visits are billed for by a Provider that is not the Participant's assigned Dental Home. An outreach attempt should be made to identify if the Participant would like to change their Dental Home Provider. If this is confirmed by the Participant, the Contractor shall mail the Participant a new MHSDP identification card within seven (7) Calendar Days;
- G. Develop a plan to monitor when PCD locations are no longer actively enrolled with Maryland Medicaid and submit the plan to the Contract Monitor for approval thirty (30) Days after the Go-Live Date. The plan must require the Contractor to reassign those Participants to an active Dental Home and send the Participant a new identification card within ten (10) Calendar Days of the reassignment; and
- H. Be able to limit Dental Home assignments to provider-reported capacity and ensure that appointment wait times at Dental Home locations are appropriate.

2.4.2.3.3 Participant Access to Services

The Contractor shall:

- A. Permit each eligible MHSDP Participant to obtain covered services from any dental Provider participating with Maryland Medicaid and accepting new patients;
- B. Develop a Provider recruitment plan in accordance with **Section 2.4.2.1.2A** to maintain and improve upon the following ratios for participation in the MHSDP:
 1. Number of general dentists to Participants per county – 1:500; and
 2. Number of specialists to Participants per county – 1:10,000.
- C. Submit a quarterly report of the general dentist-to-Participant and specialist-to Participant ratios for each county to the Contract Monitor for each quarter;
- D. Be responsible for drafting and implementing a county growth plan; and updating the plan if the general dentist-to-Participant ratio falls below 1:500 or if the specialist-to-Participant ratio falls below 1:10,000 in a particular county. The initial county growth plan will be drafted by the Contractor and submitted to the Contract Monitor for approval sixty (60) Calendar Days after the Go-Live Date; the plan shall be updated as directed by the Contract Monitor;
- E. Maintain a sufficient network of dental Providers to provide all covered services statewide. The Contractor shall make services and service locations available and accessible so that Participants may obtain services in:
 1. Urban areas, within 10-mile radius of each Participant’s residence;
 2. Suburban areas, within 20-mile radius of each Participant’s residence; and
 3. Rural areas, within a 30-mile radius of each Participant’s residence;
- F. The Contractor will help Participants who call in to request assistance with getting an appointment, to schedule within the following time frames:
 1. Forty-eight (48) hours for emergency services;
 2. Ninety (90) days of enrollment for an initial comprehensive assessment;
 3. Sixty (60) days for follow-up routine and preventive care; and
 4. Sixty (60) days of the initial referral from Participant’s general dentist/PCD or more expeditiously as deemed necessary by the general dentist/PCD for specialty care.

2.4.2.3.4 Outreach to Target Groups

The Contractor shall:

- A. Submit an outreach plan to the Contract Monitor thirty (30) Calendar Days after the Go-Live Date, outlining objectives and strategies that will increase awareness of the importance of dental care, the availability of dental benefits, and will increase utilization to meet Department goals for all Participants. Examples of specific targeted efforts include, but are not limited to: children and adults with special health care needs, Rare and Expensive Case Management Program (REM) Participants, pregnant and postpartum women, adults over 21 with full Medicaid and those Participants who have not seen the Dentist in a 12-month period of time;

- B. Upon request of the Contract Monitor, coordinate its efforts with outreach projects being conducted by the Department, the Office of Oral Health (OOH), the Managed Care Organizations (MCOs) and/or other State agencies;
- C. Bear the cost of designing, printing, and distribution (including any postage) of any outreach materials;
- D. Conduct regularly scheduled outreach activities, on a quarterly basis of each Contract year, designed to inform participants about the availability of dental services and to meet or exceed Department established utilization goals;
- E. Develop a targeted outreach plan for children and adults with special health care needs, REM Participants, pregnant and postpartum women, non-compliant, adults over 21 with full Medicaid, and other populations as specified by the Department that includes:
 - 1. Making at least three (3) attempts to provide outreach and education.
 - a) The first two (2) attempted contacts with each Participant should be telephone calls, at least one (1) day apart, within ten (10) Business Days of enrollment with Maryland Medicaid; and
 - b) If this contact is unsuccessful, a written notice should be sent within ten (10) Business Days of the second phone attempt;
 - 2. Documenting all outreach and education attempts in order to provide the Department with specific details as requested; and
 - 3. Submitting quarterly reports to the Contract Monitor, on the number of outreach attempts completed each month. The quarterly reports are due January 15, April 15, July 15 and October 15 of each contract year after the initial Implementation Phase.

2.4.2.3.5 Coordination with Public Health and Other Entities

The Contractor shall:

- A. Work closely and cooperatively with the Department, LHDs, OOH, and FQHCs, to do the following:
 - 1. Promote prevention of oral health disease in collaboration with community-linked EPSDT programs and services, such as school-based health centers and 'Head Start' programs;
 - 2. Coordinate with the LHDs when a Participant requires transportation services;
 - 3. Coordinate with entities, including but not limited to, case management providers, community services organizations, dental provider associations, advocacy groups, dental Providers, schools, OOH, LHDs, local Departments of Social Services (DSS), family members, and other interested parties, when such parties are working on behalf of the Participant to secure needed dental care for the Participant; and
 - 4. Participate in quarterly advisory meetings with the Department, OOH, and dental advocacy groups to focus on Participant outreach and education across the State; and
- B. Coordinate with other entities to comply with all applicable federal and State confidentiality requirements, and, at minimum, include following up with the Participant or

the Participant's responsible party in regard to the issue/need communicated by the interested party.

2.4.2.3.6 Participant Communication and Written Outreach and Education Materials

The Contractor shall:

- A. Create Participant materials that meet the following standards:
 1. Be worded at a 6th grade reading level, unless otherwise approved by the Department;
 2. Be culturally appropriate to the needs of the populations to be served;
 3. Comply with the standards in the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 et seq., Section 1557 of the Affordable Care Act;
 4. Be clearly legible with a minimum font size of 12 pt. unless otherwise approved by the Department;
 5. Be translated and available in Spanish;
 6. Be translated and made available to any group identified by the Department with limited English proficiency;
 7. Be made available in alternative formats upon request by Participants at no additional charge, including large print, upon request, for persons with physical, sensory, and/or cognitive disabilities; and
 8. Be approved by the Department;
- B. Not use the 'Great Seal of Maryland' or any Department logo, trademark, or copyrighted material on communication material without the written approval of the Department;
- C. Be responsible for the cost of design, printing, and distribution (including postage) of all participant materials. Additionally, the Contractor shall comply with all federal postal regulations and requirements for mailing of all materials. The Department 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;
- D. Provide Participants with written notice of any changes in policies or procedures described in written materials previously sent, at least thirty (30) Calendar Days before the effective date of the change;
- E. Ensure all education and outreach materials be made publicly available for download at no additional charge; and
- F. Update all education and outreach materials annually and obtain Department approval to ensure information is current and accurate.

2.4.2.3.7 Education Materials

Any educational materials must adhere to standards described in **Section 2.4.2.3.6** above, be developed in consultation with OOH and be approved by the Department prior to use.

The Contractor shall, at a minimum, educate Participants, parents, and caregivers on the following:

- A. The importance of good oral health during childhood and pregnancy;
- B. The importance of, and recommendation for, a dental visit and/or risk assessment when their first tooth appears, or on or before age one (1), and regular dental visits thereafter as recommended by a dental health professional;
- C. Prevention of oral disease;
- D. Safety of dental care during pregnancy;
- E. Anticipatory guidance for prevention of early childhood caries;
- F. The importance of diet in preventing oral health problems, which includes a discussion of the impact of bottles and sippy cups on oral disease;
- G. Counseling for oral habits;
- H. The importance of water fluoridation and fluoride in toothpaste, varnish, mouth rinse, and gels;
- I. The importance of drinking tap water if your community water system or private well has fluoride in it;
- J. Appropriate use of fluoride supplements (e.g., tablets, drops, lozenges);
- K. Prevention of orofacial trauma, including listing of resources to assist in detecting child abuse and/or neglect;
- L. The need for dental sealants in preventing oral disease; and
- M. The impact of substance abuse (e.g., alcohol and tobacco) on oral health, including listing of resources for prevention and cessation.

2.4.2.4 Participant and Provider Assistance and Communication

As specified below, the Contractor shall operate a toll-free Participant and Provider Call Center to provide accurate and timely assistance, including appointment assistance and grievance and appeal handling, for Participants and Providers.

2.4.2.4.1 Call Center

The Contractor shall:

- A. Assume the current Call Center toll-free number, 1-855-934-9812, and install, operate, monitor, and support an automated call distribution system;
- B. Equip the Call Center to have the ability to manage the following general functions:
 - 1. Responding to questions regarding available dental services, requirements to become a Provider, procedures for filing a complaint or grievance, and billing information in an accurate and timely manner;
 - 2. Locating a participating Provider and providing appointment assistance for Participants and warm transfers to Providers as needed;
 - 3. Locating a Provider to treat a Participant when no participating Provider is available within Contract access standards;

4. Ensure that all necessary appointment arrangements have been made, including transportation when necessary;
 5. Handling Provider and Participant grievances and appeals; and
 6. Assisting Participants in selecting a new Dental Home.
- C. Ensure that service requirements for the Call Center include the following:
1. Operate a toll-free, HIPAA-compliant, automated call distribution center for Participants and Providers, either separately or combined;
 2. Have the capability to accommodate all calls free of charge to the caller, including those requiring:
 - a) The use of TTY (teleprinter, teletypewriter or teletype) or Maryland relay services for the hearing impaired;
 - b) An interpreter for callers who speak Spanish or other foreign languages; and
 - c) The ability to link to Limited English Proficiency (LEP) services with the LEP coordinator of each jurisdiction;
 3. Maintain a sufficient number of adequately trained staff to operate the Call Center from 7:30 am to 6:00 pm Eastern Standard Time (EST), Monday through Saturday;
 4. Monitor for performance that ensures all Call Center staff are responsive, courteous, and accurate when responding to calls;
 5. Develop and utilize a Department-approved policy thirty (30) Calendar Days prior to the Go-Live Date for handling calls received outside Call Center hours to triage calls and manage emergencies;
 6. Have a system for referral for services which includes “safety net” Providers, teaching institutions, and facilities necessary to ensure that Participants are able to access services that are not covered by the MHSDP;
 7. Have the technological capability to allow for monitoring and recording of calls, both by the Contractor and by the Department, for quality, accuracy, and professionalism;
 8. Implement an annual call satisfaction survey, offered either randomly or routinely to customers;
 9. Utilize an electronic system that allows Call Center staff to document calls in sufficient detail for reference, tracking, and analysis;
 10. Maintain a Call Center documentation system, developed in conjunction with the Department, which must contain sufficient flexibility and reportable data fields to accommodate production and ad-hoc reports;
 11. Have reportable fields to accurately capture the type of all calls (inquiry or grievance), date, subject, Participant jurisdiction, and resolution of each call;
 12. Have a plan approved by the Department thirty (30) Calendar Days prior to the Go-Live Date for providing uninterrupted Call Center services and system access in the event the primary Call Center facilities are unable to function in their normal capacity;

13. Have the ability to hire temporary staff during periods of time with high call volumes;
14. Have the ability to meet the following performance standards, including:
 - a) 95% of all calls must be answered within three (3) rings or fifteen (15) seconds;
 - b) Number of busy signals or abandoned calls cannot exceed 3% of the total incoming calls each month;
 - c) The wait time in queue or on hold should not be longer than two (2) minutes for 95% of the incoming calls;
 - d) All calls requiring a call back, including calls received outside of call center hours, should be returned within one (1) Business Day of receipt; and
- D. Submit a quarterly report to the Contract Monitor on Call Center performance standards in **Section 2.4.2.4.1C(14)**.

2.4.2.4.2 Appeals Process

The Contractor shall:

- A. Utilize Department-approved policies and procedures for processing and tracking appeals that are received in writing, within time frames established by the Department;
- B. Participate in all appeal procedures, as required by the Department;
- C. Implement a tracking system to follow appeals through each stage of the process;
- D. Track and monitor all requests for appeals and notifications of their resolution, which must be made available to the Department upon request;
- E. Utilize Department-approved templates for Participant notifications;
- F. Have the ability to aggregate and analyze appeal data, as requested by the Department and on an ad-hoc basis;
- G. Establish a plan for handling appeals, to be submitted for approval to the Contract Monitor fifteen (15) Business Days prior to the Go-Live Date. The plan must utilize Department-approved policies and procedures for recording, investigating, resolving, and analyzing appeals within State-established time frames. Maintain sufficient staff, as required by the Department, trained to investigate and participate in appeal proceedings, within Department-approved time frames;
- H. Have an electronic documentation system that includes, at a minimum, a complete description of the appeal, investigation, resolution, and participant/provider notification. All written notifications shall utilize a Department-approved template;
- I. Provide procedures for gathering aggregated data and analyzing in a report monthly or as requested by the Contract Monitor on an ad-hoc basis;
- J. Provide a clinician, holding a valid Maryland State dental license, for in-person testimony at all dental Administrative Hearings. See **Section 2.4.2.5.2**;
- K. Provide written notice of adverse determinations within one (1) Business Day of the decision using language approved by the Department, for denials based on medical necessity, medical eligibility, as well as technical eligibility (as appropriate). The Contractor shall provide the notice as specified by appropriate regulation and/or

Departmental policies to Participants (and/or the Participant's representatives) who have been denied, or the provider if appropriate;

- L. In addition to the requirements in K. above, include the following information supplied by the Department on all denial notices:
 - 1. Current appeal and fair hearing information;
 - 2. Language Accessibility Statement; and
 - 3. 'Nondiscrimination Statement & Requirements' documents compliant with Section 1557 of the Patient Protection and Affordable Care Act; and
- M. Unless otherwise specified by Department guidance, only licensed clinicians shall make medical denial determinations.

2.4.2.4.3 Provision of Contractor Staff in Support of Appeals

- A. The Contractor shall provide appropriate staff to attend meetings in person to assist with the preparation of a defense at administrative hearings or other legal hearings requested by the Department. Typically, such in-person meetings shall occur at the Maryland Department of Health Office, the Office of the Attorney General, or other Baltimore area locations.
- B. If required by Department legal staff, the Contractor shall provide appropriate and knowledgeable staff for dispositions concerning adverse determinations that are appealed.
- C. With approval of the Contract Monitor or Department legal staff, consultation with Contractor staff, including potential witnesses at hearings or other legal proceedings, may take place via teleconference or video conferencing.
- D. The Contractor shall provide one or more appropriate clinical resources to attend administrative hearings or other legal proceedings to appear as a witness to assist the Assistant Attorney General (AAG) in defending against an appeal. The location of any such legal proceeding usually would occur at the Maryland Office of Administrative Hearings in Lutherville, Maryland, but could take place at any location in Maryland.
- E. Throughout the appeals process, the Contractor must act as a real time informational resource to the AAG by answering questions, providing descriptions of processes as needed, or reacting to statements or testimony from the appellant or its attorney.
- F. The Contractor will not be paid for participation by its staff in meetings with Department legal staff to prepare a defense for an appeal, for providing dispositions, or acting as a real-time, in-person resource or appearing as a witness at administrative hearings or other legal proceedings.
 - 1. The Contract Monitor or Department legal staff shall approve actual individuals participating in such activities.
 - 2. The Contractor will not be paid for any expenses (mileage, tolls, parking, meals, lodging, etc.) for any meeting or other proceeding that occurs anywhere in Maryland.

2.4.2.4.4 Liquidated Damage Pertaining to Appeals

Failure of the Contractor to provide staff to consult with Department legal staff or witnesses in legal proceedings during the Contract Term will result in 'Liquidated Damages' as described in **Section 3.4** of the RFP.

2.4.2.4.5 Complaints and Grievance Process

The Contractor shall:

- A. In collaboration with the Department, develop and design a 'Complaints Management System' by the Go-Live Date to manage all complaints and grievances received. Complaints and grievances may be received via phone call, mail, or email on all aspects of service delivery, including complaints related to access to care;
- B. Using the Complaints Management System, track and manage all complaints and grievances submitted to the Contractor by Participants, Providers, and others;
- C. Provide an administrative review and a monthly report of all complaints and grievances;
- D. For all complaints and grievances involving billing, conduct an analysis of the Provider's billing and service record and present this information to the Contract Monitor;
- E. Have sufficient staff trained to receive, track, investigate, monitor, and resolve all complaints and grievances within the following timeframes:
 1. Emergency, clinical issues – within twenty-four (24) hours of receipt or by close of the next Business Day;
 2. Non-Emergency clinical issues – within five (5) Calendar Days of receipt; and
 3. Non-clinical issues – within thirty (30) Calendar Days of receipt; and
- F. Communicate with the Department about the status of all complaint investigations.

2.4.2.5 Contractor Staffing Requirements

The Contractor shall ensure staffing levels are maintained throughout the duration of the Contract, identifying Key Personnel that must be located in Maryland and well-versed in Maryland rules and regulations, and identifying which positions must have priority and a transition plan for when a position becomes vacant.

2.4.2.5.1 Staffing Requirements

The Contractor shall:

- A. Be responsible for assuring that all persons, whether they are employees, agents, subcontractors, Providers or anyone acting for or on behalf of the Contractor, are authorized to render services under applicable Maryland law and/or regulations. The Contractor shall not have an employment, consulting or any other agreement with a person that has been debarred or suspended by any federal or State agency for the provision of items or services related to the entity's Contractual obligation with the State;
- B. Employ and maintain a sufficient number of qualified Key Personnel with appropriate experience, located in Maryland and/or dedicated to the resulting Contract and knowledgeable about applicable federal and Maryland laws, rules and regulations, who will be responsible to perform all the terms and functions of this RFP in the time periods prescribed by this RFP or by Department regulations as specified in **Section 2.4.2.5.2**;

- C. Adjust staffing configurations as needs arise, with the approval of the Contract Monitor except for staff members included in **Section 2.4.2.5.2**, as long as the Contractor's proposed and Department approved total Full Time Equivalents (FTEs) does not change;
- D. Implement its 'Staffing Plan' as proposed in its Technical Proposal. By the Go-Live Date, the Contractor shall at all times maintain staffing levels at 95 percent of its proposed staffing plan set forth in its Technical Proposal or its modified Staffing Plan as approved by the Contract Monitor. The staffing for the plan covered by this RFP must be capable of fulfilling the requirements of this RFP;
- E. Make available to the Department reasonable access to its staff, including liaisons that shall be available to attend scheduled meetings with the Department and periodic meetings with participant/advocacy groups, or Providers;
- F. Make available its 'Chief Dental Director' or representative approved by the Department for attendance at, and testimony before, legislative proceedings (see **Section 2.4.2.5.2E**);
- G. Make available management staff with decision-making authority (including Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Dental Director, Quality Assurance Director, and Director of Information Technology) to attend meetings with Department staff, within twenty-four (24) hours' notice;
- H. Assure that all clinical staff shall have sufficient training in and understanding of the MHS DP, services available, and criteria for receiving such services;
- I. Not allow a single individual to hold more than one position unless otherwise specified and approved by the Department;
- J. Certify that clinicians that are reviewing preauthorization requests are not enrolled as a Maryland Medicaid Provider, nor will the chosen Contractor subcontract with a Maryland Medicaid Provider;
- K. Seek approval from the Contract Monitor in accordance with **Section 3.11** of any changes to Key Personnel; and
- L. For the purpose of reporting staffing levels in **Section 2.4.2.5.1**, submit to the Contract Monitor by the 15th of each month, a list of all Contractor Personnel with associated full-time equivalencies (FTE) (40 hours equal one (1) FTE position) and the number of days of any vacancies for those Personnel for the previous month. The Contract Monitor will compare this monthly staffing report to the Contractor's Staffing Plan for the purposes of calculating Liquidated Damages (see **Section 3.4**).

2.4.2.5.2 Minimum Requirements

The minimum staffing requirements of this RFP are as follows:

- A. A full-time administrator (Project Director) dedicated 100% to the Contract, specifically located in Maryland and responsible for the coordination and operation of all aspects of the Contract. This person shall be at the Contractor's executive level and must be approved by the Contract Monitor, including upon replacement;
- B. Sufficient numbers of trained and experienced staff to conduct daily business in an orderly manner, including functions such as administration, accounting and finance, preauthorizations, appeal resolution system, and claims adjudication and reporting;

- C. A Provider Relations Director and a minimum of one (1) Provider Relations Field Representative, dedicated 100% to the Contract, for each of the five (5) State regions as outlined in the Joint Chairman’s Report (JCR), whose primary duties include development and implementation of the Contractor’s on-going strategies to increase provider participation and to perform other necessary provider relation activities;
- D. An Outreach and Education Director and a minimum of two (2) full-time Outreach and Education Coordinators dedicated 100% to the Contract, whose primary duties include the development and implementation of the Contractor’s ongoing strategies to increase utilization of dental services, non-compliant Participants as described, and perform all other necessary outreach and education activities in **Section 2.4.2.3.7**;
- E. A Dental Director, who is a Dentist licensed and physically located in the State of Maryland, that is responsible for ensuring the proper provision of covered services to Participants;
- F. One or more clinicians (a Dentist/Dental specialist) who has a valid dental license in the State of Maryland and who is not enrolled in Maryland Medicaid, to represent the Department and the Contractor at all dental Administrative Hearings;
- G. Sufficient qualified, clinically-trained personnel, who are not enrolled in Maryland Medicaid, whose primary duties are to assist in evaluating medical necessity for dental services, completing dental chart audits, and providing expert testimony at Office of Administrative Hearings (OAH);
- H. A Quality Assurance Manager to coordinate requirements and monitor quality of care, as described in **Section 2.4.2.6** of this RFP;
- I. An appropriately experienced Information Technology Director to manage all necessary data functions including eligibility, claims, and reporting;
- J. Sufficient staff to maintain all participant and provider Call Center functions including, but not limited to, being responsible for explaining the Maryland Healthy Smiles Dental Program , assisting Participants in the selection of dental Providers, assisting Participants to make appointments and obtain services, and handling Participant and Provider grievances and appeals;
- K. A Chief Financial Officer that has direct supervisory responsibility for all personnel performing financial functions required for the fulfillment of the Contract;
- L. Sufficient audit staff to conduct and oversee audits in accordance with OIG methodology and the Contractor’s approved Audit Plan (see **Section 2.4.2.2.4(F)**);
- M. One (1) Provider Enrollment staff whose primary responsibility is to act as a liaison to the Department for all enrollment/credentialing activities and to ensure to ensure that the Contractor’s Provider network is in sync with the Department’s Provider file; and
- N. One (1) full-time staff, dedicated 100% to the Contract, whose primary responsibility is to research and resolve claims adjudication errors.

2.4.2.6 Quality Management and Evaluation

2.4.2.6.1 Quality Assurance Program

The Contractor shall:

- A. Manage an internal Quality Assurance Program that is comprehensive and routinely and systematically monitors access, availability and utilization of services, customer satisfaction, Provider network adequacy, and any other aspects of the Contractor's operation that affects Participant care;
- B. Submit a written plan by the Go-Live Date, to be approved by the Contract Monitor, that at a minimum includes:
 1. A description all aspects of its Quality Assurance Program;
 2. Measurable goals and objectives;
 3. The Contractor's plan to address both clinical and non-clinical aspects of care;
 4. Policies and procedures for completing monthly Quality Assurance checks including:
 - a) Automatic claims processing;
 - b) Third Party Liability (TPL) payments and Coordination of Benefits processing;
 - c) Claims edits for different benefit packages/populations served;
 - d) Inter-rater reliability of both preauthorization decisions and audit results; and
 - e) All demographic and special needs groups, care settings, and types of services;
- C. Submit a revised plan to the Contract Monitor thirty (30) Calendar Days prior to the end of each Contract year;
- D. Implement, operate, and maintain a Quality Assurance Program and all necessary processes and procedures, including timelines, in accordance with its written plan described in **Section 2.4.2.6.1B**;
- E. Look for opportunities for quality improvement and implement timely corrective action;
- F. Be required to meet the measures as determined by the Department that will be based on any of the requirements in this RFP. (See **Section 3.4.2 – Liquidated Damages other than MBE**);
- G. Report to the Contract Monitor monthly on the status of the MHSDP;
- H. Be required to submit to and cooperate with any federal or State audit of the MHSDP as determined necessary by the Department;
- I. Form three (3) advisory groups within the first three (3) months of the initial Contract year to ensure the receipt of ongoing feedback on its administration of the MHSDP from Participants and Providers. One group shall be composed of Participants, one shall be composed of Providers, and the other group shall be composed of the Contactor and Department staff. Meetings should be scheduled in locations and at times that encourage maximum attendance as approved by the Contract Monitor. The Contractor shall be required to keep detailed minutes of each meeting. The Contractor shall review and evaluate these minutes as part of its Quality Assurance program and, as a result, implement any necessary corrective action. The Contract Monitor must approve all appointments to the groups, which include:
 1. The MHSDP Provider Advisory Board which shall meet at least quarterly, at roughly three (3) month intervals, and must consist of at least twelve (12) Dentists who represent different dental specialties and all geographic areas throughout the State;

2. The MHSDP ‘Participant Advisory Board’ which shall meet at least quarterly during the initial year of the Contract, with frequency to be determined by the Contract Monitor in subsequent years, and must have at least twelve (12) MHSDP Participants that represent all geographic areas and benefit packages throughout the State; and
 3. The ‘Oral Health Advisory Board’ which shall meet at least two (2) times a year and will include members of the Contractor, the Department, the OOH, Maryland Dental Action Committee (MDAC), and other relevant agencies;
- J. Develop, implement, and maintain a comprehensive internal Quality Management program that systematically monitors all aspects of the Contractor’s operation.

2.4.2.6.2 Evaluation

- A. The Contractor shall develop and administer three (3) annual surveys, with input from the three (3) advisory boards identified in **Section 2.4.2.6.1** to include:
1. A Consumer Perception of Care (CPOC) Survey;
 2. A ‘Provider Satisfaction Survey;’ and
 3. A ‘Call Center Survey’.
- B. For each of these annual surveys, the Contractor shall:
1. Obtain approval from the Contract Monitor prior to release of the survey;
 2. Construct and use a data file and sampling methodology approved by the Department to serve as the basis for the survey administration;
 3. Provide documentation to the Department detailing the survey sampling, data collection methods, and plan for data analysis and reporting;
 4. Make recommendations and provide documentation to the Department regarding any changes to the survey tools or protocols, including the survey methodology and administration;
 5. Provide annual summary documentation to the Department that includes interviewer training, monitoring/supervision of survey implementation, and quality control mechanisms utilized throughout the survey administration and analysis processes;
 6. Use available technological resources to enhance the accuracy of Participant contact information (e.g., addresses and telephone numbers);
 7. Produce survey reports to include a detailed report, an executive summary, and survey results in a format approved by the Department;
 8. Record results of positive and negative responses and share annually in the report provided to the Department;
 9. Provide copies of all survey raw data files to the Department upon completion of the survey data collection using a file format approved by the Department; and
 10. Take corrective action for repeated patterns or negative responses from the survey results.

- C. The Contractor shall describe how all survey and evaluation requirements outlined in this Section shall be met as part of the Communications and Management Plan (**Section 2.4.1.2.3**).

2.4.2.6.3 Corrective Action Plans

Corrective action plans shall be submitted to the Contract Monitor within timeframes set by the Department. All corrective action plans shall be approved by the Department before implementation. In addition to the items identified in the table below, the Contractor may suggest other subtasks, artifacts, or Deliverables to improve the quality and success of the assigned tasks.

- A. The Contractor shall have a process for submitting a corrective action plan that details the actions to be taken to correct identified deficiencies during performance of services under the Contract.
- B. Corrective action plans shall be determined to be adequate only if they address the following elements and components:
 - 1. Action items to address the identified deficiency, its root cause, and actions to prevent future deficiencies;
 - 2. Methodology to evaluate the effectiveness of actions taken;
 - 3. Timeframe for each action item, including plans for evaluation; and
 - 4. Responsible party for each action item, both operational and supervisory.

2.4.2.7 Eligibility

The Contractor shall maintain and utilize a Participant enrollment system populated with data provided by the Department for Medicaid eligibility information collected by the Contractor to verify active Medicaid enrollment prior to authorizing or paying for any dental services.

2.4.2.7.1 Participant Eligibility Procedures

The Department is responsible for providing updated enrollment information to the Contractor for eligible Medicaid Participants Tuesday through Saturday of each week; schedule is subject to change based on holidays.

In turn, the Contractor shall:

- A. Operate a system that electronically accepts and automatically processes Maryland Medical Assistance eligibility files from MMIS-II on a daily basis, as well as a full replacement file when deemed necessary by the Department;
- B. Automatically load and process updates received in the daily Maryland Medical Assistance eligibility files from MMIS-II by 5:00 A.M. EST to ensure Medicaid Participant eligibility data is accurate and timely;
- C. Provide a nightly roster of enrolled Participants for reconciliation with the Department's eligibility data and resolve any discrepancies timely and /or notify the Department of any reconciliation issues by 9:00 A.M. EST;

- D. Determine whether a Participant who is requesting assistance for dental services, or for whom preauthorization is requested, is eligible for a specific service pursuant to MHSDP policy;
- E. Refer individuals that have lost Medicaid eligibility, to their local DSS, the 'Maryland Health Connection,' or LHD eligibility worker for assistance and provide the person with the 'Oral Health Resource Guide,' as requested;
- F. Verify during claims adjudication that the Participant was eligible for dental services on the date of service; and
- G. Add additional Participants eligible for dental services to the Contractor's system, at the request of the Department.

2.4.2.7.2 Provider Enrollment Procedures

The Contractor shall:

- A. Operate a DASO System that electronically accepts and automatically processes Medicaid Provider files from MMIS-II on a daily basis. The Department shall enforce the automated update of Provider data based on updates received from MMIS-II, daily or in real-time. All exceptions and error handling must be resolved daily ahead of the next daily file update transmitted from MMIS-II;
- B. Upload Provider information based on Provider specialty, in order for the Contractor to receive claims and deliver payment for specific services, pursuant to Department policy;
- C. Specifically load Provider types based on Medicaid policy using categories of service, enrollment date, enrollment status (active-pay, active-no pay, rendering only, suspended, and terminated) and Provider specialty;
- D. Have the ability to adjudicate claims based on a combination of options such as National Provider Identifier (NPI) and Medicaid ID (MA#), including service location. An appropriate crosswalk to the provider's Medicaid number and other IDs must be maintained; and
- E. Verify during claims adjudication that the Provider has active enrollment with Maryland Medicaid on the date of service and was eligible for payment of dental services billed.

2.4.2.8 Claims Processing

2.4.2.8.1 Background Knowledge

In order to meet the standards in this section, the Contractor must be knowledgeable about:

- A. The current Medical Assistance Program's MMIS-II;
- B. Medicaid claims edits and the management and correction of errors;
- C. Medicaid regulations;
- D. Special claims processing procedures;
- E. HIPAA requirements for compliant billing systems and operations;
- F. Electronic billing claims processing systems;

- G. Latest version of the ADA's dental claims form;
- H. The Medical Assistance Program's billing instructions for dental claims and the HIPAA Electronic Data Interchange (EDI) Companion guides for dental (837) and remittance advice (835);
- I. 837 Health Care Dental Claim ANSI X12N 5010A1 (45 CFR Part 162, Subpart K and any subsequently promulgated version) – current version: 005010X224;
- J. 835 Health Care Payment Advice ANSI X12N 5010A1 (45 CFR Part 162, Subpart P and any subsequently promulgated version) – current version: 005010X221; and
- K. Technical data exchange capabilities to include Connect:Direct and the Maryland Medicaid Electronic Exchange (MMEE) Web Portal and the Maryland Medicaid secure File Transfer Protocol (FTP) site. See **Attachment R**.

2.4.2.8.2 Processing Abilities

During the life of the resulting Contract:

- A. The Department reserves the right to change its claims processing policies, which may affect the Contractor's procedures and operation, at no cost to the State.
- B. With the exception of proprietary software developed by the Contractor prior to, and independent of, its work on the Contract, the State will own all other material produced by the Contractor pursuant to the Contract. (See **Attachment M, Section 5**.)
- C. The Contractor shall pay Providers directly from a State-owned bank account, and then submit an automated file of these payments (weekly) to MMIS-II. MMIS-II will process these expenditures, and the resultant weekly payment record for the Comptroller of Maryland in Annapolis shall include these transactions. Since the Contractor will have already paid the Providers directly, the weekly Comptroller reimbursement will replenish the State-owned bank account by an amount equal to the most recent claims file processed through MMIS-II.

The Contractor shall:

- D. Develop and maintain an accurate, efficient, and automated claims processing system to receive and adjudicate claims for medically necessary dental services and transmit paid Medicaid eligible claims to the Department for purposes of drawing down federal funds and replenishing the State-owned bank account;
- E. Rapidly implement through its DASO System new federal and State laws, regulations, and policies related to claims processing without additional cost to the State;
- F. Maintain clear billing instructions for Providers;
- G. Reconcile payments made from the State-owned bank account from which Providers are reimbursed to ensure that only Medicaid services for Medicaid covered individuals are submitted to MMIS-II;
- H. Reconcile the net totals on the claims reports to the check register and electronic fund transfer register for each weekly claim submission and provide reconciliation documentation for the State-owned bank account to the Department monthly;
- I. Provide the State with a monthly end-of-month reconciliation the State-owned bank account including a list of outstanding checks;

- J. Provide to the State separate weekly requests for reimbursement with the detailed claim processing report in a State-approved format;
- K. Link all preauthorizations to the Contractor's claims processing system, allowing for service specific authorization timeframes;
- L. Process authorizations and claims at no cost to Providers within the MHSDP network;
- M. Provide a daily Participant count, as required by the Department;
- N. Maintain the current product IDs for each MHSDP benefit plan;
- O. Implement a system, within fifteen (15) Calendar Days of the Go-Live Date, to cost avoid and prevent payment of services when Medicaid provides information on third party insurance coverage;
- P. Accept and process paper and electronic claims submitted on HIPAA-compliant paper billing forms or in HIPAA compliant 837 electronic format;
- Q. Have the ability to automatically change, track, and report (without any manual intervention) the source of payment based on time in treatment for the specified service type, Participant eligibility, and any other criteria as required by the Department;
- R. Allocate administrative costs in order to claim Federal Fund Participation (FFP) for all Contractor functions related to the management of Medicaid;
- S. Immediately notify the Department, within thirty (30) minutes of receiving notice of the first connection error, and providers of any connectivity problems that cause interference with normal business practice; and
- T. By way of a secure environment the Contractor shall:
 - 1. Verify Participant eligibility information on all claim transactions submitted;
 - 2. Verify Provider eligibility information on all claim transactions submitted;
 - 3. Ensure Provider information submitted on claims transactions match the Provider information in MMIS-II;
 - 4. Verify any and all TPL insurance billing information;
 - 5. Verify preauthorization of claims as required by the Department;
 - 6. Have the ability to adjudicate claims based on the billing National Provider Identifier (NPI) number which must crosswalk to the Provider's Medicaid number;
 - 7. Implement DASO System edits to ensure compliance with all Medicaid policies, procedures and requirements;
 - 8. Have the ability to classify source of payment by Participant eligibility;
 - 9. Provide the Department with online access to information regarding the Contractor's claims processing system edits and criteria;
 - 10. Develop a Web Portal to accept direct data entry of claims at no additional cost to the Providers, to be approved by the Department fifteen (15) Business Days prior to the Go-Live Date;

11. During pre-transition, accept claims payment history from 2016 from the prior DBA and retain throughout duration of the Contract;
12. Accept and send claims in a HIPAA-compliant 837 format;
13. Within five (5) Business Days of receipt of an electronic claim lacking sufficient information to process, return the claim to the Provider with an error code and explanation of the reason that the claim was returned;
14. Process 100 percent of clean paper claims within thirty (30) Calendar Days and 100 percent of clean electronic claims within fourteen (14) Calendar Days of receipt;
15. Provide, upon request and via Contractor website, documentation that can be downloaded regarding the procedures and processes for appealing the Contractor's complete or partial denial of any claim;
16. Assign to each claim a unique transaction identifier that indicates the date the claim was received by the Contractor and the input source (e.g., paper, electronic media, Web Portal);
17. Make, at a minimum, weekly payments to Providers consistent with requirements of the Department, including receipt of Electronic Funds Transfer (EFT) payments;
18. Electronically submit paid claims to MMIS-II within seven (7) Calendar Days of the date the claim was paid by the Contractor using the 837D formats;
19. Submit claims using the Department's Maryland Medicaid Electronic Exchange (MMEE) Web Portal or secure FTP portal (**Attachment R**);
20. Provide safeguards to prohibit unnecessary and inappropriate submission of duplicate claims; electronically retrieve and process a weekly payment advice file from Department and report any differences between claims submitted for payment by the Contractor to MMIS-II and claims paid by MMIS-II within five (5) Business Days from the time the 835 file is made available (this file will be accessible via MMEE and will be used to reconcile the 837 claims sent to the Department for FFP);
21. Resolve all denied claims within two (2) years from date of service and monitor for anomalies in excessive accumulation of denial reason codes;
22. Notify the Department weekly of the status of denials or claims processing issues/resolution;
23. Retract payments from Providers when it is subsequently found that there was no documentation to substantiate the claim;
24. Void and resubmit claims to MMIS-II when appropriate;
25. Collect W-9s from Providers in order to pay claims appropriately;
26. Issue IRS 1099 forms annually to Providers;
27. Generate explanation of payments (remittance) as appropriate for each Provider in electronic format (or paper if Provider requests);
28. Provide the Department with remote access to the Contractor systems for up to ten (10) Department staff for on-line, real time access to the claims and authorization system; and

29. Adjudicate all claims received whether in either electronic or paper format.

2.4.2.8.3 Claims Adjustments

The Contractor's certified DASO System shall:

- A. Have the capability to perform individual claims adjustments and corrections, which includes:
 - 1. Payment data necessary to delete or correct errors in billing or payment; and
 - 2. Allowance for 'online' corrections or deletions whereby the provider can "void" a claim prior to the close of a payment period and if needed, resubmit a corrected claim for reprocessing of the voided claim; and
- B. Have the capacity to perform automated electronic mass adjustments processed in a batch format whereby a retroactive rate change, eligibility change or any other change can be reprocessed ensuring correct Provider payment or other adjustments in the claims payment format designated by the Department.

2.4.2.8.4 Damages Associated with Claims Payments

- A. The Contractor shall be responsible for uncollected FFP under the Contract where MDH determines in its sole discretion that the failure to collect those funds is within the Contractor's control and shall notify the Department in writing, within thirty (30) Calendar Days, if unable to resolve FFP issues without State assistance. Examples of failures within the Contractor's control include, but are not limited to, the following:
 - 1. Failure to load Provider data from MDH at a timely basis which causes an unlicensed Provider to be incorrectly paid.
 - 2. Failure to perform required Prior Authorizations which result in claims being paid incorrectly.
 - 3. Adjudication of claims not in accordance with COMAR 10.09.05.
- B. Failure to notify the State will result in the Contractor's liability for the uncollected federal funds. The Contractor shall maintain documentation of its efforts in resolving claims issues between the Contractor and MMIS-II.
- C. In addition to other damages available or arising under the Contract, the Contractor shall be liable for incorrectly paid claims in all cases in which the Contractor's actions were solely responsible. 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 including, but not limited to, when the Contractor:
 - 1. Pays a claim for a provider who is a non-eligible Provider or who does not have an active Medicaid provider number in the MMIS-II;
 - 2. Makes an erroneous Participant eligibility determination and pays a claim for which the Participant is not eligible;
 - 3. Denies disputed claims that the Contractor has not resolved, which results in a failure to enter them into MMIS-II in time for processing within federal timely filing edits; or
 - 4. Pays an incorrect amount for a claim.

2.4.2.8.5 Claims Payments and Financial Reporting

The Contractor shall:

- A. Ensure that the funds for the claim payments remain separate from funds it receives for administrative compensation. Funds in the claims payment account can only be used for paying claims under the Contract and cannot be used by the Contractor to secure a loan, guaranty, debt or other obligation of the Contractor;
- B. Submit monthly bank statements for the claims payment account to the Department;
- C. Submit monthly reports of interest generated on monies in the claims payment account to the Department;
- D. Submit a Positive Pay Issue File to the State specified banking institution, through which the Contractor will pay Providers for all adjudicated claims. This file must meet all requirements of the specified banking institution;
- E. Submit all checks that are written off the State-owned bank account to meet all technical requirements of the banking institution;
- F. Ensure that its requests for reimbursement made to the State are made timely, such that claims are paid within prompt-pay requirements. Additionally, any monetary charges for claims not paid by the Contractor within prompt-pay claims processing requirements shall be borne by the Contractor and at no expense to the Department;
- G. Retain claims payment history for the duration of Contract and five (5) years thereafter (**see Attachment M, Section 24**);
- H. In collaboration with the Department, determine a reasonable maximum quantity allowed for certain dental services and use this information in determining over-utilization and be able to reject claims based on the “plan limitations exceeded” edit. For children, the Contractor shall be able to override these limits based on case-by-case ‘Medical Necessity’ determinations. See **Section 2.4.2.2.2**. This would be done in conjunction with the Contract Monitor;
- I. Receive and utilize the eligibility decision date in the adjudication of claims for retroactively-eligible Participants so that a claim meets the timely filing limits if the claim is submitted within twelve (12) months of the decision date or notice of eligibility;
- J. In order for claims to process successfully and for the Department to draw down FFP, the Contractor must submit data which corresponds to Participant eligibility and Provider eligibility data in MMIS-II;
- K. Accept all Provider data, in a format to be determined by the Department and the Contractor, in order to pay claims from somatic care Providers that apply fluoride varnish for children; and
- L. Have a standard operating process to detect and promptly report suspected fraud and abuse to the Contract Monitor and to cooperate in any prosecution.

2.4.2.9 Operational Phase DASO System Requirements

The Contractor shall:

- A. Not connect any of its own equipment to the Department’s LAN/WAN without prior written approval by the Department. The State will provide equipment as necessary for

support that entails connection to the State LAN/WAN, or give prior written approval as necessary for connection. (See **Section 3.7.4**);

- B. Ensure compliance with the State of Maryland “Information Technology Security Policy and Standards” (See **Section 2.3.2**), including but not limited to protecting the DASO System with firewalls, antivirus protection, secure ID authentication and access logging. The Contractor is responsible for maintaining the DASO System and applying all patches and updates to keep the System up-to-date;
- C. Provide a Disaster Recovery Plan for the claims processing system fifteen (15) Calendar Days prior to the Go-Live Date, which shall **include** backup, and recovery procedures, which will allow recovery of the system and all adjudicated claims data up to the moment of the disaster and successfully resume data collection within twenty-four (24) hours of any disaster. The Disaster Recovery Plan shall include:
 - 1. Objectives of the plan;
 - 2. What situations and conditions are covered by the plan;
 - 3. Technical considerations;
 - 4. Roles and responsibilities of Contractor staff;
 - 5. How and when to notify the Department’s Contract Monitor;
 - 6. Recovery procedures; and
 - 7. Procedures for deactivating the plan;
- D. Ensure the secure protection, backup and disaster recovery measures are in place and operational no less than fifteen (15) Calendar Days prior to the Go-Live Date and for the duration of the Contract, and ensure the integrity and availability of the data to the Department;
- E. Follow Maryland State procedures for the disposal of confidential data, including the shredding of paper records and the destruction of magnetic or other storage media. Refer to the State of Maryland “Information Technology Security Policy and Standards” (See **Section 2.3.2** and **Section 3.7.4**);
- F. Provide for physical and electronic security of all PHI generated or acquired by the Contractor in implementation of the Contract, in compliance with HIPAA, and consistent with the Business Associate Agreement executed between the parties (See **Attachment J**). The Contractor shall provide within thirty (30) Calendar Days after Contract Commencement and maintain for the entire Contract Term, an information security plan for review and approval by the Contract Monitor. The Contractor must make any changes to the information security plan requested by the Contract Monitor and resubmit the plan within five (5) Business Days of the request;
- G. Have the following on-site security requirement(s):
 - 1. Any person who is an employee or agent of the Contractor or any subcontractor and who enters the premises of a facility under the jurisdiction of the Department 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;
 - 2. Further, the Contractor, its employees and agents and subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417

and such other security regulations of the Department about which they may be informed from time to time; and

3. Failure of any of the Contractor's or subcontractor's employees or agents to comply with any security provision of the Contract that results from award of this solicitation is sufficient grounds for the Department to terminate for default in accordance with COMAR 21.07.01.11 (See **Section 3.7.1**);
- H. Have the following security access requirement(s):
1. For any Contractor or subcontractor employees are required to provide services onsite at any State facility, the Contractor and/or subcontractor will be required to provide and complete all necessary paperwork for security access to sign on at the State's facilities. This may include conduct and provision to:
 - a) State and/or Federal criminal background checks; and
 - b) Fingerprinting, for each individual performing services on-site at a State facility. These checks may be performed by a public or private entity and, if required, shall be provided prior to the employee's providing on-site services; and
 2. The Department reserves the right to refuse to allow any individual employee to work on State premises, based upon information provided in a background check. At all times, at any facility, the Contractor's personnel shall ensure cooperation with the State's site requirements (see **Section 2.4.1.6**);
- I. Perform DASO System updates as requested by the Contract Monitor. Changes, corrections or enhancements to the system shall be characterized as a DASO System improvement. These changes may result from a determination by the Contractor or the Contract Monitor when a deficiency exists within the Contractor's system. Should the Contractor feel that changes, corrections or enhancements are needed to the system, the Contract Monitor must be advised of the changes, corrections or enhancements and must approve before implementation; and
- J. Adapt to any and all changes in order to fulfill all the tasks outlined in this RFP, when advised by the Department of changes to MMIS-II throughout the Contract period.

2.4.2.9.1 DASO System Operational Requirements

- A. General DASO System Requirements. The Contractor shall:
1. Not connect any of its own equipment to the Department's LAN/WAN without prior written approval by the Department; and
 2. Maintain the DASO System and apply all patches and updates to keep the DASO System up-to-date.
- B. DASO System Maintenance. The Contractor shall:
1. Perform software maintenance and DASO System changes for the component parts of the Contractor's MIS, as requested by the Department to include:
 - a) Conversion of historical records;

- b) Activities necessary to provide for continuous effective and efficient operation of the Contractor's MIS to keep it ready and fit to perform at the standard and condition for which it was approved;
 - c) Activities necessary to ensure that all data, files, and software are current and that errors are minimal;
 - d) Activities related to file growth and partitioning, with no archiving of records;
 - e) LAN administration and maintenance to ensure performance standards are met;
 - f) Maintenance of current Department-approved versions of licensed software, and accommodation of reasonable changes in numbers of users;
 - g) Maintenance of the integrity and confidentiality of all PHI in accordance with State of Maryland and federal laws and regulations, and the highest State data security standards;
 - h) File maintenance activities for updates to all files;
 - i) Scheduling ongoing tasks to ensure DASO System tuning, performance, response time, database stability, and processing, during hours least disruptive to users accessing the system;
 - j) Adherence to DASO System parameters, including the frequency, number, and media of reports;
 - k) Changing edit disposition parameters for established edit or audit criteria; and
 - l) Addition of new values and changes to existing DASO System tables;
2. Make software changes within a reasonable timeframe, as directed by the Contract Monitor, when the Department determines that additional requirements need to be met or that a change to existing file structures or current processing is needed. These changes include:
- a) Implementation of capabilities not specified in this RFP or agreed to during the transition;
 - b) Implementation of edits and audits not defined in the operational DASO System accepted by the Department and certified by CMS;
 - c) Changes to established reports, screens, or tape formats, such as sort sequence, new data elements, or report items; and
 - d) Acceptance of a new input form.
- C. DASO System Change Process. The Contractor shall:
- 1. Be required to comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology (IT) projects, which may be created or changed periodically. The Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards, and guidelines affecting project execution; and
 - 2. Follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge (PMBOK) Guide.

Contractor's staff and subcontractors are to follow a consistent methodology for all activities.

3. Submit a change request form prior to approval that includes the following:
 - a) Tracking number;
 - b) Priority;
 - c) Title;
 - d) Description;
 - e) Cost, if appropriate;
 - f) Hours breakdown by labor type;
 - g) Target implementation date; and
 - h) Signature line for Contract Monitor's approval.
4. The DASO System change management process provides a mechanism to request, evaluate, prioritize, and coordinate system changes. DASO System changes can be defined as defects or enhancements. A defect or enhancement may be identified by the Department, DASO System user, or Contractor.
5. Defects and enhancements shall be documented by the Contractor in a tracking system. The tracking system shall 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 the Department.
6. Defects and enhancements that are addressed in a release are required to be documented in the release notes. The Contractor shall inform the Department of deployed defects and enhancements. Monthly reporting of the status of defects and enhancements shall include the relevant information from the tracking system.
7. All DASO System changes in response to defects and enhancements release shall be thoroughly tested and approved by the Department before moving the changes to production. The Contractor shall test the impact of the changes to the existing system and share the results of the testing with the Department prior to deploying the changes.
8. Defects and enhancements are categorized and prioritized by the Department as follows:
 - a) *Urgent* indicates that a critical system functionality is impacted, resulting in impact to users and/or business functions — to be resolved in 24 hours;
 - b) *High* indicates that an important system functionality is impacted, preventing efficient operations for the business functions — to be resolved in 48 hours;
 - c) *Medium* indicates an important but not urgent issue — to be resolved in 2-4 days; and
 - d) *Low* indicates cosmetic changes, which is not important and not urgent.

2.4.2.9.2 DASO System Operational Abilities

- A. The Contractor's DASO System shall be the primary tool utilized by the Contractor to manage, monitor, and provide reports on essential system functions, including:
 1. Participant eligibility determinations and Provider enrollment;
 2. Service authorizations;
 3. Provider network;
 4. Service utilization and expenditure by MHSDP benefit package;
 5. Claims processing, payment, and federal funds reimbursement;
 6. Identification of Providers at-risk for committing fraud, waste, and abuse, so that audits can be targeted to areas of greatest concern;
 7. Utilization patterns, identifying those by high-cost/high-need users or high-cost Providers — interventions shall be recommended by the Contractor to maximize clinical results and control costs; and
 8. Quality and outcome reporting.
- B. The Contractor shall:
 1. Collect and maintain all data to complete any requirements contained in this RFP;
 2. Collect and maintain all data required by the ADA claims form, or any revision thereof;
 3. Ensure the integrity and confidentiality of all data in accordance with State and federal laws and regulations and the State data security standards;
 4. Have the ability to electronically warehouse dental claims, authorizations, participant eligibility, Medicaid Provider data files and all other data collected since January 2016 in a secure manner;
 5. Build, maintain, modify, and support a web-based secure, user-friendly, interactive authorization and data reporting system with a point and click interface, using current technology that complies with State and federal confidentiality requirements and enables end users to quickly learn the system and access information;
 - a) MDH requires web-based applications accessible by all users with mainstream browsers. Mainstream browsers are defined as any browser that has greater than three percent (3%) of the US browser market or greater than three percent (3%) of the US mobile-browser market including all versions of that browser within the last two (2) years of the release of this RFP and across all supported operating systems;
 - b) No client-side software should be required (for example no thin client) and no plug-ins or add-ons to the browser. Any exceptions to this must be clearly stated with details describing the application and user access functionality;
 6. Through a secure FTP server, make the detail claims, authorization (including auxiliary data), Provider, Participant eligibility, FFP, and any other data files available to the Department and its designees on a regularly scheduled basis in a format that is compatible with the historical dental data sets, as well as acceptable to the Department;

7. Have edits in place to ensure that information collected is validated and meets the accuracy standards of the Department;
8. Respond to ad-hoc data requests in the time frame specified by the Department and produce reports that are validated against previously published data or any other comparable information, before confirming and distributing the reports to the Department;
9. Implement a Quality Assurance process, based on available or collectible data, which includes, at a minimum, fraud, waste, or abuse control (e.g., edits governing combination of services and number of services), Provider evaluation, cost control and effectiveness, and outcomes measurement subsystems;
10. Utilize system software and hardware platforms that are expandable and have the capacity to adapt to change based on State or federal requirements or Departmental policy changes; and
11. Implement computer system security measures, including system's backup and disaster recovery procedures for all services (See **Section 3.5**).

2.4.2.9.3 Data Capabilities

The Contractor shall:

- A. Collect and maintain all data to complete any required reports;
- B. Following the Department's approval, provide data glossary and dictionary, including definitions of all recorded data elements;
- C. Collect data as required for State reporting purposes; and
- D. As described in **Section 3.11.1**, employ one dedicated staff with expertise in reporting and data analysis that has access to the DBA's central company resources.

2.4.2.9.4 Data Sharing

The Contractor shall create a Management Information System (MIS) that:

- A. Utilizes unique identifiers for each Participant (including, but not limited to MA#), Provider (including, but not limited to MA#), and claim that are compatible with the unique identifiers established by Medicaid, which will allow for the identification of Participants, claims, or Providers in the existing Contractor data sets, and continue to assign unique identifiers based on this system to each new Participant, Provider, and claim;
- B. Receives, uploads, and processes data from the MMIS-II daily that includes, but is not limited to, Medical Assistance (MA) eligibility files, Provider files, and the 835;
- C. Submits (837D) and receives (835) HIPAA-compliant electronic claims information to and from MMIS-II;
- D. Submits weekly an electronic file, in a format that can be edited, to the Department containing a listing of the expenditures made to Providers, as well as reports summarizing the weekly claims paid by benefit package, and fiscal year of service;
- E. Exchanges data with Providers in secure electronic formats, including facsimile, as is appropriate to maintain the confidentiality of the data;

- F. Exchanges data in a secure electronic format with dental Providers, and other entities designated by the Department to improve coordination of care and service delivery; and
- G. Supplies data in secure formats approved by the Department.

2.4.2.10 Contractor-Supplied Hardware, Software, and Materials

- A. Applications shall be accessible from various client devices through a thin client interface such as a Web-browser (e.g., web-based email) or a program interface.
- B. The State shall be permitted limited user-specific application configuration settings.
- C. The Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided and shall keep all software current.
- D. All DASO System upgrades and regulatory updates shall be provided at no additional cost, with the exception of future MMT requirements detailed in **Section 2.4.4**.
- E. The Contractor shall install and provide all documentation for the software furnished under the Contract.
- F. The Contractor shall prepare software releases and stage at the Department for validation in the DASO System test environment. The Department will provide authorization to proceed. The Department will have the ability to manage the distribution of these releases to the appropriate sites. To support this requirement, the Contractor shall propose, provide and fully describe their solution for updating all sites with any new software releases.

2.4.2.11 Product Requirements

- A. Offerors may propose open source software; however, the Offeror must provide operational support for the proposed software as part of its Proposal.
- B. Offerors shall be authorized to furnish the proposed goods and services. Offerors proposing to resell services of another entity must be authorized by such other entity (See RFP **Section 5.3.2**).
- C. No international processing for State data: As described in **Section 3.7 Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.
- D. Any Contract award is contingent on the State's agreement, during the Proposal evaluation process, to any applicable terms of use and any other agreement submitted under **Section 5.3.2**. Such agreed upon terms of use shall apply consistently across services ordered under the Contract.
- E. The Contractor shall not establish any auto-renewal of services beyond the period identified in Contract documents.
- F. In addition to any notices of renewal sent to the Department, Contractors shall email notices of renewal to the e-mail address designated by the Contract Monitor.

2.4.2.12 Maintenance and Support

Maintenance and support, as well as the Contractor's ongoing maintenance and support obligations, are defined as follows:

- A. Maintenance commences on the Go-Live Date;
- B. Software maintenance includes all future software updates and DASO System enhancements applicable to system modules licensed without further charge to all licensed users maintaining a renewable software support Contract;
- C. Support shall be provided for superseded releases and back releases still in use by the State;
- D. For the first year and all subsequent Contract years, the following services shall be provided for the current version and one (1) previous version of any Software provided with the Deliverables, commencing on the Go-Live Date:
 1. Error Correction. Upon notice by the State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
 2. Material Defects. The Contractor shall notify the State of any material errors or defects in the Deliverables known, or made known to the Contractor from any source during the life of the Contract, that could cause the production of inaccurate or otherwise materially incorrect results. The Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
 3. Updates. The Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as "Updates") for any software Deliverable developed or published by the Contractor and made available to its other customers.
- E. Operations tasks to include virus scans;
- F. Activity reporting; and
- G. User support (Help Desk).
 1. The Contractor shall furnish Help Desk services for all software used under the Contract.
 2. Help Desk services shall be available during Normal State Business Hours.
 3. The Contractor shall utilize a Help Desk ticketing system to record and track all Help Desk calls. The ticketing system shall record with a date and timestamp when the ticket was opened and when the ticket was closed.
 4. Help Desk services shall be furnished using resources familiar with the State's account (e.g., calls shall not be sent to a general "Tier 1" call queue).

2.4.2.13 Technical Support

- A. The Contractor shall provide Technical Support during Normal State Business Hours.
- B. The State shall be able to contact a Technical Support team member twenty-four (24) hours per day, seven (7) days per week, and 365 days per year.
- C. Contractor personnel providing Technical Support shall be familiar with the State's MHSDP (e.g., calls shall not be sent to a general call queue).
- D. Calls shall be returned for service of emergency system issues within one (1) hour.

- E. Calls for non-emergency IT service requests will be returned within three (3) hours, or immediately the following day, if received after Normal State Business Hours.
- F. The State shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to State software.

2.4.2.14 DASO System Backup

The Contractor shall:

- A. Meet the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) metrics defined in the Service Level Agreement (see **Section 2.6**);
- B. Perform backups for all application and configuration data that necessary to restore the application to full operability on suitable hardware. The backup shall consist of at least:
 - 1. Incremental daily backups, retained for one (1) month;
 - 2. Full weekly backups, retained for three (3) months; and
 - 3. Last weekly backup for each month maintained for two (2) years;
- C. Encrypt the backups using a shared key;
- D. Perform a backup recovery at least semi-annually; and
- E. Provide on demand support for the State's recovery of a backup set.

2.4.3 PHASE 3: DASO End of Contract Transition Phase

- A. Transition shall begin approximately three (3) months before the end of the Contract Term or as otherwise directed by the Contract Monitor.
- B. Sixty (60) days prior to the first day of the last Contract year, the Contractor shall develop a Transition Plan and submit for approval to the Contract Monitor. State approval and acceptance of the plan is required.
 - 1. The Contractor shall update the Transition Plan within sixty (60) days of being notified that a transfer of responsibilities will occur.
 - 2. All data provided to the Department as part of Transition Plan shall be in formats approved by the Department.
- C. The Transition Plan shall:
 - 1. Describe how the Contractor will work with successor vendors, contractors, business partners and the Department to successfully transfer all pertinent data and operational/technical documentation as determined by MDH;
 - 2. Propose an approach to the transition;
 - 3. Identify the major tasks and sub-tasks necessary for successful transition;
 - 4. Include a high-level project schedule with milestone dates identifying activities required to be completed by the Contractor and Department;
 - 5. Identify all production data, software libraries, and other relevant documentation to be transferred, including documentation update procedures for the transition;

6. Include a plan for risk and issue management;
 7. Include a 'Transition Checklist' to track major activities needed to successfully transfer responsibilities;
 8. Describe how status of the transition will be reported; and
 9. Identify all facilities and any other resources required to operate the DBA including, data processing and imaging equipment, DASO System and special software, office space, telecommunications circuits, telephones, and other equipment.
- D. Thirty (30) days after being notified by the Department that DBA responsibilities are to be transitioned, the Contractor shall submit a letter to the Department identifying the individuals selected to serve on a 'Transition Management Team.'
1. The individuals that comprise the Transition Management Team shall not be Key Personnel or critical staff identified in **Section 2.4.2.5.2**.
 2. After receiving written approval of the letter (see **Section 2.4.3.B**) from the Department, the Transition Management Team shall be employed by the Contractor and commence with the start of transition.
 3. The Transition Management Team must support all activities associated with turning over responsibilities at the end of the Contract.
- E. Throughout the End of Contract Transition Phase, the Contractor shall:
1. Cooperate with the successor DASO contractor, other contractors, business partners and the Department in the planning and transfer of responsibilities;
 2. Provide to the Contract Monitor an updated OPM, training materials, policies and procedures, operational reports, interface layouts, data, and any other artifacts received, produced, or otherwise obtained during the Term of the Contract within a timeframe specified by the Department;
 3. Dedicate resources to support, facilitate, and manage the successful transfer of responsibilities — these individuals shall form the Transition Management Team (TMT).
- F. The TMT shall:
1. Be responsible for updating, managing, maintaining, and executing the Transition Plan and the transfer of responsibilities to a successor contractor;
 2. Oversee the planning and execution of all transition requirements to ensure a successful transition in compliance with this RFP;
 3. Be responsible for the review and update of all pertinent operational and technical documentation;
 - a) Operational and technical documents shall be reviewed and assessed by the Contractor for accuracy against the current state of operations and the version of the DASO 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.

- d) The results of the gap analysis and subsequent updates shall be submitted to the Department.
- e) The Department shall approve which documents shall be updated for the transition.
4. Attest that the documentation provided as part of the transition is current, and accurately and completely reflects the existing DASO System, in accordance with the contractual requirements of this RFP;
5. Facilitate and manage weekly transition status meetings, or at a frequency determined by the Contract Monitor, including the development and distribution of meeting agendas, status reports, supporting documentation and materials, meeting minutes, and action items;
6. Develop a 'Weekly Transition Status Report,' which shall be delivered to the Department within one (1) day 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 variance from the baseline if applicable 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 (2) months;
 - f) Status of contractually defined tasks, Deliverables, and milestones scheduled in the Transition Plan (to include any baseline variances); and
 - g) Any other information required by the Department.
7. Utilize the Weekly Transition Status Report to monitor and manage the Contractor's progress against the Transition Plan. If required, it shall be submitted on hard copy as well as on secure electronic media and/or via secure transmission in a format prescribed by the Contract Monitor;
8. Develop and maintain an issues log including action plans and action plan owners;
9. Develop a transition training plan detailing the approaches and methodologies of how the Contractor shall accomplish required training of Department staff;
10. Turnover all toll-free telephone numbers and other dedicated communications channels as part of the transition;
11. Perform a final settlement of all Contractor invoices;
12. Perform a final reconciliation of all accounts receivable;
13. Work with the new Contractor to ensure the data deficiencies are resolved, data definitions are understood and file layouts are created as determined by the Department to ensure seamless transition;
14. Transition all archived documentation to the Department or designee; and
15. Ensure successful transfer of operational and technical knowledge to the Department.

- G. If the transition is suffering from project issues or is significantly behind schedule, the Contract Monitor may issue a Corrective Action Plan (CAP) to the Contractor.
- H. Transition training tasks, Deliverables, and milestones shall include, but not be limited to:
 - 1. Schedule of planned training sessions;
 - 2. Number of staff to be trained per business/system functional area;
 - 3. Training subject topics with training objective descriptions and summaries for each training subject topic;
 - 4. Length of each training session;
 - 5. Location of training sessions; and
 - 6. Any final training/orientation of Department staff.
- I. The DASO 'Documentation Inventory List' shall include a complete assessment report for each of the following, but not be limited to:
 - 1. Detailed software design;
 - 2. Detail software specifications;
 - 3. Data descriptions;
 - 4. Data element dictionaries;
 - 5. Computer operations procedures;
 - 6. User documentation;
 - 7. Master list of all DASO System and DBA manuals; and
 - 8. Any other documentation that describes business rules, policies and procedures that drive DBA operations.
- J. The Department shall withhold final month's payments for services provided under the Contract until transition to a new Contractor is complete as determined by the Department and defined by the requirements of this RFP.
- K. At a date determined by the Department, the Contractor shall turn over:
 - 1. Any documents related to the Contract as requested by the Department; and
 - 2. All work-in-process items, including all open Call Center tickets and pre authorizations.

2.4.4 Phase 4: DASO Future Activities

This Contract is part of the MMT Program. The MMT Program is comprised of several modules that aim to achieve integration throughout the MDH Medicaid Enterprise. As MMT modules become operational, the Contractor shall integrate with MMT modules at the discretion of MDH. Offerors shall include rates for the labor categories found in **Section 3.10.7** as part of their Financial Proposal **Attachment B**. Integration activities with future MMT modules are executed via the 'Work Order' process found in **Section 3.14**.

- A. The Contractor shall provide a 'Future Activities' price sheet, found in **Attachment B**, with 8,060 hours available over every year of the Contract to integrate with future MMT

modules. Future activity hours will be utilized by MDH as needed and, as such, the Contractor should not assume the hours will be utilized for every year of the Contract.

- B. Unused hours shall carry over to the next and subsequent Contract years. Hours are to be used on a first in, first out basis.
- C. The Contractor shall submit an estimated number of resources and their rates to MDH prior to executing each new MMT module integration Work Order, see **Section 3.14**.
- D. Future activity hours shall be billed to MDH monthly via the DASO Future Activity invoicing process, see **Section 3.3.4**.

The Contractor shall be required to integrate with the following initiatives when instructed by MDH. The MMT modules are under separate contracts with other vendors. The awarded DASO vendor shall have to integrate with the future MMT Modules detailed in **Sections 2.4.4.1** through **2.4.4.7** upon request by the Department. The following subsections detail some of the future MMT Program 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.

2.4.4.1 Electronic Document Management System (EDMS)

- A. MDH will implement an Enterprise Document Management System (EDMS) as part of the MMT Program. MMT modules will send all documents, created or collected by the modules, to the EDMS which will permanently store them and make them available for search and retrieval. The EDMS will store operational files including:
 - 1. Letters and emails exchanged with Providers;
 - 2. Files uploaded by Providers to support Medicaid enrollment;
 - 3. Scanned images such as paper claims, attachments, and incoming faxes; and
 - 4. Operational reports.
- B. The EDMS will not be used for office documents, spreadsheets, and presentations, unless they fall into the categories of files stored by the EDMS.
- C. For files created by, or submitted to, the Contractor's system, the DASO System will be required to:
 - 1. Send the documents to the MMIS-II using a file-based transfer or by calling web services to transfer the data; and
 - 2. Send metadata with each file, describing the document contents — metadata includes information such as dates, document type, document use, file format, sender, and Provider number.
- D. The MMT Program desires that staff and external users have all information needed to complete operational processes. This information must be available with minimal work for users. To support making information readily available to users, each MMT Module will need to provide data to enable the EDMS to:
 - 1. Provide a means to search for documents from the user interface;
 - 2. Provide search capability from pages requiring use of stored documents to complete a process;
 - 3. Collect multiple search criteria from the user;

4. Present a list of files matching the search criteria and enable the user to select a file;
5. Display the file selected by the user;
6. Retrieve files without a user search when the application has enough information to identify a file or set of files; and
7. Enable the user to print a document without downloading it.

2.4.4.2 Identity and Access Management (IAM) System

- A. MDH will implement an enterprise-wide Identity and Access Management (IAM) System as part of the MMT Program. The IAM will be used by all systems as the source of identity information and role-based access controls.
- B. The IAM system will provide the following functions for MDH, the Contractor, and external users such as Providers:
 1. Create, update, and delete user accounts;
 2. Maintain user credentials such as ID and password;
 3. Maintain contact information and security questions;
 4. Maintain roles which are passed to applications for role-based access controls.
 5. Single Sign On (SSO);
 6. Multi-factor authentication; and
 7. Send security information in a secure token to applications after a user is authenticated through SSO.
- C. Business systems will interface with the IAM system by:
 1. Accepting secure identity and access information from the IAM, stored in a secure token in the web browser, when the user accesses the system;
 2. Providing access to the systems without requesting further identity information;
 3. When a user accesses the system without a secure token, redirect the user to the SSO application; and
 4. Uses the roles provided in the security token to determine what functions the user is permitted to perform.

2.4.4.3 MMT System Integration Initiative

As part of the MMT modular roadmap, MDH plans to implement an Enterprise Integration Services (EIS) platform to facilitate modular integration. The chosen strategy is a two-phased approach to systems integration. The Phase 1 platform uses an Enterprise Service Bus (ESB) as a simple file transfer hub. The Phase 1 approach meets the short-term needs of new MMT modules by providing an integration point other than the legacy Medicaid Management Information System (MMIS-II), making migration to full EIS capabilities easier in the future. This phase also allows existing MMIS-II interfaces to be migrated to use the hub as a landing point, again making EIS implementation simpler when the full platform is available.

- A. MMT modules implemented prior to EIS Phase 2 (estimated Q4 2023) will leverage Phase 1 functionality only via 'point to point' flat-file interfaces. Bidders for those modules must

plan to work with MDH's chosen systems integration contractor(s) to replace those connections with integrations that leverage MDH's EIS platform at a later phase, during the life of the Contract.

- B. Offerors must plan for full regression and end-to-end testing of the MMT module's business functions, as part of migration to the Phase 2 EIS platform.
- C. MDH recognizes that the data available via the initial point-to-point interfaces may be limited by the capabilities of the legacy platforms. Potential examples include timeliness of data (near real-time vs. batch), richness of data elements available, and the ability to support publish/subscribe models. In those cases, the Department may opt to improve access to the module's data as part of the module's migration to the EIS platform (including the requisite design, configuration and testing) at no additional cost to the State.
- D. As new MMT modules are implemented, all existing MMT module contractors will be required to support end-to-end and regression testing, where business processes are impacted, including the module's business scope.
- E. The Contractor shall archive raw daily interface files after sixty (60) Calendar Days and maintain these for up to six (6) months.
- F. The Contractor's solution shall provide the ability to view raw monthly and quarterly interface files for up to one year (365) Calendar Days and archive and maintain raw monthly and quarterly interface files for two years (730) Calendar Days.
- G. The Contractor shall document and maintain all interfaces in an Interface Control Document (ICD) which shall include data layout documentation, data mapping crosswalks, inbound/outbound capabilities and frequencies of all interfaces.
- H. The Contractor's solution shall include a process and toolset to maintain interfaces, code, and data models.
- I. The Contractor shall design, develop and maintain file interfaces. This effort will be performed in collaboration with other stakeholders in the State's healthcare enterprise.
- J. The Contractor shall ensure proprietary interfaces and protocols between modules are not used when standards are available.
- K. The Contractor shall develop operational procedures in coordination with other enterprise module vendors to restore system availability in the event of a disaster affecting operation of one or more modules.
- L. Where applicable, the Contractor shall collaborate with all State enterprise contractors and solutions to accurately collect, process, and distribute applicable HIPAA EDI transactions.
- M. The Contractor shall collaborate with the Systems Integrator (SI) to automatically report system availability to the SI availability solution. The frequency of each module component verification will be defined by the Department.
- N. The Contractor's solution must ensure that all data exchanges including inbound and outbound interfaces shall comply with applicable industry standards (e.g., National Information Exchange Model (NIEM), National Institute of Standards and Technology (NIST), HIPAA-compliance standards, Health Level 7 (HL7), Fast Healthcare Interoperability Resources (FHIR)).

- O. The DASO System shall have the ability to send and receive real-time discrete transactions between modules and the State's integration platform to reduce the need for bulk data transfers.
- P. All service endpoints/APIs shall be exposed to the EIS layer and shall be able to receive and submit messages through the EIS rather than point-to-point interfaces with MMT components.
- Q. The Contractor's solution shall have the ability to identify errors in transactions and immediately notify the source system of the specific errors, including whether the errors have precluded loading and/or using the data.
- R. The Contractor's solution shall have the capability to receive and display data, messages, and alerts from other systems in real-time.
- S. The Contractor's solution shall support web services, specifications, and adapters, including Web Service (WSDL, WS-*, SOAP, REST, UDDI, JSON, XML), FTPS, SFTP, HTTPS, MSMQ, HL7, FHIR.

2.4.4.4 MMT Data Management Program

As an initiative of the MDH Agency's Office of Enterprise Technology (OET or Agency), 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 Agency'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 Agency 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 Maryland Medicaid program integrity and customer service.

As part of the resulting Contract, the awarded vendor must support the following Data Management Program activities:

- A. The creation and maintenance of design documentation that, at minimum, includes conceptual, logical, physical data models and external data interfaces for the proposed application;
- B. The Agency's data quality standards and procedures, including reporting and mitigation;
- C. Acknowledge and incorporate the Agency's data glossary in operational and technical documentation;
- D. Create and maintain a data dictionary, using industry best practices and the Agency approved data management strategy;
- E. Meet HIPAA, HITECH, and other CMS and State privacy and security requirements in the Contractor's data management approach and operational policies;
- F. Maintain an audit trail of all changes to data, including changes that were made in error and subsequently corrected or suspended;
- G. Demonstrate compliance with the Social Security Number Removal Initiative (SSNRI);

- H. Adhere to Agency and State data retention policies, including making data available to the Data Warehouse and Decision Support System (DW/DSS) detailed in **Section 2.4.4.7**;
- I. Support the creation and maintenance of data backup and data Disaster Recovery Plans that adhere to Agency and State policies; and
- J. Support the creation, maintenance, and implementation of a data conversion plan.

2.4.4.5 Provider Help Desk

As part of the Maryland MMT Program, the State will be implementing 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. Once MDH is ready, the Contractor shall provide MDH all Provider ticket-related data daily through an interface (batch) file. The Contractor shall work with MDH to define the appropriate file interface requirements, for daily data transmission. The type of data transmitted should contain information about the caller, Provider relationship, issue, problem resolution, etc.

2.4.4.6 Provider Single Sign On (SSO) Integration

As part of the Maryland MMT Program, the State will be implementing a central 'MDH Provider Portal.' This will not eliminate the need and use of the Contractor-provided DASO 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 DASO 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 DASO Contractor to equally provision the User in the 'DASO Provider Portal.' Providers would be able to access the DASO Provider Portal directly or via SSO from the future, central MDH Provider Portal. The Contractor shall support the following activities:

- A. Work with the State on technical requirements for setup of SSO and supporting services;
- B. Support development and joint testing of SSO from the future, central MDH Provider Portal to the DASO Provider Portal;
- C. Support development and joint testing of interface to support SSO foundational services for user provisioning and updates to User profile data;
- D. Interface with MDH Provider Portal SOR (System of Record) security store to obtain information on new Users and update to existing Users. The SOR will house all User profile information on Users associated with Providers. The SOR will be updated by Users leveraging the self-service functions in the future, central MDH Provider Portal, to change profile information.

2.4.4.7 DSS/DW Integration

As part of the Maryland MMT Program, the State will be implementing an 'Enterprise Data Warehouse' (Data Warehouse). This Enterprise Data Warehouse (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 the MDH business team's direct data access to enable on-demand reporting and analysis across the data domains. When

the MMT DW project is initiated, the Contractor must support the following project activities:

- A. The creation and maintenance of design documentations including the review of data exchange APIs and related documentation of the DASO System application in relation to the Data Warehouse initiative;
- B. The business analysis of data mapping from the source application to the agreed upon data transfer format. This work includes the detailed Data Management Program attribute metadata definitions and descriptions;
- C. Data conversion activities of historical transactional data sets, including the generation of data extracts in the agreed to format, for the defined timeframe;
- D. Provide detailed source data from the DASO System application, in format and frequency specified by MDH;
- E. Provide a data dictionary, data mapping, and schedule information to the Department, as required and/or requested by the Department;
- F. Communicate all changes made to the DASO System along with release schedule and issue resolution plan;
- G. Support all testing activities including the creation, correction and resubmission of testing files for the System and UAT activities of the DW project;
- H. Provide active participation and support to the Project Management Organization (PMO) (see [Appendix 10](#)) in DW initiative activities including milestone identification, status updates as well as issue/risk management.

2.5 Deliverables

Deliverables are the tangible outputs of work performed to meet the requirements of this RFP.

2.5.1 Deliverables Development

- A. The Contractor shall develop and submit for approval a Deliverable Expectation Document (DED) for each formal Deliverable identified in this RFP.
- B. The DED shall identify expected Deliverable format, content, intent, due date, acceptance criteria, review time frames, applicable standards, and applicable requirements met by the Deliverable.
- C. Approval of the DED is a prerequisite to development of the Deliverable.
- D. For Deliverables that are submitted routinely (e.g., status reports), the Contractor may assume that the most recently approved DED applies, unless otherwise notified.
- E. The Contractor shall prepare and submit draft Deliverables for the Department's review and approval.
- F. The Contractor shall prepare and submit final Deliverables for approval within the timeframes established within the RFP.
- G. Each DED shall contain the following:
 - 1. Table of Contents

- a) List the table of contents or outline of the Deliverable.
- b) Discuss the content of each major section.

2. Deliverable Description

- a) Describes the Deliverable purpose, content, intent, objectives, and scope.
- b) Identifies the intended audience.
- c) Deliverable due date.
- d) Identifies the means of distribution.
- e) 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), 5th Edition, Project Management Institute (PMI);
 - ii. Project Management Practice Standards, Project Management Institute;
 - iii. Maryland System Development Life Cycle (SDLC) Methodology, specifically the COTS Single Release methodology, Maryland Department of Information Technology;
 - iv. Maryland DoIT System Development Life Cycle (SDLC) Policy (<https://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>);
 - 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. The Seven Conditions and Standards, Centers for Medicare and Medicaid Services (CMS); and
 - viii. The Affordable Care Act.

4. Deliverable Requirements

- a) List the specific requirements for the Deliverable from the Request for Proposal, Statement of Work, and/or Contract.
- b) List the specific source of the requirement, including document name and version.

5. 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. Deliverable Acceptance Criteria

- a) List the specific acceptance criteria for the Deliverable.
- b) The criteria should be specific to the Deliverable.

2.5.2 Deliverable Descriptions/Acceptance Criteria

In addition to the items identified in the Deliverables Summary Table below, the Contractor may suggest other subtasks, artifacts, or Deliverables to improve the quality and success of the assigned tasks. The following Deliverables Summary Table may not list every Contractually-required Deliverable. Offerors and Contractors should read the RFP thoroughly for all Contract requirements and Deliverables.

Deliverables Summary Table

Section Reference	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.4.2.1.2A	Strategic Plan: Increase Provider Enrollment	Approval by the Department	Thirty (30) Calendar Days prior to Go-Live Date and Annually
2.4.2.1.2C	Report: Geo-Mapping Activities	Timely submission	Quarterly
2.4.2.1.2D	Report: Provider Recruitment Activities	Timely submission	Monthly
2.4.2.1.2E	Report: Outcomes of Recruitment Activities	Timely submission	Monthly
2.4.2.1.2F	Report: Participation Status	Timely submission	Monthly
2.4.2.1.3C	Report: Provider Relations Activities	Timely submission	Monthly
2.4.2.1.5	Website: User-friendly and Searchable	Approval by the Department	Thirty (30) Calendar Days prior to Go-Live Date
2.4.2.1.6	Provider Operations Manual	Approval by the Department	Thirty (30) Calendar Days prior to Go-Live Date and Seven (7) Calendar Days prior to revision and Annually

Section Reference	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.4.2.1.7	Provider Directory	Approval by the Department	Thirty (30) Calendar Days prior to Go-Live Date and Quarterly
2.4.2.1.7F	IKN Data	Approval by the Department	Quarterly
2.4.2.2.1B	Preauthorization Policies and Procedures	Approval by the Department	Thirty (30) Calendar Days prior to Go-Live Date
2.4.2.2.3A	Utilization Management Plan	Approval by Department	Go-Live Date
2.4.2.2.3E	Report: Utilization	Timely submission	Annually and As requested
2.4.2.2.4A, G	Audit Plan	Approval by the Department	Fifteen (15) Business Days prior to Go-Live Date and Annually
2.4.2.2.4F(10)	Report: Audit Findings Summary	Timely Submission	Monthly
2.4.2.3.1	Participant Orientation Materials: Welcome Letter, ID Card	Approval by the Department	Thirty (30) Calendar Days prior to Go-Live Date and Five (5) Business Days prior to revision
2.4.2.3.1	Participant Handbook	Approval by the Department	Thirty (30) Calendar Days prior to Go-Live Date and Five (5) Business Days prior to revision and Annually on December 1st
2.4.2.3.2G	PCD Location Monitoring Plan	Approval by the Department	Thirty (30) Calendar Days after Go-Live Date
2.4.2.3.3C	Report: Dentist to Participant Ratio	Timely receipt	Quarterly
2.4.2.3.3D	County Growth Plan	Approval by the Department	Sixty (60) Calendar Days after Go-Live Date and as required per county ratios
2.4.2.3.4	Outreach Plan	Approval by the Department	Thirty (30) Calendar Days after Go-Live Date
2.4.2.3.4E(3)	Report: Target Outreach	Timely receipt	Quarterly
2.4.2.4.1C(5)	Policy: Management of Calls in Off Hours	Approval by the Department	Thirty (30) Calendar Days prior to Go-Live Date
2.4.2.4.1C(12)	Call Center (CC) Services and System Access Plan to Utilize	Approval by the Department	Thirty (30) Calendar Days prior to Go-Live Date

Section Reference	Deliverable Description	Acceptance Criteria	Due Date / Frequency
	Outside of Normal CC Capacity		
2.4.2.4.1D	Report: Call Center Performance Standards	Timely submission	Quarterly
2.4.2.4.2G	Grievances and Appeals Plan	Approval by the Department	Fifteen (15) Business Days prior to Go-Live Date
2.4.2.4.3A	Complaints Management System	Approval by the Department	Go-Live Date
2.4.2.4.3C	Report: Complaints and Grievances	Timely submission	Monthly
2.4.2.5.1L	Report: Staffing Levels	Timely submission	Monthly
2.4.2.6.1B	Develop and Maintain an Internal Quality Assurance Program	Approval by the Department	Go-Live Date
2.4.2.6.1B, C	Quality Assurance Plan	Approval by the Department	Annually
2.4.2.6.2	Surveys: Consumer Perception of Care, Dental Provider Satisfaction, and Call Center	Approval by the Department	Annually
2.4.2.8.2A	Develop and Maintain an Automated Claims Processing System	System successfully tested and in production for providers by Go-Live date	Go-Live Date
2.4.2.9C	Disaster Recovery Plan for Claims Processing	Approval by the Department	Fifteen (15) Business Days prior to Go-Live Date
2.4.2.9.3	Data Dictionary	Approval by the Department	Go-Live Date
2.4.1F, G	Project Management Plan	Approval by the Department	Draft due at Kick-off and Final prior to Requirements Validation
2.4.1.2.4	Implementation Status Reports	Approval by the Department	Every week starting after Kick-off
2.4.1.2.7	Requirements Traceability Matrix	Approval by the Department	One (1) week after Requirements Validation is completed
2.4.1.2.7	Business Rules Definition Document	Approval by the Department	One (1) week after Requirements Validation is completed
2.4.1.2.9	Interface Test Results	Approval by the Department	One (1) week after Interface testing is complete

Section Reference	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.4.1.2.10	Conversion Results	Approval by the Department	One (1) week after conversion is complete
2.4.1.2.15	System Test Results	Approval by the Department	One (1) week after System Testing is complete
2.4.1.2.15	UAT Results	Approval by the Department	One (1) week after UAT is complete
2.4.1.2.15	Operational Readiness Testing Results	Approval by the Department	One (1) week after ORT is complete
2.4.1.3.1B	Provider Manual Validation	Approval by the Department	Draft three (3) weeks prior to UAT and Final one (1) week prior to UAT
2.4.1.3.2	Develop and test MDH User Manual	Approval by the Department	Draft three (3) weeks prior to UAT and Final one (1) week prior to UAT
2.4.1.3.3	Develop and test Operations Procedure Manual	Approval by the Department	Draft three (3) weeks prior to UAT and Final one (1) week prior to UAT
2.4.3.3	Transition Plan	Approval by the Department	Initial – sixty (60) Calendar Days prior to last Contract year and update sixty (60) Calendar Days after notice of transfer
2.4.3.15	Documentation Inventory List	Approval by the Department	As detailed in the Transition plan

3 Contractor Requirements: General

3.1 Contract Initiation Requirements

- A. The Contractor shall schedule and hold a kickoff meeting within ten (10) Business Days of the NTP Date. At the kickoff meeting, the Contractor shall provide a draft Project Master Schedule (**Section 2.4.1.2.1**) describing the activities for the Contractor, the State, and any third parties for fully transitioning to the Contractor's solution.
- B. See **Section 2.4.1** for details on the DASO System Implementation requirements.

3.2 End of Contract Transition

The following requirements are in addition to those found in **Section 2.4.3**.

- 3.2.1** The Contractor shall provide transition assistance, as requested by the State, to facilitate the orderly transfer of services to the State or a follow-up Contractor, for a period up to ninety (90) Calendar Days prior to the Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
 - A. Providing additional services and support, as requested by the Department, 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 **Appendix 1 - Abbreviations and Definitions**), as appropriate; and
 - D. Providing current operating procedures (as appropriate).
- 3.2.2** The Contractor shall 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.
- 3.2.3** The Contractor shall 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.
- 3.2.4** The Contractor shall support end-of-Contract transition efforts with technical and project support to include, but not be limited to:
 - A. Providing a draft 'Transition-Out Plan' four months (120) Business Days in advance of the Contract end date.
 - B. The Transition-Out Plan shall address at a minimum the following areas:
 1. Any staffing concerns/issues related to the closeout of the Contract;
 2. Communications and reporting process between the Contractor, the Department and the Contract Monitor;
 3. Security and system access review and closeout;
 4. Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;
 5. Any final training/orientation of Department staff;

6. Connectivity services provided, activities and approximate timelines required for Transition-Out;
 7. Knowledge transfer, to include:
 - a) A working knowledge of the current system environments as well as the general business practices of the Department;
 - b) Review with the Department the procedures and practices that support the business process and current system environments;
 - c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch software, 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; and
 - e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
 8. Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
 9. 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 and detailed in **Section 2.4.3**.
- 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 3.2.5**.

3.2.5 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 National Institute of Standards and Technology (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 e-mail the original of each invoice and signed authorization to invoice to the Contract Monitor at the following e-mail address: claire.serio@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 .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, social security number, as appropriate;
 - 4. Invoice period (e.g., 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; and
 - 11. Any additional documentation required by regulation or the Contract.
- D. 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 time frame 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.
- E. 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.
- F. 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.
- G. 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 sixty (60) Calendar Days from the Contract termination date.

3.3.2 Invoice Submission Schedule

A. The Contractor shall submit invoices in accordance with the following:

1. For items of work for which there is a monthly operational pricing (see Attachment B – Financial Proposal Form) those items shall be billed no later than the 15th day of the month following the acceptance of work by the Department.
2. For items of work for which there is one-time pricing (see **Attachment B – Financial Proposal Form**) those items shall be billed in the month following the acceptance of the work by the Department.
3. For items of work for which there is annual pricing (see **Attachment B – Financial Proposal Form**), those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

B. DASO Implementation Invoice Submission Schedule

1. Monthly Administrative Invoices - Invoices associated with the DBA 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’ below.
2. Implementation Invoices - The invoice amount shall be a percentage of the total fixed price amount for the implementation as set forth in the Implementation Milestone Schedule shown below. Administrative invoices must be submitted by the 10th Business Day of the month (from the previous month’s enrollment).

Milestone	Deliverable	% of Total Implementation
Project Kick-off	Draft Project Management Plan	5%
Entering Requirements Validation	Project Management Plan	5%
Requirements Validation Complete	Requirements Traceability Matrix	10%
Requirements Validation Complete	Business Rules Definition Document	10%
Systems Testing Complete / Entering UAT	Systems Test Results	10%
Systems Testing Complete / Entering UAT	Conversion Results	10%
Systems Testing Complete / Entering UAT	Interface Test Results	10%
Entering UAT	Draft Provider Manual	2.5%

Entering UAT	Draft MDH User Manual	2.5%
Entering UAT	Draft Operational Procedure Manual	2.5%
UAT and ORT Complete	Provider Manual	2.5%
UAT and ORT Complete	MDH User Manual	2.5%
UAT and ORT Complete	Operational Procedures Manual	2.5%
UAT and ORT Complete	UAT Results	5%
UAT and ORT Complete	ORT Results	5%
Systems Ready for Go-Live	Contract Monitor verifies that DASO System is ready for implementation	15%

C. For the purposes of the Contract an amount will not be deemed due and payable if:

1. The amount invoiced is inconsistent with the Contract;
2. The proper invoice has not been received by the party or office specified in the Contract;
3. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract; or
4. 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.

3.3.3 DASO Future Activity Work Order Invoicing and Status Reports

3.3.3.1 DASO Future Activity Time Sheet Reporting

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 DASO Future Activities in **Section 2.4.4**. The ‘DASO Future Activity Time Sheet Reporting’ shall be submitted by the Contractor at the same time as the monthly operational invoices found in **Section 3.3.2.A**.

A. At a minimum, each monthly timesheet shall show:

1. A title: e.g., “Time Sheet for DASO Future Activity: <insert the name of the MMT Module>”;
2. Issuing company name, address, and telephone number;
3. For each employee/resource:
 - a) Employee/resource name; and
 - b) For each period ending date, e.g., “Period Ending: mm/dd/yyyy” (periods run 1st through 15th, and 16th through last day of the month);
 - c) Tasks completed that week and the associated Deliverable names and ID#s;
 - d) Number of hours worked each day;
 - e) Total number of hours worked that period;

- f) Period variance above or below 40 hours;
 - g) Annual number of hours planned under the Work Order;
 - h) Annual number of hours worked to date; and
 - i) Balance of hours remaining;
4. Annual variance to date (sum of periodic variances); and
 5. Signature and date lines for the Contract Monitor.

D. 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.

E. 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. (e.g., the total cost of the respective project will be the amount that has been paid up until the acceptance of the project).

3.3.3.2 DASO Future Activity Status Reporting

- A. The Contractor shall submit a monthly DASO ‘Future Activity Status Report’ that shall be submitted with the DASO Future Activity Time Sheet Reporting found in **Section 3.3.3.1**.
- B. At a minimum, each monthly Status Report shall show:
 1. Title: “Status Report for DASO Future Activity: <insert the name of the MMT Module>”;
 2. Issuing company name, address, and telephone number;
 3. Original Proposed Timeline submitted in the Work Order
 4. Activities completed in the preceding reporting period (by resource as specified in the DASO Future Activity Time Sheet Reporting found in **Section 3.3.3.1**;
 5. Activities planned for the next reporting period;
 6. Issues that need to be resolved and the resolution status;
 7. Status of risks, with special emphasis on change in risks, risk triggers, or the occurrence of risk items.
 8. Status of each “In-Progress” task identified in the Project Master Schedule and state whether the task is “on schedule”, “slipping”, or “late”.
 9. Signature and date lines for the Contract Monitor.
- C. MDH will not pay DASO Future Activity Invoices until both the status reporting (**Section 3.3.3.2**) and the time sheet reporting (**Section 3.3.3.1**) are approved by the Contract Monitor.

3.3.4 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

MBE liquidated damages are identified in **Attachment M**.

3.4.2 Liquidated Damages other than MBE

3.4.2.1 Implementation

- A. If the Contractor does not meet the Go-Live Date, the Contractor shall, in lieu of actual damages, pay the Contract Monitor a fixed, agreed upon liquidated damage in the amount of \$15,000 per calendar day from the Go-Live Date until the Contractor becomes operational to the point of service where:
 - 1. Recipient eligibility files and provider files are accepted for operations; and
 - 2. Claims payments, priority reports, and bank and financial reports are available.
- B. The liquidated damages assessed under this paragraph (a) shall be deducted from the current month’s administrative invoice fee.

3.4.2.2 Liquidated Damages for Failure to Satisfy Performance Standards

- A. The Contractor shall submit reports to the Contract Monitor against the performance standards in this paragraph by the 15th of the following month.
- B. For any month of the Contract (e.g., July 1, 2021 – July 31, 2022) in which the Contractor fails to meet one or more of the performance standards, the Contractor shall, in lieu of actual damages, pay the Department a fixed, agreed upon liquidated damage in the amount of 0.5% of the monthly invoice for each standard not met.
- C. The liquidated damages shall be a deduction from the ensuing month’s service fee.

Item Requested	Liquidated Damages Description	Minimum Threshold	Liquidated Damages Amount	Performance Standard	Measurement Frequency	Assessment Period	Contract Phase
MDH Approved Project Schedule	The Contractor shall deliver a complete MS Office project schedule to the specifications found in Section 2.4.1.2.1	100%	\$1,000 for each calendar day the Contractor fails to deliver the project schedule to MDH one calendar month after DDI	Every calendar day after one (1) calendar month post NTP that the Contractor fails	Daily	Monthly	DDI

Item Requested	Liquidated Damages Description	Minimum Threshold	Liquidated Damages Amount	Performance Standard	Measurement Frequency	Assessment Period	Contract Phase
	within one (1) calendar month of NTP		Example: Project Schedule is delivered to MDH 35 Calendar Days after NTP is calculated as: 5 days late*\$1000.00 = \$5,000.00	to have an approved project schedule.			
Timely and Accurate Deliverables	All Deliverables, as listed in Section 2.5 items 2.5.3.1 through 2.5.3.13 of the RFP, shall be delivered in accordance with the MDH the approved project schedule and meet minimum specifications as described in this RFP.	100%	\$1,000 for each calendar week the Contractor fails to receive MDH approval for a Deliverable Example: Deliverable listed in Section 2.5 is approved by MDH two (2) calendar weeks after the approved timeline found in Section 2.4.1.2.1: 2 Calendar Weeks Late*\$1,000.00 = \$2,000.00	An occurrence is if the Contractor fails to have a Deliverable approved by MDH within the timeline specified in the project schedule.	Weekly	Monthly	DDI
Key Personnel (DDI Phase)	The following Key Personnel are required for fulfillment of the obligations of the Contract during the Implementation Phase of the project and subject to the provisions regarding substitution of personnel: DDI Project Manager and Information Technology Director	100%	\$10,000 for each vacant Key Personnel position every month, assessed every month that the position remains vacant beyond 60 Calendar Days during the project DDI phase. Example: The Project Director Position is vacant for 3 months of DDI:	An occurrence is if the Contractor fails to replace or provide adequate substitution for Key Personnel, following a vacancy for 60 Calendar Days.	Monthly	Monthly	DDI

Item Requested	Liquidated Damages Description	Minimum Threshold	Liquidated Damages Amount	Performance Standard	Measurement Frequency	Assessment Period	Contract Phase
			<p>1 month of vacant key personnel position (after the 60 day initial period to fill a vacant position)*\$10,000.00 = \$10,000.00</p>				
<p>CMS Certification</p>	<p>The Contractor shall Achieve CMS Certification retro-active to day one (1) of the quarter following the implementation based on the approved project schedule.</p>	<p>100%</p>	<p>The Contractor shall be liable for the difference between the enhanced Federal funding received and the enhanced Federal Funding that would have been received had the System achieved Certification from day one (1) of the quarter following the implementation based on the approved project schedule.</p> <p>Example: The Dental System is not certified until two (2) calendar quarters after the approved project schedule timeline:</p>	<p>An occurrence is if the Contractor fails to achieve CMS Certification in accordance with the approved project schedule therefore causing MDH a loss to enhanced federal funding.</p>	<p>Per Occurrence</p>	<p>Quarterly</p>	<p>Operations</p>

Item Requested	Liquidated Damages Description	Minimum Threshold	Liquidated Damages Amount	Performance Standard	Measurement Frequency	Assessment Period	Contract Phase
			<p>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 that are certified receive 75% enhanced federal funding for operational costs.</p>				
<p>Compliance with Security Standards</p>	<p>The Contractor shall comply with all the IT and security standards found in Section 3.7.4.</p>	<p>100%</p>	<p>2.5% of the monthly operational invoice for every month the vendor is determined by MDH to be out of compliance with the standards found in Section 3.7.4.</p> <p>Example: The Contractor is found to be uncompliant with CMS' MARS-E standards for one (1) calendar months: 2.5%*the total monthly invoice for the months the Contractor is uncompliant</p>	<p>An occurrence is if MDH identifies and instance in which the Contractor is found to be uncompliant with the IT and Security Standards found in Section 3.7.4</p>	<p>Per Month</p>	<p>Monthly</p>	<p>DDI and Operations</p>

Item Requested	Liquidated Damages Description	Minimum Threshold	Liquidated Damages Amount	Performance Standard	Measurement Frequency	Assessment Period	Contract Phase
<p>Increase of Preventive and Restorative Services</p>	<p>Achieve at least an increase of one (1) percentage point per Contract year in the utilization of preventive and restorative services for the duration of the Contract.</p>	<p>N/A</p>	<p>0.5% of monthly administrative invoice total for the last month of the Contract year (December) for which the utilization did not increase by the required amount.</p>	<p>Liquidated damages are triggered any calendar year in which the Contractor’s utilization of preventive and restorative services as measured in the annual JCR reports less than a one (1) percentage point increase in utilization, as measured for each Contract Year on anniversary of Go-Live Date, starting with the first anniversary of the Go-Live Date.</p>	<p>Yearly</p>	<p>Yearly</p>	<p>Operations</p>
<p>Call Center Standards</p>	<p>Ensure the following Call Center standards are met: #1 - 95% of all calls to Contractor’s toll-free number are answered within three (3) rings or fifteen (15) seconds; #2 - the Call Center has less than a 3% busy</p>	<p>95%</p>	<p>0.5% of monthly administrative service fees for each of the Call Center Standards (#1, #2, or #3) not met, for the month following the end of the respective Contract Year</p>	<p>Liquidated damages are triggered based on a quarterly Call Center report submitted per the</p>	<p>Monthly</p>	<p>Monthly</p>	<p>Operations</p>

Item Requested	Liquidated Damages Description	Minimum Threshold	Liquidated Damages Amount	Performance Standard	Measurement Frequency	Assessment Period	Contract Phase
	signal or abandoned call rate; and #3 - the on-hold time or wait time in queue or on hold is two (2) minutes or less for 95% of all incoming calls.		Quarter.	requirements of 2.4.2.4.1D. (For the first Contract Year, weekly reports are required for the first three (3) months and monthly reports for the remainder of the first year (months 4 through 12) will be aggregated to produce quarterly totals by which performance is measured.			
Quick Resolution of Grievances	Investigate and resolve all grievances within the following time frames: Emergency, clinical issues: by the close of the next Business Day; Non-Emergency clinical issues: within five (5) Calendar Days of receipt; Non-clinical issues: within thirty (30) Calendar Days of receipt.	100%	0.5% of monthly administrative service fees for the month in which the Contractor's Monthly grievance and appeals reports are due.	Liquidated damages are triggered in any month for which the Contractor's monthly report as required per 2.4.2.4.3 indicates the Contractor failed to resolve one or more grievance(s) within the specified timeframes.	Monthly	Monthly	Operations

Item Requested	Liquidated Damages Description	Minimum Threshold	Liquidated Damages Amount	Performance Standard	Measurement Frequency	Assessment Period	Contract Phase
<p>Staffing Levels</p>	<p>The Contractor shall at all times maintain staffing levels at 95 percent of the proposed staffing plan set forth in its Technical Proposal or its modified staffing plan approved by the Contract Monitor.</p>	<p>95%</p>	<p>0.5% of monthly administrative service fees for the month in which the Contractor's monthly staffing report is due.</p>	<p>Liquidated damages are triggered in any month when the Contractor's average number of FTE positions (calculated by adding the number of FTE positions filled each day of the month and dividing by the number of days in the month) falls below 95% of the number of full-time equivalent positions in the Contractor's then-effective staffing plan, as reported in Contractor's monthly staffing report required in 2.4.2.5.1.</p>	<p>Monthly</p>	<p>Monthly</p>	<p>Operations</p>

Item Requested	Liquidated Damages Description	Minimum Threshold	Liquidated Damages Amount	Performance Standard	Measurement Frequency	Assessment Period	Contract Phase
<p>Data Integrity (Recipient)</p>	<p>Receive, process, and maintain data daily from the MMIS-II including all Medicaid recipient eligibility files.</p>	<p>100%</p>	<p>0.5% of monthly administrative service fees for the month in which the eligibility file discrepancy or erroneous payment occurred</p>	<p>Liquidated damages are triggered for each month, starting with the month of the Go-Live Date, in which the Contractor is unable to accurately load recipient eligibility data to keep it in sync with MMIS-II or makes an erroneous Participant eligibility determination and pays a claim for which the Participant is not eligible.</p>	<p>Daily</p>	<p>Monthly</p>	<p>Operations</p>

Item Requested	Liquidated Damages Description	Minimum Threshold	Liquidated Damages Amount	Performance Standard	Measurement Frequency	Assessment Period	Contract Phase
<p>Data Integrity (Provider)</p>	<p>Receive, process, and maintain data daily from the MMIS-II including all individual and group Provider files.</p>	<p>100%</p>	<p>0.5% of monthly administrative service fees for the month in which the eligibility file discrepancy or erroneous payment occurred.</p>	<p>Liquidated damages are triggered for each month, starting with the month of the Go-Live Date, in which the Contractor pays a claim for a Provider who is a nonparticipating Provider or who does not have an active provider number in MMIS-II.</p>	<p>Daily</p>	<p>Monthly</p>	<p>Operations</p>

Item Requested	Liquidated Damages Description	Minimum Threshold	Liquidated Damages Amount	Performance Standard	Measurement Frequency	Assessment Period	Contract Phase
Data Integrity (Reference)	Receive, process, and maintain data daily from the MMIS-II that includes all electronic FFS billing and claims files.	100%	0.5% of monthly administrative service fees for the month in which the erroneous payment occurred.	Liquidated damages are triggered for each month, starting with the month of the Go-Live Date, in which the Contractor pays a claim erroneously or denies a Medicaid eligible claim, which results in a failure to adjudicate claims in MMIS-II in time for processing within federal timely filing limits. Liquidated damages are also triggered when the DBA pays an incorrect amount for a claim as required by Section 2.4.2.7.2.	Daily	Monthly	Operations
Timely Processing of Claims	Process 100 percent of electronic claims within	100%	0.5% of monthly administrative service fees for the month in	Liquidated damages will be triggered in any	Daily	Monthly	Operations

Item Requested	Liquidated Damages Description	Minimum Threshold	Liquidated Damages Amount	Performance Standard	Measurement Frequency	Assessment Period	Contract Phase
	fourteen (14) Calendar Days of receipt.		which the monthly electronic claims report is due.	month in which the Contractor's monthly report as required in 2.4.2.8.2 shows one (1) or more electronic claims were not processed within fourteen (14) Calendar Days of receipt.			
Timely Processing of Pre-Authorizations	Process all preauthorizations within two (2) Business Days and make accurate medical necessity determinations.	100%	0.5% of the monthly invoice per occurrence for the month in which the Contractor makes the erroneous preauthorization decision.	Liquidated damages are triggered for each occurrence where a preauthorization is not processed in the appropriate timeframe and any month where an approved preauthorization determination is made in error.	Daily	Monthly	Operations
Key Personnel (Operations Phase)	The following Key Personnel are required for fulfillment of the obligations of the Contract and subject to the provisions regarding substitution of personnel: Project Director,	100%	\$10,000 for each vacant Key Personnel position every month, assessed every month that the position remains vacant beyond 60 Calendar Days during the project Operations phase.	An occurrence is if the Contractor fails to replace or provide adequate substitution for Key Personnel, following a	Monthly	Monthly	Operations

Item Requested	Liquidated Damages Description	Minimum Threshold	Liquidated Damages Amount	Performance Standard	Measurement Frequency	Assessment Period	Contract Phase
	Dental Director, Provider Relations Director, five (5) Provider Relations Field Representatives, two (2) Member Outreach and Education Coordinators, Quality Assurance Manager, Information Technology Director, CFO, Provider Enrollment Coordinator, Claims Specialist, and a clinician with a Maryland dental license, who is responsible for representing the Department at all Administrative Hearings.		Example: The Project Director Position is vacant for three (3)months of Operations: 1 month of vacant key personnel position (after the 60 day initial period to fill a vacant position)*\$10,000.00 = \$10,000.00	vacancy for 60 Calendar Days.			

3.5 Disaster Recovery and Data

The following requirements apply to the Contract:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the RFP, 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 disaster recovery (DR) plans in place to ensure that the services provided under the Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
 - 1. The Contractor shall furnish a DR site.
 - 2. The DR site shall be at least one hundred (100) miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The contingency and DR plans 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 up to the moment of the disaster in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the contingency/DR plans at least twice 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. At least one (1) 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.
- E. Such contingency and DR plans 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.

3.5.2 Data Export/Import

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
 - 1. Perform a full or partial import/export of State data within twenty-four (24) hours of a request; or
 - 2. Provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- 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.

3.5.4 Provisions in **Sections 3.5.1 – 3.5.3** shall 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

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:

3.6.1 The following type(s) of insurance and minimum amount(s) 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.

3.6.2 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.

3.6.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than thirty (30) Calendar 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) Business Days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least fifteen (15) Calendar Days prior to the expiration of the insurance policy then in effect.

3.6.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

3.6.5 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.

3.6.6 Subcontractor Insurance - 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 Requirements

The following requirements are applicable 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 security clearance is not required for Contractor Personnel assigned to the Contract.

3.7.3 On-Site Security Requirement(s)

- A. 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.
- B. Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department 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.

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 agency 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

The Contractor shall:

- A. Comply with and adhere to 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: www.doit.maryland.gov – keyword: Security Policy.
- B. 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.
- C. Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
- D. 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;
- E. Abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology; and
- F. 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 an accepted industry standard, such as the National Institute of Standards and Technology (NIST) cyber security framework.

- 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 **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 comingled 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 that 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>

<https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-3-standards>

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 Maryland Department of Information Technology'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. The Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than thirty (30) Calendar 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 the most current Maryland Department of Information Technology's Information Security Policy (<https://doit.maryland.gov/policies/Pages/default.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 continental United States ("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 Plan

- A. The Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract.

3.7.7 Security Incident Response

- A. The Contractor shall notify the Department in accordance with **Section 3.7.7A-D** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
 - 1. Notify the Department within twenty-four (24) 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 the Contractor's Solution as it pertains to the use, disclosure, and security of State data; and

3. Provide written notice to the Department within one (1) Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
- B. The Contractor's notice, required in **Section 3.7.7.A** 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; and
 5. What corrective action the Contractor has taken, or shall take, to prevent future similar unauthorized use or disclosure.
- C. The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- D. 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.
- E. 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.

3.7.8 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 twenty-four (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; and
 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: (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.

3.7.9 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.

3.7.10 Provisions in **Sections 3.7.1 – 3.7.9** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.7.4 - 3.7.9** (or the substance thereof) in all subcontracts.

3.8 Problem Escalation Procedure

3.8.1 The Contractor must 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.

3.8.2 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.

3.8.3 The Contractor must 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:

- A. The process for establishing the existence of a problem;
- B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- C. 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;
- D. Expedited escalation procedures and any circumstances that would trigger expediting them;
- E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- F. Contact information for persons responsible for resolving issues after Normal State Business Hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
- G. A process for updating and notifying the Contract Monitor of any changes to the PEP.

3.8.4 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 SOC 2 Type 2 Audit Report

3.9.1 A SOC 2 Type 2 Audit applies to the Contract. The applicable trust principles are: Security, Availability, Processing Integrity, Confidentiality, and Privacy as defined in the aforementioned Guidance.

3.9.2 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 have an annual audit performed by an independent audit firm of the Contractor's handling of Sensitive Data or the Department's critical functions. Critical functions are identified as all aspects and functionality of the Solution, including any add-on modules, and shall address all areas relating to Information Technology 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:

- A. The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). All SOC2 Audit Reports shall be submitted to the Contract Monitor as specified in Section F 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 Contract Effective Date, 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.
- B. 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 criteria or principles identified in **Section 3.9.1**: as defined in the aforementioned Guidance.
- C. 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 principles 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 Information Technology 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.
- D. The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the Contractor or essential support to the Information Functions and Processes provided to the Department under the Contract. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract.
- E. All SOC 2 Audits, including those of the Contractor, shall be performed at no additional expense to the Department.
- F. The Contractor shall provide to the Contract Monitor, within thirty (30) Calendar Days of the issuance of each SOC 2 Report, a complete copy of the final SOC 2 Report(s) and a documented corrective action plan addressing each audit finding or exception contained in the SOC 2 Report. The

corrective action plan 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.

G. 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).

H. If the Contractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, 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/ies 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.

I. Provisions in **Section 3.9.1-2** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Section 3.9.1-2** (or the substance thereof) in all subcontracts.

3.10 Experience and Personnel

3.10.1 Preferred Offeror Experience

The following are the Department's preferred qualities:

- A. The Offeror should have a minimum of five (5) years of experience administering a comprehensive dental program.

Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal at least one (1) or more references that are able to attest to the Offeror's preferred years of experience in administering a comprehensive dental program for Medicaid Participants.

- B. The Offeror shall have the experience and ability to build upon an existing provider network.

Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal at least one (1) or more references that are able to attest to the Offeror's experience and ability to build upon an existing Provider network in order to effectively accommodate a minimum of 700,000 Participants.

- C. The Offeror shall have the experience and ability to increase Participant utilization.

Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal at least one (1) or more references that are able to attest to the Offeror's experience and ability to increase Participant utilization.

3.10.2 Key Personnel Descriptions

- A. The following Key Personnel are required to be 100% dedicated to the Contract. See Section 3.11 for substitution provisions and Section 5.3.2.G for proposal instructions. All Offerors shall include resumes showing proof of relevant work experience for the following Key Personnel as part of their proposal, see **Section 5.3.2 (G)**:

Key Personnel	# Of Full Time Employees	Description
Project Director	1	Responsible for the coordination and operation of all aspects of the Contract
Provider Relations Director	1	Primary duties include development and implementation of the Contractor’s on-going strategies to increase provider participation and to perform other necessary provider relation activities
Outreach and Education Director	1	Primary duties include the development and implementation of the Contractor’s ongoing strategies to increase utilization of dental services, non-compliant Participants and perform all other necessary outreach and education activities
Chief Dental Director	1	A licensed Dentist physically located in the State of Maryland, that is responsible for ensuring the proper provision of covered services to Participants;
Information Technology Director	1	Manages all necessary data functions including eligibility, claims, and reporting;
Chief Financial Officer	1	Direct supervisory responsibility for all personnel performing financial functions required for the fulfillment of the Contract
Quality Assurance Manager	1	Responsible for monitoring quality of care and coordinating all quality control activities as detailed in Section 2.4.2.6 of this RFP

3.10.3 Work Hours

Unless otherwise specified, the following work hour requirements are applicable:

- A. Business Hours Support: Contractor shall assign Contractor Personnel to support Normal State Business Hours (see definition in **Appendix 1**).
- B. Contractor Personnel may also be required to provide occasional support outside of Normal State Business Hours, including evenings, overnight, and weekends, to support specific efforts and

emergencies, such as to resolve system repair or restoration. The cost of this support will be borne by the Contractor.

3.10.4 Labor Categories for DASO Future Activities

- A. The labor categories are identified below in **Section 3.10.5(C)**. Offerors must be capable of providing personnel meeting the minimum requirements for all the labor categories listed. Offerors shall submit a Financial Proposal Form (**Attachment B**) that provides labor rates for all labor categories.
- B. Education and experience described below in the labor category constitute the minimum requirements for candidates performing work under this RFP and the resulting Contract. All experience required must have occurred within the most recent 10 years.
- C. Resumes for resources shall be provided in response to Work Orders issued for DASO Future Activities as described in **Section 2.4.4**, which are governed by the work order process, see **Section 3.14**. Offerors must explain in a Staffing Management Plan how they are capable of providing the labor categories listed below. Offerors shall submit a Financial Proposal (**Attachment B**) that provides labor rates for the following labor categories for each year of the Contract.

1. Project Manager

- a) Duties: The Contractor's project manager ("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 a State agency and the Contractor's IT staff. Responsible for ensuring that work performed under Work Orders is within scope, consistent with requirements, and delivered on time and within 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.
- b) 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.
- c) General Experience: At least five (5) years of experience in project management.
- d) Specialized Experience: At least five (5) years of experience in managing IT related projects. Must demonstrate a leadership role in at least three (3) successful projects that were delivered on time and within budget.

2. Business Analyst

- a) Duties: Develops requirements for information systems from a project's inception to conclusion. Develops required specifications for simple to moderately complex systems.
- b) Education: A 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.

- c) General Experience: Must have three (3) years of computer experience in assignments of a technical nature working under close supervision and direction.
- d) 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.

3. Engineer, Data

- a) 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.
- b) Education: A 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. Master's Degree is preferred.
- c) General Experience: Must have six (6) years of experience planning, designing, building, and implementing IT systems. Familiarity with 'Capability Maturity Model' compliant structured methodology.
- d) 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.

4. Quality Assurance Specialist

- a) 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.
- b) Education: A 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.
- c) General Experience: Must have five (5) years of experience working with quality control methods and tools.
- d) 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.

5. Technical Writer/Editor

- a) 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.

- b) Education: Associate degree in related field. A Bachelor's degree is preferred.
- c) General Experience: A minimum of five (5) years of experience in this area.
- d) Specialized Experience: At least two (2) years of experience in preparing and editing documents, including technical documents. Also includes researching for applicable standards.

6. Testing Specialist

- a) 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.
- b) Education: A 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. Master's Degree is preferred.
- c) General Experience: Must have four (4) years of experience in computer software development.
- d) Specialized Experience: At least two (2) years of software testing experience (integration and acceptance).

7. Analyst, Computer Software/Integration (Senior)

- a) 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.
- b) Education: A 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. Master's Degree is preferred.
- c) General Experience: Must have eight (8) years of progressive working experience as a computer specialist or a computer systems analyst.
- d) Specialized Experience: At least five (5) years of experience as a Computer Systems Analyst.

8. Data Integration Specialist

- a) 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.
- b) Education: A 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.
- c) General Experience: Must have five (5) years of progressive working experience as a computer specialist or a computer systems analyst.
- d) Specialized Experience: At least two (2) years of experience as a Data Integration Specialist.

9. Development Specialist

- a) 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 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 perform testing by means of cycle and system processing.
- b) Education: A 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. Master's Degree is preferred.
- c) General Experience: Must have eight (8) years of programming experience in software development or maintenance.
- d) Specialized Experience: At least five (5) years of experience in IT systems analysis and programming.

3.11 Substitution of Personnel

3.11.1 Continuous Performance of Key Personnel

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the Notice to Proceed (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** – means any of the following: leave under the Family Medical Leave Act (FMLA); an Incapacitating injury or Incapacitating illness; or 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** – means 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 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.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - 1. A detailed explanation of the reason(s) for the substitution request;
 - 2. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - 3. The official resume of the current personnel for comparison purposes; and
 - 4. Evidence of any required credentials.
- C. 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.
- D. 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

- A. **Directed Personnel Replacement**
 - 1. 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 paragraph **3.11.4.A.2**.
 - 2. 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) Calendar 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) Calendar Days, or in the timeframe set forth by the Contract Monitor in writing.

3. 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.

4. 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.

5. If the Contract Monitor determines to direct substitution under **Section 3.11.4.A.1**, if at all possible, at least fifteen (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 fifteen (15) Calendar Days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) Calendar Days, including immediate removal.

6. In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.11.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) Calendar Days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

1. To replace any Key Personnel in a circumstance other than as described in **Section 3.11.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.11.3** to the Contract Monitor at least fifteen (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.

2. Key Personnel Replacement Due to Sudden Vacancy

a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) Calendar Days or more advance notice shall be treated as a replacement under **Section 3.11.4.B.1**.

b) 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 fifteen (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.

3. Key Personnel Replacement Due to an Indeterminate Absence

- a) If any Key Personnel has been absent from his/her job for a period of ten (10) Calendar Days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) Calendar Days to fully resume all job duties, before the 25th 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**.
- b) 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 thirty (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

If this solicitation includes an 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; and

(If Applicable) 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 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

If this solicitation includes a VSBE 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; and
 - 2. **Attachment E-4**, the VSBE Participation subcontractor Paid/Unpaid VSBE Invoice Report 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 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 DASO Future Activities found in **Section 2.4.4**. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for fixed price or time and materials (T&M) pricing. T&M Work Orders will be

issued in accordance with preapproved Labor Categories with the fully loaded rates proposed in **Attachment B**.

- B. Work Order Requests for the provision of services or resources that are within the scope of this RFP will be issued to the Contractor. (See sample at http://doit.maryland.gov/contracts/Documents/_procurementForms/WorkOrderSample.pdf).
- C. 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 shall be performed.
- D. 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 in B above);
 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. The Contractor's expectations for State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
 6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- E. For a T&M Work Order, the Contract Monitor will review the response and will confirm that 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.
- F. 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 of whether a change order is appropriate. Written approval from the Procurement Officer is required by the State before Work Order execution.
- G. Proposed personnel for any type of Work Order shall be subject to MDH approval. The Contractor shall furnish resumes of proposed personnel specifying the labor categories proposed. The Contract Monitor shall have the option to interview the proposed personnel and shall notify the Contractor of acceptance or denial of the personnel.
- H. 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 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 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 Pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE goal, failure to 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 bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the requirements of the Contract and the MBE Goal.
- 4.1.4 MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime Contractors.
- 4.1.5 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see Section 4.2.1 eMMA).
- 4.1.6 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.7 In order to assure adequate seating and other accommodations at the Conference, please e-mail 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 at least five (5) Business Days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.

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 23-19707- Maryland Medicaid Dental Benefits Administrator), and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) Calendar 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 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. 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 e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.

4.5.5 Proposals may be modified or withdrawn by written notice received by the Procurement 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 e-mail 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., 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 RFP Section 5.3.2.B “Claim of Confidentiality”). 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 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 RFP **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 "Minority Participation Goal" and Section 4.27 "VSBE Goal").
- 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. 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.

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 the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**). Additional information is available on GOSBA's website at:
<http://www.gomsmallbiz.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 e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.eMMA.com/bso/>), and electronic data interchange.
- 4.25.4** In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 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, e-mail, or facsimile 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; and
 7. The Procurement Officer's decision on any Proposal protest or Contract claim.
- B. The Offeror or potential Offeror may use e-mail 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 e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer and;
 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 e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- 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. Submission of initial Proposals;
 - B. Filing of protests;
 - C. Filing of Contract claims;
 - D. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
 - E. 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 facsimile or email transmission is only authorized to the facsimile numbers or e-mail 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 MBE Participation Goal

4.26.1 Establishment of Goal and Subgoals

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 option terms, if any, has been established for this procurement.

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.

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.

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. The Contractor must accordingly submit a request for waiver with its proposal submission that is supported by good faith efforts documentation 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 will result in the State's rejection of the Offeror's Proposal for the applicable Service Category. This failure is not curable.

4.26.2 Attachments

A. D-1 to D-5 – The following Minority Business Enterprise 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)

Attachment D-1B Waiver Guidance

Attachment D-1C Good Faith Efforts Documentation to Support Waiver Request

Attachment D-2 Outreach Efforts Compliance Statement

Attachment D-3A MBE Subcontractor Project Participation Certification

Attachment D-3B MBE Prime Project Participation Certification

Attachment D-4A Prime Contractor Paid/Unpaid MBE Invoice Report

Attachment D-4B MBE Prime Contractor Report

Attachment D-5 Subcontractor Paid/Unpaid MBE Invoice Report

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; and

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**); and
- 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.

4.26.7 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.

4.26.6 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.

4.26.7 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.

4.26.8 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 Contract – Attachment M, Section 2.1).

4.26.9 The Offeror is advised that liquidated damages 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 Contract – Attachment M, Liquidated Damages for MBE, section 39.

4.26.10 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 fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one 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 of the 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 of the MBE Participation Schedule (**Attachment D-1A**)] used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE subgoal classifications but can self-perform up to 100% 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 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. Veteran-Owned Small Business Enterprises must be verified by the Office of Small and Disadvantaged Business Utilization (OSDBU) of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.va.gov/osdbu>.

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 veteran-owned small business enterprises.

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; and
 5. Attempt to attend preproposal 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; and
 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; and
 3. Any other documentation required by the Procurement Officer to ascertain Offeror 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 reasonably susceptible of being selected for award.

4.28 Living Wage Requirements

- A. 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 Department of Labor, Licensing and Regulation 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.
- B. 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, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- C. 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.
- D. 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.
1. 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.
 2. 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.
 3. 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.
 4. 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.

- E. 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.
- F. The Offeror shall identify in the Proposal the location from which services will be provided.
- G. **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 State fiscal year 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: Medicaid Title XIX. The CDFA number is: 93.778. The conditions that apply to all federal funds awarded by the Maryland Department of Health are contained in Federal Funds Attachment G. 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 under 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)

Certain documentation may be available for potential Offerors to review at a reading room at 201 West Preston Street, Baltimore, MD 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of **Appendix 3**. Please contact the Procurement Officer to schedule an appointment.

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 Health Insurance Portability and Accountability Act of 1996 (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/>.

5 Proposal Format

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

1. Volume I – Technical Proposal
2. Volume II – Financial Proposal

5.2 Proposal Delivery and Packaging

5.2.1 Proposals delivered by facsimile and e-mail shall **not** be considered.

5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.

5.2.3 Offerors may submit Proposals via eMMA as described below to the address provided in the Key Information Summary Sheet.

The following template wording is missing from the selection you've made. Do you need it?

1. Offerors may submit Proposals through the State's internet based electronic procurement system, eMMA.
2. 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.
3. Offerors shall provide their Proposals in two separate documents through eMMA following the [Quick Reference Guides](#) (QRG) labelled "**5 - eMMA QRG Responding to Solicitations (RFP)**" for double submissions.
4. Two Part Submission:
 - A. Technical Proposal consisting of:
 1. Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 2. Technical Proposal in searchable Adobe PDF format,
 3. a second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.8**), and
 - 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**).

- 5.2.4** The Procurement Officer must receive all 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** Offerors shall provide their Proposals in two emails as follows:
- A. Volume I - Technical Proposal consisting of:
1. One (1) original executed Technical Proposal and all supporting material marked and sealed;
 2. An electronic version of the Technical Proposal in Microsoft Word format, version 2007 or greater;
 3. The Technical Proposal in searchable Adobe PDF format; and
 4. A second searchable Adobe PDF copy of the Technical Proposal with confidential and proprietary information redacted (see **Section 4.8**).
- B. Volume II - Financial Proposal consisting of:
1. One (1) original executed Financial Proposal and all supporting material marked and sealed;
 2. An electronic version of the Financial Proposal in searchable Adobe PDF format; and
 3. A second searchable Adobe PDF copy of the Financial Proposal, with confidential and proprietary information redacted (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 which 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, be 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 RFP **Section 1**. If references are required in **RFP 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)

1. The Offeror shall address each RFP requirement (RFP **Section 2** and **Section 3**) 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. 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.

3. The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, e.g., a 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

RFP **Section 2**, Contractor Requirements: Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered Contract Deliverables must be recognized in the Work Plan.

4. Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal. The proposed schedule shall indicate how the Offeror plans to meet all the implementation requirements found in **Section 2.4.1**. Offerors are to propose an estimated implementation duration as part of their technical proposal.

5. 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.

6. 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**.

7. The Offeror shall provide a Backup solution/strategy recommendation as part of its Proposal.

8. Disaster Recovery 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.

9. 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 2.4.4**. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.

10. The Offeror shall include an SLA as identified in **Section 3.4**, 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.

11. Description of technical risk of migrating from the existing system.

12. Product Requirements

- a) Offerors may propose 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 each offering:
 - 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 disaster recovery 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 Solution, including generating industry standard formats;
- xii) Any processing or storage of data outside of the continental U.S;
- xiii) Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement) – see also **Section 5.3.2**;
- xiv) Compatibility with the State’s existing single sign-on system, SecureAuth or other single sign-on approaches;
- xv) APIs offered, and what type of content can be accessed and consumed;
- xvi) 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;
- xvii) 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);
- xviii) 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 principles 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**;
- xix) 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:

- (1) Procedures for and requirements for hiring staff (such as background checks);
- (2) Any non-disclosure agreement Contractor Personnel sign;
- (3) Whether the service is furnished out of the continental U.S. (see security requirements in **Section 3.7**);
- (4) Certifications such as FedRAMP;
- (5) Third party security auditing, including FISMA;
- (6) Published Security Incident reporting policy; and
- (7) Cybersecurity insurance, if any, maintained.

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 sixteen (16) key resources and shall describe in a Staffing 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 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 3.10.2**. 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 Scope of Work 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 Substitution Prior to and Within 30 Days after Contract Execution in **Section 3.11.5**).
4. Provide an organizational chart outlining Personnel and their related duties. 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.

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 RFP **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 e-mail address, if available, of point of contact 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, e-mail 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**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

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 **Attachment B**, the Financial Proposal Form. 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; or
- 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; and
- 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 the 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 the 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 e-mail. Further, each Letter of Authorization shall be less than twelve (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; and
 - 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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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 criterion have equal weight.

6.2.1 Offeror's Technical Response to Requirements and Work Plan (See **RFP § 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.

A. To what extent has the Offeror documented and demonstrated successful performance of the following activities in the last five years:

1. Increasing utilization of dental services for the Medicaid population?
2. Developing and maintaining a comprehensive dental Provider network?
3. Developing and implementing outreach and education programs?
4. Operating accurate and efficient customer service centers for Providers and Participants?
5. Prior authorization and utilization management procedures?
6. Claims
 - a) Paying claims accurately and timely, including pre-authorization verification.
 - b) The ability to accept and process electronic billing files.

B. To what extent does the work plan demonstrate the understanding and ability of the Offeror to successfully meet the requirements, Deliverables and the time frames of the RFP, including a timeline showing all critical steps and responsible staff for each component?

C. To what extent does the work plan demonstrate the Offeror understands the technical and logistical challenges of the Medicaid program as they relate to the requirements of the RFP?

D. Is the work plan reasonable to achieve the Department's goals, objectives and requirements?

E. To what extent does the Offeror demonstrate that its Provider portal has the functionality to meet the requirements of the Contract, including the ability to allow Providers to apply, receive pre-authorizations, and file claims online?

6.2.2 Experience and Qualifications of Proposed Staff (See **RFP § 5.3.2.G**)

A. To what extent has the Offeror documented that Key Personnel assigned to the project has experience with the various components of the RFP?

B. Does the Offeror adequately describe the appropriate personnel with their qualifications and their respective areas of responsibility?

6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See **RFP § 5.3.2.H**)

1. To what extent has the Offeror documented and demonstrated sufficient physical, technological, personnel, and financial resources to fulfill the requirements of the RFP.

2. Is the organizational structure of the Offeror well-suited to the provision of services under the RFP?

3. Does the Offeror have a demonstrated history of fiscal and legal integrity?

4. To what extent do the Offeror's references support the information provided in their proposal?

6.2.4 Economic Benefit to State of Maryland (See **RFP § 5.3.2.O**)

To what extent does the proposal demonstrate an economic benefit to the State of Maryland?

Offeror's that surpass the MBE and VSBE requirements found in **Section 4.26** and **Section 4.27** will receive preferential scoring during evaluation.

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**

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; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

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 a 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 (Substitution of Personnel).**

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 with 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 Table 1 of **Section 7** – RFP Attachments and Appendices.

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7 RFP ATTACHMENTS AND APPENDICES

7.1 Instructions Page

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 Table 1 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 Table 1.

For documents required as part of the Proposal:

1. For eMMA submissions, submit one (1) copy of each with original signatures. All signatures must be clearly visible.

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 1 below in the “When to Submit” column.

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 1 below in the “When to Submit” column.

Table 1: RFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Proposal	B	Financial Proposal Instructions and Form
Y	With Proposal	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	D	MBE Forms D-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)
Y	Ten (10) Business Days after recommended award	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) Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
Y	As directed in forms	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)

Applies?	When to Submit	Label	Attachment Name
Y	With Proposal	E	<p>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)</p> <p>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.</p>
Y	Five (5) Business Days after recommended award	E	<p>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)</p> <p>Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.</p>
Y	With Proposal	F	<p>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)</p>
Y	With Proposal	G	<p>Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)</p>
Y	With Proposal	H	<p>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)</p>
Y	Five (5) Business Days after recommended award – However, suggested with Proposal	I	<p>Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)</p>
Y	Five (5) Business Days after recommended award – However, suggested with Proposal	J	<p>HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPABusinessAssociateAgreement.pdf)</p>
Y	With Proposal	L	<p>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)</p>

Applies?	When to Submit	Label	Attachment Name
Y	Five (5) Business Days after recommended award	M	Contract (included in this RFP)
Y	Five (5) Business Days after recommended award	N	Contract Affidavit (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf)
APPENDICES			
Applies?	When to Submit	Label	Attachment Name
Y	N/A	1	Abbreviations and Definitions (included in this RFP)
Y	With Proposal	2	Offeror Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)
Y	Before Proposal, as directed in the RFP.	3	Non-Disclosure Agreement (Offeror) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-3-Non-Disclosure-Agreement-Offeror-1.dotx)
Y	N/A	4	Maryland Healthy Smiles Dental Program Fee Schedule
Y	N/A	5	EPSDT Dental Periodicity Schedule
Y	N/A	6	Map of Maryland Health Professional Shortage Areas
Y	N/A	7	Serving Capacity of FQHC Dental Clinics in Maryland
Y	N/A	8	Local Health Department Dental Capacity
Y	N/A	9	Maryland's 2018 Annual Oral Health Legislative Report

Applies?	When to Submit	Label	Document Name
Y	Five (5) Business Days after recommended award	10	Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	Ten (10) Business Days after recommended award	11	PEP; 1 copy
Y	With Deliverables	--	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 23-19707

Maryland Medicaid Dental Benefits Administrator

A Pre-Proposal conference will be held on September 20, 2022 at virtually.

Dental ASO Preproposal Conference Call

Tuesday, September 20, 2022 at 11:00am Local Time

Google Meet joining info

Video call link: <https://meet.google.com/gkn-nwno-gec>

Please return this form by Monday, September 19, 2022 2pm local time advising whether or not your firm plans to attend. The completed form should be returned via e-mail or fax to the Procurement Officer at the contact information below:

Calvin Johnson
Maryland Department of Health (MDH)
E-mail: calvin.johnson@maryland.gov

Please indicate:

_____ Yes, the following representatives will be in attendance.

Attendees (Check the RFP for limits to the number of attendees allowed):

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

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

Offeror:

Offeror Name (please print or type)

By:

Signature/Seal

Printed Name:

Printed Name

Title:

Title

Date:

Date

Attachment B. Financial Proposal Instructions & Form

B-1 Financial Proposal Instructions

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.

The Financial Proposal Form is used to calculate the Offeror's TOTAL Proposal PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) 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.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) 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**.
- E) 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.
- F) 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.
- G) 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.
- H) 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.
- I) 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.
- J) 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.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

B-1 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 attached spreadsheet entitled, “Attachment B - MDH DASO Financial Proposal Form”.

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

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

This solicitation includes a Minority Business Enterprise (MBE) participation goal of 20 percent and no subgoals.

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

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

This solicitation includes a VSBE participation goal of 0.5 percent.

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. The 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 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 liquidated damages 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.shtml> 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 <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentH-ConflictofInterestAffidavit.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. 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)
“Maryland Medicaid Dental Benefits Administrator”

<<solicitationNumber>>

THIS CONTRACT (the “Contract”) is made this ___ day of _____, 20__ by and between _____ (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND 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 this 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 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 Maryland Medicaid Dental Benefits Administrator, Solicitation # <<solicitationNumber>>, 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 clarifications and requests for 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 this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this 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 this 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 this 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 this 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 _____ ("Initial Term").
- 3.2 In its sole discretion, the Department shall have the unilateral right to extend the Contract for two (2) successive one (1) year renewal options (each 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 this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this 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 this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

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

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this 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; and
- (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 this 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 this 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 this 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 this 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 this Contract.

5.2 The Contractor agrees that at all times during the Term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this 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 this 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 this 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 this 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 this 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 this 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 this 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 this 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 this 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 this 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 Section 5.3, 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 this 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 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 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 this 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 this 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 this 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 this 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 this 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 this 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 this 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 this Contract, shall, during the pendency and Term of this 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 this 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 this Contract or any purchase order, task order, or Notice to Proceed 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 this 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 bona fide 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 bona fide agent any fee or any other consideration contingent on the making of this 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 this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year 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 this 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 this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this 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 this 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 this 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 this 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 this Contract are applicable to this 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 this 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 this 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:

- a. 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;
- b. 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;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this 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 this 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 this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this 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 this 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 this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this 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 this 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 6 ("Indemnification") of this 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 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this 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 this 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 this Contract and may result in termination of this 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.

- 30.3 As a condition of entering into this 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 this Contract and may result in Contract termination, disqualification by the State from participating in State Contracts, and other sanctions.
- 30.4 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 subcontract 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; and
 - 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 this 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 this Contract are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this 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 this 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 this Contract shall continue subject to the respective terms and conditions of this 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 this Contract.

36. Miscellaneous

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 If any Term contained in this 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 this 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 this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this 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 this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this 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:

Claire Serio
Phone Number: 410-767-1489
E-Mail: claire.serio@maryland.gov

With a copy to:

Jim Beauchamp
Maryland Department of Health (MDH)
E-Mail: jim.beauchamp@maryland.gov

If to the Contractor:

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

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 liquidated damages 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 liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages 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): \$<<insert value>> 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): \$<<insert value>> 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 >> per day until the undisputed amount due to the MBE subcontractor is paid.

39.2 Notwithstanding the assessment or availability of liquidated damages, 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)

(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 this 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 this 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 this 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 this Contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this 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. Recipient Eligibility File Layouts and Daily Process

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

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

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

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

FIELD NAME	FIELD NUM	START	END	LENGTH	DATA TYPE
*Transaction Code	1	1	1	1	Alpha-Numeric
Recipient's Original ID	2	2	12	11	Numeric
**Coverage Group	3	13	15	3	Alpha-Numeric
Eligibility Begin Date	4	16	25	10	Alpha-Numeric
Eligibility End Date	5	26	35	10	Alpha-Numeric
Split Bill Amount	6	36	44	9	Numeric
***Program Participation Indicator	7	45	47	3	Alpha-Numeric
Provider Number	8	48	56	9	Numeric
Provider Number2	9	57	65	9	Numeric
****Coverage Type	10	66	66	1	Alpha-Numeric
Filler	11	67	81	15	Spaces

*Transaction Code – Values are ‘A’, ‘C’ or ‘D’

**Coverage Group – See attached Document for listing

***Program Participation Indicator - See attached Document for values

****Coverage Type - See attached Document for valid values

DAILY UPDATE DEMOGRAPHIC FILE LAYOUT

FIELD NAME	FIELD NUMBER	START	END	LENGTH	DATA TYPE
*Transaction Code	1	1	1	1	Alpha-Numeric
Recipient's Original ID	2	2	12	11	Numeric
Recipient's SSN	3	13	21	9	Numeric
Recipient's Last Name	4	22	41	20	Alpha-Numeric
Recipient's First Name	5	42	56	15	Alpha-Numeric
Recipient's Middle Initial	6	57	57	1	Alpha-Numeric
Recipient's Suffix	7	58	61	4	Alpha-Numeric
Recipient's Phone Number	8	62	71	10	Numeric
Recipient's DOB	9	72	81	10	Alpha-Numeric
Recipient's DOD	10	82	91	10	Alpha-Numeric
Recipient's Address-1	11	92	113	22	Alpha-Numeric
Recipient's Address-2	12	114	135	22	Alpha-Numeric
**Recipient's County	13	136	137	2	Numeric
Recipient's State	14	138	139	2	Alpha-Numeric
Recipient's Zip Code	15	140	148	9	Numeric
***Recipient's Race Code	16	149	149	1	Alpha-Numeric
Recipient's Medicare ID Number	17	150	161	12	Alpha-Numeric
****ES PDT Indicator	18	162	162	1	Alpha-Numeric
*****Recipient's Sex Code	19	163	163	1	Alpha-Numeric
*****TPL Indicator	20	164	165	2	Alpha-Numeric
*****Insurance Code	21	166	167	2	Alpha-Numeric
Date of Entry	22	168	177	10	Alpha-Numeric
Recipient's Current ID	23	178	188	11	Alpha-Numeric
*****Buy-In Indicator	24	189	189	1	Alpha-Numeric
*****Dup Card Code	25	190	190	1	Numeric

*****Citizenship Verification Indicator	26	191	191	1	Alpha-Numeric
*****Identity Verification Indicator	27	192	192	1	Alpha-Numeric
Redet Date	28	193	202	10	Alpha-Numeric
Recipient's City	29	203	220	18	Alpha-Numeric
HOH Name	30	221	245	25	Alpha-Numeric
HOH Case	31	246	254	9	Numeric
Filler	32	255	300	46	Spaces

Recipient Eligibility Daily Update Process

Very important: Only field used for matching in MMIS is the Original Recipient ID, which is our key. This field should be used to link all the interface files together. All updates should be treated as replacement of previous data. After updates have been applied the resulting eligibility should mirror eligibility in MMIS.

On a daily basis, MDH extracts recipients using a rolling 3-year eligibility history criteria. If the recipient has had eligibility within the past 3 years, all of their information is extracted for comparison. The current night's file is compared to the previous night's file in order to capture any changes in the recipient's information. Three types of transactions can result from this comparison...Add, Change, Delete.

1. Add scenario occurs when the recipient wasn't on the previous night's file but is on the current night's file. You will receive records on all affected files for these recipients with an update code of "A".
2. Change scenario occurs when information from previous night's file is different from current night's file. This may be a demographic, eligibility, or id update. You will only receive records on the files that are affected by the change. For instance, if it is only a demographic change (any field contained on the demographic file) you will only receive a record on the demographic file with update code of "C". If it is only a change in eligibility information, you will receive records on the eligibility file with update code of "C". If the changes cover multiple files you will receive records on the affected files with update code of "C".

Please note that a change is actually a delete and an add. What is in the vendor's maintenance file should be deleted and updated with what is sent in the MDH update file.

3. Delete scenarios occur when the recipient information is on the previous night's file but not the current night's file. These will have an update code of "D" and will only occur in two files – Buy In and Demographic.
 - A. Buy In scenario – Records marked with 'D' update code are to be deleted from the Buy In eligibility information only.

- B. Demographic Delete scenario - When you receive a record on the demographic file, you will not receive records on the other files because it is expected to be a cascading delete from the parent (demographic) file to the other files.
- 1) Deletes can be results of:
 - a) a merge process where a recipient had two different records on MMIS and we have merged their information or
 - b) the recipient has not had Medicaid in the past 3 years (they have fallen out of our selection range)
 - 2) In the case of a merge scenario, a demographic record with update code of “D” will be sent in order to delete all records related to that original recipient id from the system. The deleted id will now become an alternate id of the case to be kept. You will receive records with update code of “C” on the affected files, usually demographic, ID link and eligibility files. On the ID link file, the deleted id will be listed as a MA ID for the original recipient ID we are maintaining.
 - 3) In the case of a deletion as a result of no Medicaid eligibility for the past 3 years, you will receive a demographic record with update code of “D”. Should the recipient ever regain Medicaid eligibility, you will receive records for them under the Add scenario.

Attachment Q. Provider File Layout

FIELD LEVEL/NAME	PICTURE	FIELD	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					
	GROUP	3	71	73	3
10 PROVIDER-SPEC-CODE(1)	999	4	71	73	3
5 PROVIDER-TYPE	XX	5	89	90	2

Attachment R. Connectivity to MDH File Exchange System

Connectivity to MDH File Exchange Systems

- 1) CONNECT:DIRECT
- 2) MMEE
- 3) sFTP (Secure FTP)
- 4) Email

1) CONNECT:DIRECT

Interface files between the Department and Contractor include:

- Participant eligibility file
- Provider file
- Claims history (start-up)
- Encounter history (start-up)

CONNECT:DIRECT by IBM (formerly Sterling Commerce) is the supported connectivity standards for file exchange between Annapolis Data Center (ADC) and vendors of the State of Maryland.

Vendors will establish connectivity via Connect Direct to the ADC. The ADC uses an IP solution for their Connect:Direct customers. The IP connection using Connect:Direct will be over the Internet, not a private connection to ADC. With the connection via the Internet, it is mandatory to utilize the Secure+ feature, which is additional Connect:Direct software that the Contractor will need to purchase. Connect:Direct by Sterling Commerce is the supported connectivity standards for file exchange between ADC and vendors of the State of Maryland.

For more information go to:

https://www.ibm.com/support/knowledgecenter/beta/el/SS4PJT_5.2.0/com.ibm.help.cd52.overview.doc/com.ibm.help.cdoverview.doc/CDO_About_CD.html.

2) MMEE: MARYLAND MEDICAID ELECTRONIC EXCHANGE WEB PORTAL

Exchange 837D claims and 835 Remittance Advice transactions:

- 837 Health Care Dental Claim ANSI X12N 005010X224A2
- 835 Health Care Claim Payment/Advice ANSI X12N 005010X221A1
- 997 Acknowledgement 005010X230 or 999 Acknowledgment 005010X231A1

MMEE Web Portal:

By using <https://editps.dhmh.state.md.us>, you are using a secure web site/FTP server. Your file is encrypted through a secure server using SSL 128-bit encryption.

The Contractor must complete a trading partner agreement and enrollment forms to enroll as EDI submitter with the State of Maryland's Department Health and Mental Hygiene. To enroll, follow the instructions at: <http://dhmh.maryland.gov/hipaa/SitePages/testinstruct.aspx>

3) sFTP (Secure FTP)

MDH and the Contractor will utilize the Department's secure FTP server to exchange various reports as defined in the RFP. The Contractor will enroll for FTP access when requesting access to the MMEE Web Portal. The Contractor will provide their PGP (or GPG) public key.

4) EMAIL

MDH and the Contractor will utilize email to exchange various reports that do not contain PHI information along with general communications.

Appendix 1. – Abbreviations and Definitions

1. For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:
AAPD – American Academy of Pediatric Dentistry.
2. **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.
3. **Access** – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
4. **Action** – The denial or limited authorization of a requested service.
5. **ADA** – American Dental Association.
6. **Administrative Hearings** – An appeal hearing that takes place outside the judicial process before hearing examiners who have been granted judicial authority specifically for the purpose of conducting such hearings.
7. **Adverse Action** – Any Action taken by the Contractor to deny, reduce, terminate, delay, or suspend a covered service.
8. **Ambulatory Surgical Center (ASC)** - An entity capable of providing ambulatory surgical services, which is not located in a hospital setting, and which is Medicare-certified to furnish ambulatory surgical services as defined in COMAR 10.09.42.01.A5.
9. **Appeal** – The process to resolve a Participant’s dispute with any adverse action. The appeal procedure shall be governed by the Department’s regulations (see COMAR 10.09.36.09) and any and all applicable administrative or court orders.
10. **Application Program Interface (API)** – Code that allows two software programs to communicate with each other.
11. **Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
12. **Children’s Health Insurance Program (CHIP)** – A joint federal and State program that provides health coverage to uninsured children in families with incomes too high to qualify for Medicaid, but too low to afford private coverage.
13. **Claim** – An itemized statement requesting payment for services rendered by providers billed electronically, billed through a web-based portal or on the ADA dental claim form.
14. **CMS** – Centers for Medicare and Medicaid Services.
15. **COMAR** – Code of Maryland Regulations available online at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
16. **Comprehensive Assessment** – An assessment that provides a detailed overview of a participant’s dental needs.

17. **Consultation** – Written opinion or advice rendered by a Dentist or Dental Hygienist, upon request by the patient’s attending physician or Dentist, for the further evaluation or management of the patient by the attending physician or Dentist. If the consultant Dentist or Hygienist assumes responsibility for the continuing care of the patient, a subsequent service rendered by him/her is not a consultation.
18. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
19. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.
20. **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 and MBE/VSBE compliance, and achieving completion of the Contract Deliverables; on budget, on time, and within scope. The Contract Monitor may authorize in writing one (1) 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.
21. **Contractor** – The selected Offeror that is awarded a Contract by the State.
22. **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.
23. **Coordination of Benefits (COB)** - The activities involved in determining Medicaid benefits when an enrollee has coverage through an individual, entity, insurance, or program that is liable to pay for health care services.
24. **Covered Services** – All medically necessary dental services for Medicaid eligible Participants.
25. **DAC or MDAC** – Maryland Dental Action Committee (formerly known as Dental Action Committee).
26. **Data Breach** – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
27. **DBA** – Dental Benefits Administrator (see also “Contractor”).
28. **Defects** – System bugs or deficiencies, such as when the system produces results that are not consistent with the approved requirements. Defects shall be fixed by the Contractor without additional cost to the Department. Defects prioritized as urgent and high are required to have a scheduled deployment date that is mutually agreed upon between the Department and Contractor but not to exceed three (3) months from the time of identification of the Defect.
29. **Dental Administrative Services Organization (DASO)** – The term used for the Contractor for purposes of implementation and CMS certification of the Contract.

30. **Dental Assistant** - A person who assists the Dentist or Dental Hygienist in various dental procedures. A Dental Assistant may take x-rays if this individual is certified by the Maryland Board of Dental Examiners as a 'Dental Radiation Technologist' as defined in the Maryland Health Occupations Code Ann. Section 4-101.

31. **Dental Home** – The Dental Home is the on-going relationship between the Dentist and patient, including all aspects of oral health care that are delivered in a comprehensive, accessible and coordinated way.

32. **Dental Home Program** – As defined by the AAPD, the provision of comprehensive oral health care including acute care and preventive services; comprehensive assessment for oral diseases and conditions; individualized preventive dental health program; anticipatory guidance about growth and development issues (e.g., teething, digit, or pacifier habits); plan for acute dental trauma; information about proper care of the child's teeth and gingivae; dietary counseling; referrals to dental specialists when care cannot directly be provided within the Dental Home Program; education regarding future referral to a Dentist knowledgeable and comfortable with adult oral health issues for continuing oral health care; and referrals at an age determined by Participant, parent, and/or pediatric Dentists.

33. **Dental Hygienist** - A person licensed by the Maryland Board of Dental Examiners as a Dental Hygienist, as defined in the Maryland Health Occupations Code Ann. Section 4-101.

34. **Dental Services** – Emergency, diagnostic, preventive, restorative, or therapeutic services for oral diseases, which are administered by or under the direct supervision of a Dentist in the practice of his/her profession.

35. **Dentist** – A person licensed by the Maryland Board of Dental Examiners as a Dentist.

36. **Department** – The Maryland Department of Health or MDH.

37. **Department of Social Services (DSS)** - Has the meaning stated in Human Services Article, Title 3, Annotated Code of Maryland.

38. **Direct Supervision** – Occurs when a licensed Dentist is physically present in the same area of a facility as a Dental Hygienist or dental assistant who provides services within the scope of the Dental Hygienist or dental assistant's licensure.

39. **Early Childhood Caries** - A biofilm (plaque)-induced acid demineralization of enamel or dentin, mediated by saliva. The disease of early childhood caries is the presence of one (1) or more decayed (noncavitated or cavitated lesions), missing (due to caries), or filled tooth surfaces in any primary tooth in a child 71 months of age or younger. In children younger than 3 years of age, any sign of smooth-surface caries is indicative of severe early childhood caries (S-ECC). From ages 3 through 5, one (1) or more cavitated, missing (due to caries), or filled smooth surfaces in primary maxillary anterior teeth or a decayed, missing, or filled score of ≥ 4 (age 3), ≥ 5 (age 4), or ≥ 6 (age 5) surfaces constitutes S-ECC.

40. **e-Medicaid Portal** – Secure online tool which may be utilized to enroll as a Medicaid Provider, verify Participant eligibility, and obtain payment information.

41. **eMMA** – eMaryland Marketplace (see RFP Section 4.2).

42. **Emergency Services** – Services necessary for the treatment of any condition requiring Immediate attention for the relief of pain, hemorrhage, acute infection, or traumatic injury to the teeth, supporting structures (that is, periodontal membranes, gums, and alveolar bone), the jaws, and tissues of the oral cavity; or prophylactic surgical procedures before radiation therapy or chemotherapy for neoplasms.

43. **Enhancements** – Enhancements are system modifications deemed necessary by the Department that are not defects. Enhancements are change request items that are routed through the Change Control process, with approved changes being incorporated into the core project requirements and design. Enhancements are required to have a scheduled deployment date that is mutually agreed upon between the Department and Contractor but not to exceed six (6) months from the time of approval. Most system enhancements are not expected to result in additional cost to the Department. For items that may be considered for additional payment, the Contract Monitor’s approval is required prior to the Contractor starting work on the change request.

44. **Enterprise License Agreement (ELA)** – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.

45. **EPSDT** – Early and Periodic Screening, Diagnosis, and Treatment program mandated by 42 U.S.C. § 1396d (e) and amended by the Omnibus Budget Reconciliation Act (OBRA) of 1989.

46. **FFP** – The federal government’s share of a State’s expenditures under the Medicaid program. Certain administrative costs may be matched at a higher or “enhanced” rate as detailed in 42 CFR 433.15(b)(1)-(6).

47. **FQHC** – Federally Qualified Health Center, as defined in 42 § CFR 405.2401(b), as amended.

48. **FTP** – File Transfer Protocol.

49. **Full Replacement File** – A file containing demographic information for all Participants that have had Medicaid eligibility during Contract period.

50. **Go-Live Date** – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation. The Go-Live Date for the Contract is anticipated to be January 1, 2022.

51. **Health Insurance Portability and Accountability Act (HIPAA)** – A federal Act passed in 1996 and amended in 2009 requiring standardization of electronic patient health, administrative, and financial data; unique health identifiers for individuals, employers, health plans, and health care providers; and security standards to protect the confidentiality and integrity of individually identifiable health information past, present, or future.

52. **HRSA** - Health Resources and Services Administration.

53. **IKN (Insure Kids Now)** - The Insure Kids Now (IKN) website is a State locator tool which offers profile information for each oral health care provider participating in Medicaid and Children's Health Insurance Program (CHIP).

54. **Immediate** – Means an action that should occur, be acted upon or accomplished without a lapse in time.

55. **Information System** – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

56. **Information Technology (IT)** – All electronic information-processing hardware and software, including (a) maintenance; (b) telecommunications; and (c) associated consulting services.

57. **Joint Chairman’s Report (JCR)** - An annual report adopted by the Maryland General Assembly and lists each action to be adopted with language explaining the decision that includes committee narrative adopted by the budget committees, which is generally used to request reports or additional information.

58. **Key Personnel** – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract.

59. **Language Accessibility Statement** – Document that adheres to Title 1557 and provides language accessibility options for Participants

60. **Local Time** – 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.

61. **Management Information System (MIS)** - a database of information that can be programmed to create regular reports on operations in a company.

62. **Maryland Health Benefit Exchange**” means the unit of State government that determines initial and continuing eligibility for the MAGI-based insurance affordability programs, including, by delegation, certain eligibility in the Program.

63. **Maryland Healthy Smiles Dental Program (MHSDP)** – The Maryland Medical Assistance Dental Program offering dental benefits to individuals less than 21 years of age, pregnant women through their postpartum period, REM Participants over 21 years of age, former foster care recipients up to the age of 26 and eligible Participants over the age of 21.

64. **Managed Care Organization (MCO)** – An entity that provides comprehensive somatic care services through the HealthChoice Program for most children and pregnant women enrolled in the Maryland Medical Assistance Program.

65. **Medicaid Management Information System (MMIS-II)** – The eligibility, enrollment, and payment information system of the Maryland Medical Assistance Program.

66. **Medical Assistance Program (Medicaid)** – The program of comprehensive medical and other health-related care for categorically eligible and medically needy persons authorized by Title XIX of the Social Security Act and administered in Maryland by the Department.

67. **Medical Record** – In this context, a single complete record kept at the site of the Participant’s dental treatment(s) which documents all of the dental treatment plans developed, dental services ordered for the Participant, and dental services received by the Participant.

68. **Medically Necessary** – A service or benefit that is: 1) directly related to diagnostic, preventive, curative, palliative, rehabilitative, or ameliorative treatment of an illness, injury, disability, or health condition; 2) consistent with currently accepted standards of good medical practice; 3) the most cost efficient service that can be provided without sacrificing effectiveness or access to care; and 4) not primarily for the convenience of the consumer, family, or Provider.

69. **MESMT** – Medicaid Enterprise Systems Modular Transformation.

70. **MFCU** – The Maryland Fraud Control Unit.

71. **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.

72. **Mobile Dental Unit (MDU)** - Any self-contained facility in which Dentistry will be practiced and which may be moved, towed, or transported from one location to another as defined in COMAR 10.09.05.01B(24).

73. **Maryland’s Medicaid Enterprise Systems Modular Transformation (MMT) Program** - A comprehensive program with a goal of completely redesigning and modernizing Maryland’s current MMIS to address current operational needs with a focus on strengthening program integrity and improving customer service.

74. **Network Provider** – The health care entity or professional who is either employed by or has executed a provider agreement with the Contractor, or its subcontractor, to render covered services to Participants.

75. **Non-Compliant Participant** – A Participant who refuses or fails to seek dental care, habitually misses scheduled dental appointments or have no history of dental visits in MMIS-II.

76. **Non-Covered Services Agreement** – An agreement between a MHSDP Provider and an eligible Participant, in which the Participant acknowledges there may be an out-of-pocket expense for the services they are receiving.

77. **Normal State Business Hours** – Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State holidays, which can be found at: ww.dbm.maryland.gov; keyword: State Holidays.

78. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that work under the Contract, project, Task Order 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, Task Order 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.

79. **NTP Date** – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.

80. **Offeror** – An entity that submits a Proposal in response to this RFP.

81. **OIG** – The Office of the Inspector General.
82. **Operations Procedure Manual** – Document by which the selected Contractor provides guidance for Contractor employees to perform their functions correctly and reasonably efficiently.
83. **Parallel Testing** – Software testing exercise in which multiple versions or subcomponents of an application are tested with same input on different systems simultaneously. The purpose of parallel testing is finding out if legacy version and new version are behaving the same or differently and ensuring whether new version is more efficient or not.
84. **Participant** – A person who is certified eligible by the Department and is eligible for, and is receiving Medical Assistance benefits, which includes the Maryland Healthy Smiles Dental Program.
85. **Personally Identifiable Information (PII)** – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
86. **Project Management Body of Knowledge (PMBOK)** – A standard set of terminology and guidelines for project management.
87. **Preauthorization** – An approval required from the Department or its designee before the provision of dental services.
88. **Primary Care Dentist (PCD)** – A primary care Dentist (PCD) is the principal dental care provider for a Participant; responsible for coordinating and integrating dental care for the participant.
89. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), 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.
90. **Proposal** – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
91. **Protected Health Information (PHI)** – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
92. **Provider** – 1) An individual, association, partnership, or an incorporated or unincorporated group of Dentists, duly licensed to provide services for Participants, and who, through appropriate agreement with the Department, has been identified as a Program Provider by the issuance of an individual account number; or 2) an approved dental school whose students are permitted under Health Occupations Article, 4-301(b)(1), Annotated Code of Maryland, to treat dental patients and which, through Provider Agreement with the Department, has been identified as a Program Provider by issuance of an individual account number.

93. **Provider Agreement** – An agreement between the Contractor and a provider or a subcontractor and a provider of oral health care services, which describes the conditions under which the provider agrees to furnish covered services to participants.
94. **Quality Assurance** – The ongoing process of assuring that the delivery of health care is appropriate, timely, accessible, available, and medically necessary. Make improvements as necessary to ensure established guidelines, and standards are reflective of the current state of medical/dental protocols.
95. **REM** – Rare and Expensive Case Management Program.
96. **Recovery Point Objective (RPO)** – The maximum acceptable amount of data loss an application can undergo before causing measurable harm to the business.
97. **Recovery Time Objective (RTO)** – How much downtime an application experiences before there is a measurable business loss.
98. **Request for Proposals (RFP)** – This Request for Proposals issued by the Maryland Department of Health (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
99. **Revalidation Process** – The process in which the State must review and update enrollment data for all Medicaid Providers, including collecting disclosures, at least every five (5) years, as required under 42 CFR § 455.414.
100. **Security Incident** – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
101. **Security or Security Measures** – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
100. **Sensitive Data** - Means PII; PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
101. **Service Level Agreement (SLA)** - Commitment by the Contractor to the Maryland Department of Health that defines the performance standards the Contractor is obligated to meet.
102. **SLA Activation Date** - The date on which SLA charges commence under the Contract, which may include, but to, the date of (a) completion of Implementation, (b) a delivery, or (c) releases of work.

103. **Service Location** - Any location at which a Participant obtains any oral health care service covered by the Contractor pursuant to the terms of this RFP.

104. **Software** - The object code version of computer programs licensed pursuant to the Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.

105. **Software as a Service (SaaS)** - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this RFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document.

106. **Solution** - All Software, Deliverables, services and activities necessary to fully provide and support the RFP Scope of Work. 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.

107. **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.

108. **Start-up Period** – The nine (9) month period prior to the Contract Go-Live Date; also referred to as the Transition-In period.

109. **Specialty Services** – Dental services that are generally considered outside standard dental services because of the specialized knowledge required for service delivery and management, including, but not limited to, pediatric dentistry, oral surgery, endodontics, periodontics and orthodontics.

110. **State** – The State of Maryland.

111. **Subcontract** – An agreement entered into by the DBA with any other organization or person who agrees to perform any administrative function or service for the DBA specifically related to securing or fulfilling the DBA’s obligations to the Department under the terms of this RFP (e.g., claims processing, outreach and education, Provider relations) when the intent of such an agreement is to delegate the responsibility for any major service or group of services required by this RFP. Agreements to provide covered services shall be considered Provider Agreements and not subcontracts.

112. **Subcontractor** – Any State approved organization or person who provides any function or service for the DBA specifically related to securing or fulfilling the DBA’s obligations to the Department under the terms of this RFP. For the purposes of the Contract, the subcontractor’s Providers shall also be considered Providers of the Contractor.

113. **System Documentation** – 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:

114. **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 including:
- A. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality;
 - B. All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system;
 - C. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation;
 - D. A complete list of Third Party, 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);
 - E. All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides; and
 - F. Operating procedures.
115. **Technical Safeguards** – The technology and the policy and procedures for its use that protect State data and control access to it.
116. **Technical Support** – The Contractor-provided assistance for the services or Solution furnished under the Contract, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier II – IV support.
117. **Third Party Liability (TPL)** – Any monetary amount due for all or part of the cost of medical care from a third party, other than the Department or Participant.
118. **Third Party Software** – Software and supporting documentation that:
- A. Are owned by a third party, not by the State, the Contractor, or a subcontractor;
 - B. Are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - C. Are specifically identified and listed as Third-Party Software in the Proposal.
119. **Total Proposal Price** - The Offeror’s total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.
120. **Upgrade** - A new release of any component of the Solution containing major new features, functionality and/or **performance** improvements.
121. **User** – Any person that utilizes any of the systems used to complete the scope of work of this RFP. Examples include, but are not limited to: Providers, Department Staff, and Participants.
122. **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.
123. **Web Portal** – Web based gateway that grants authorized users access to the DASO system.

124. **Working Day(s)** – Same as “Business Day(s).”

Appendix 2. – Offeror Information Sheet

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. – Non-Disclosure Agreement (Offeror)

This Non-Disclosure Agreement (the “Agreement”) is made this ___ day of _____ 20___, by and between _____ (hereinafter referred to as "the Offeror ") and the State of Maryland (hereinafter referred to as "the State").

Offeror warrants and represents that it intends to submit a Technical Proposal in response to RFP # <<solicitationNumber>> for Maryland Medicaid Dental Benefits Administrator. In order for the Offeror to submit a Technical Proposal, it will be necessary for the State to provide the Offeror with access to certain confidential information including, but not limited, to <<typeofNonDisclosureInfoOfferor>>. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described above, the Offeror agrees as follows:

1. Offeror will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its Technical Proposal.
2. Each employee or agent of the Offeror who receives or has access to the Confidential Information shall execute a copy of this Agreement and the Offeror shall provide originals of such executed Agreements to the State. Each employee or agent of the Offeror who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the Offeror.
3. Offeror shall return the Confidential Information to the State within five Business Days of the State’s Notice of recommended award. If the Offeror does not submit a Proposal, the Offeror shall return the Confidential Information to Calvin T. Johnson MDH on or before the due date for Proposals.
4. Offeror acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the Offeror’s failure to comply with the requirements of this Agreement. The Offeror consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the Offeror or any employee or agent of the Offeror to comply with the requirements of this Agreement, Offeror and such employees and agents of Offeror shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. Offeror acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement Contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding five (5) years or both. Offeror further acknowledges that this Agreement is a statement made in connection with a procurement Contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the Offeror to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the Offeror under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

Offeror: _____

By: _____
Signature/Seal

Printed Name: _____

Title: _____

Date: _____

Address: _____

Appendix 4. – MDH Resources

Appendix 4. MDH Resources

MDH resources, forms, and links can be found at the following links:

Maryland Healthy Smiles Dental Program (MHSDP) resources:

<https://health.maryland.gov/mmcp/Pages/maryland-healthy-smiles-dental-program.aspx>

Medicaid Provider Information, Manuals, and Fee Schedules:

<https://health.maryland.gov/mmcp/Pages/Provider-Information.aspx>

Reports and Publications

<https://health.maryland.gov/mmcp/Pages/Reports-and-Publications.aspx>

Appendix 5. – EPSDT Dental Periodicity Schedule

Appendix 5. EPSDT Dental Periodicity Schedule

The EPSDT program is a Federally mandated program for children from birth through 20 years that emphasizes the importance of prevention, early detection, risk assessment and timely treatment of conditions identified as a result of dental screening. Children enrolled in Medicaid or MCHIP are eligible for full EPSDT benefits in Maryland. Participants attaining the age of 21 are treated as adults beginning with the first month following their birthday. All dental services provided by the Contractor to children are considered EPSDT services. These are described as follows:

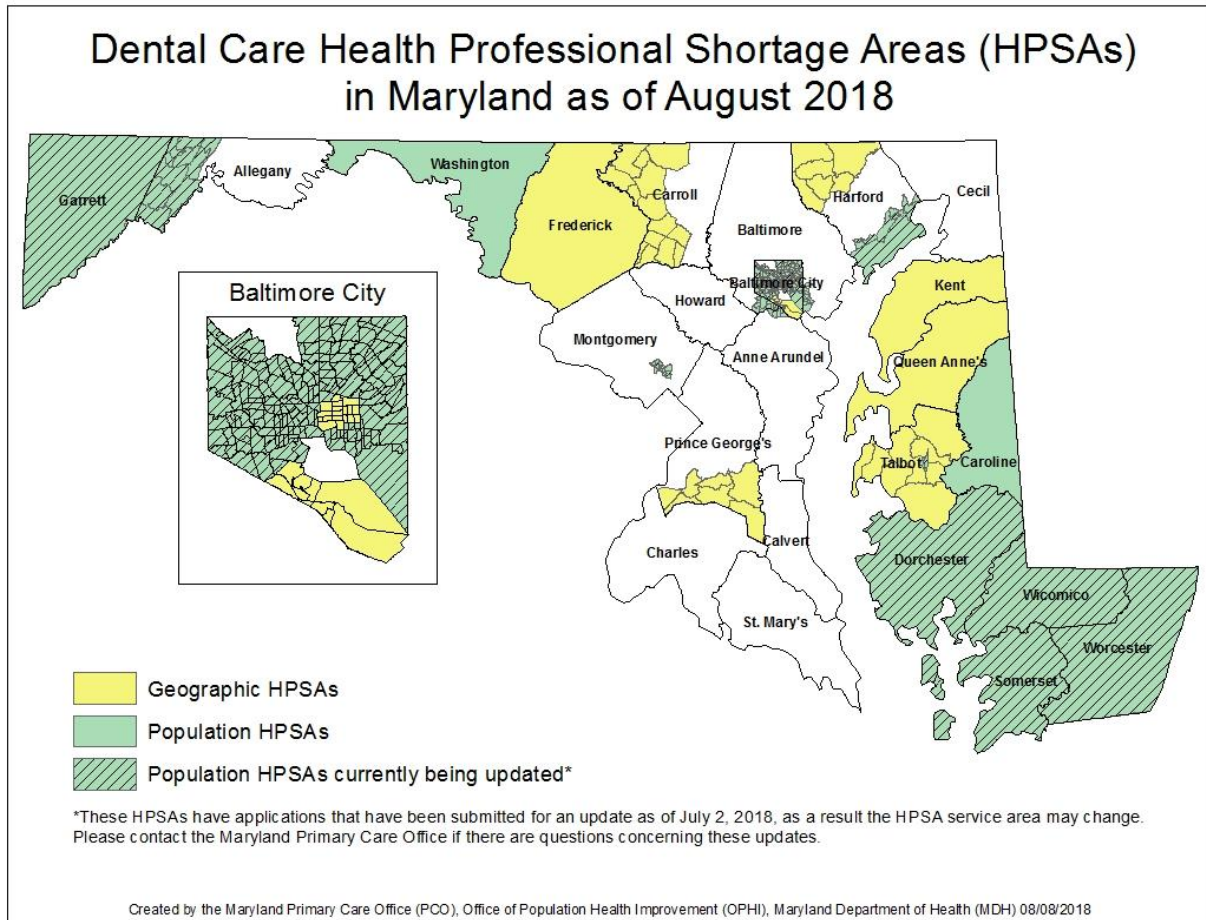
1. **Early** - A child's dental health is assessed as early as possible in the child's life by the Primary Care Dentist (PCD) in order to prevent or find potential diseases and/or disabilities in their early stages, when they are most effectively treated.
2. **Periodic** - The PCD will assess a child's dental health at regularly scheduled intervals to assure that a condition, illness, or injury is not incipient or present.
3. **Screening** - A dental health assessment to determine if a child is at risk and/or has a condition, illness, or injury that requires more definitive evaluation and/or treatment.
4. **Diagnosis** - The definitive evaluation by appropriate dental practitioners to determine the nature, extent or cause of a condition, illness, or injury.
5. **Treatment** - The dental services determined to be medically necessary for problems identified during screening or diagnostic evaluations.

Dental services should be provided at intervals that meet reasonable standards of dental practice. The State accepts the periodicity schedule developed by the American Academy of Pediatric Dentistry (AAPD) as the dental periodicity schedule for the Maryland Medicaid Program. The vendor will educate providers and participant's parents regarding this schedule. The schedule can be found at the following link.

<https://www.aapd.org/globalassets/assets/1/7/periodicity-aapdschedule.pdf>

Appendix 6. – Map of Maryland Health Professional Shortage Areas

Appendix 6. Map of Maryland Health Professional Shortage Areas as of August 2018



Appendix 7. – Serving Capacity of FQHC Dental Clinics in Maryland

Appendix 7. Serving Capacity of FQHC Dental Clinics in Maryland

This table provides an overview of the serving capacity of FQHC dental clinics. Throughout, it excludes local health departments, and the University of Maryland Dental School (unless otherwise noted). The table provides a detailed summary of the serving capacity of those localities.

FQHC	On-Site Clinics (Y/N)	# of Chairs	# of Dentists	# of Hours per Dentist	# of Dental Hygienists	# of Hours per Dental Hygienist	# of Dental Assistants	# of Hours per Dental Assistant	Notes
Baltimore City									
Chase Brexton	Y	10	3	40 hrs/wk	1	40 hrs/wk	6	40 hrs/wk	
Park West	Y	7	3	74 hrs/wk	1	35 hrs/wk	3	105 hrs/wk	Total hrs/wk per staff category (not per provider)
Family Health Centers of Baltimore	Y	4	1 FTE 1 PTE	40 hrs/wk 8 hrs/wk	0	N/A	2	40 hrs/wk	In the process of hiring another FT Dentist and a FT hygienist; FQHC also has a second location that will be able to offer dental services in the future
Health Care for the Homeless	Y	7	4 FTEs 1 PTE	4 FTEs – 40 hrs/wk	1	40 hrs/wk	5	40 hrs/wk	

				1 PTE - 8 hrs/wk					
Total Health Care	Y	10	3 FTEs 2 PTEs	3 FTEs - 40 hrs/wk 2 PTEs - 16 hrs/wk	1	40 hrs/wk	6	40 hrs/wk	
Baltimore County									
Chase Brexton	Y	2	1	40 hrs/wk	0	N/A	1	40 hrs/wk	
Cecil County									
West Cecil	Y	4	1 FTE 2 PTEs	169.25 hrs/mo	1 FTE 2 PTEs	161 hrs/mo	2 FTEs 1 PTE	312 hrs/mo	Total hrs/wk per staff category (not per provider)
Dorchester & Talbot County									
Choptank Community Health System	Y	7	5	40 hrs/wk	3	40 hrs/wk	9	40 hrs/wk	1 site in each county
Montgomery County									
Community Clinic	Y	13	5	152 hrs/wk	2	80 hrs/wk	8	320 hrs/wk	Total hrs/wk per staff category (not per provider)
Community of Hope	Y	Unknown	4	40 hrs/wk	2	40 hrs/wk	6	40 hrs/wk	
Greater Baden	Y	8	3	35 hrs/wk	1	35 hrs/wk	3	35 hrs/wk	
Prince Georges County									
Community Clinic	Y	4	1	40 hrs/wk	1	40 hrs/wk	3	120 hrs/wk	Total hrs/wk represents staff category for

									Dental Assistants (not per provider)
Somerset County									
Chesapeake Health Care	Y	24	10	40 hrs/wk	6	40 hrs/wk	11	40 hrs/wk	2 nd Site in Wicomico Co. All staff rotates between 2 sites
Washington County									
Family Healthcare of Hagerstown	Y	10	4	83 hrs/wk	3	96 hrs/wk	4	176 hrs/wk	Total hrs/wk per staff category (not per provider) FHH provides dental services onsite (7 chairs) and also through two mobile sites (3 chairs total)
Washington D.C.									
Unity	Y	36	20	35 hrs/wk	4	35 hrs/wk	19	35 hrs/wk	
Wicomico County									
Mary's Center	Unknown								
Pennsylvania									
Hyndman	Y	3	1	40 hrs/wk	1	32 hrs/wk	1	40 hrs/wk	

Appendix 8. – Local Health Departments Dental Capacity

Appendix 8. Local Health Departments Dental Capacity

This table provides an overview of the serving capacity of dental clinics that are operated through the Local Health Departments. The table provides a detailed summary of the serving capacity of those localities. Excluded from this table are counties with no dental clinic.

County	On-Site Clinics (Y/N)	# of Chairs	# of Dentists	# of Hours per Dentist	# of Dental Hygienists	# of Hours per Dental Hygienist	# of Dental Assistants	# of Hours per Dental Assistant	Notes
Allegany	Y	4	5	73 hrs/wk	4	128 hrs/wk	3	108 hrs/wk	Total hrs/wk per staff category (not per provider)
Anne Arundel	Y	5	7	130 hrs/wk	4	78 hrs/wk	4	160 hrs/wk	Total hrs/wk per staff category (not per provider)
Baltimore City	Y	10	3	91 hrs/wk	1	35 hrs/wk	5	175 hrs/wk	Total hrs/wk per staff category (not per provider)
Baltimore County	Y	7	3	35 hrs/wk	2	35 hrs/wk	3	35 hrs/wk	Total hrs/wk per staff category (not per provider)

Carroll	Y	3	1	32 hrs/wk	1	24 hrs/wk	2	32 hrs/wk	Total hrs/wk per staff category (not per provider)
Charles	Y	4	4	144 hrs/wk	0	N/A	2	40 hrs/wk	Total hrs/wk per staff category (not per provider)
Frederick	Y	3	4	65 hrs/wk	1	40 hrs/wk	3	91 hrs/wk	Total hrs/wk per staff category (not per provider)
Garrett	Y	3	1	40 hrs/wk	2	70 hrs/wk	2	40 hrs/wk	Total hrs/wk per staff category (not per provider)
Harford	Y	5	3	80 hrs/wk	3	28 hrs/wk*	2	80 hrs/wk	Total hrs/wk per staff category (not per provider)
Montgomery*	Y	19	14	184 hrs/wk	9	128 hrs/wk	0	N/A	Total hrs/wk per staff category (not per provider)

Prince George's	Y	5	2	32 hrs/wk	1	2 hrs/wk	2	40 hrs/wk	Total hrs/wk per staff category (not per provider)
Wicomico	Y	6	4	88 hrs/wk	4	96 hrs/wk	3	96 hrs/wk	Total hrs/wk per staff category (not per provider)
Worcester	Y	7	1	40 hrs/wk	1	32 hrs/wk	2	40 hrs/wk	Total hrs/wk per staff category (not per provider)

* Montgomery County LHD does not currently see Medicaid participants.

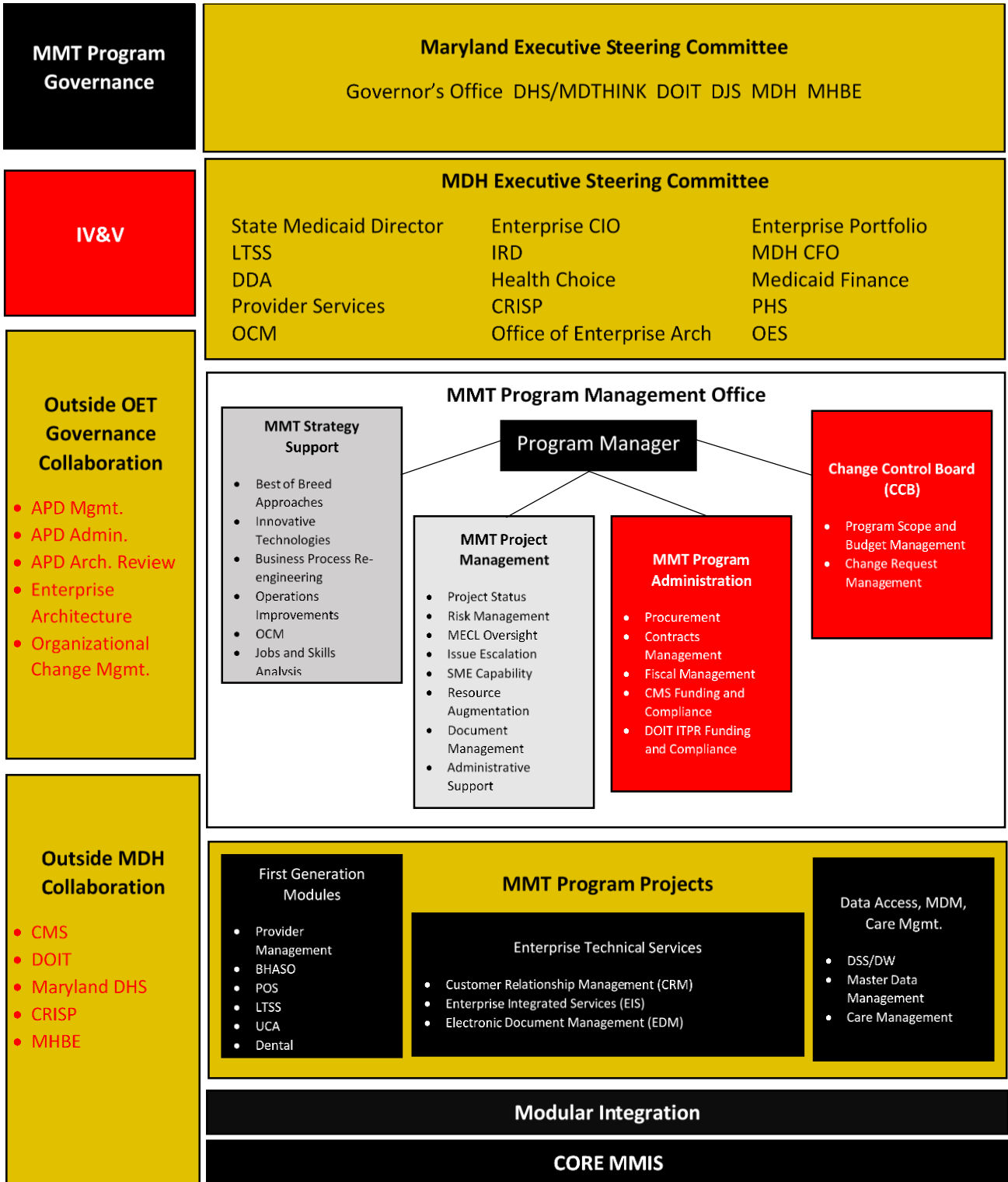
Appendix 9. – Maryland’s 2020 Annual Oral Health Legislative Report

Appendix 9. Maryland’s 2020 Annual Oral Health Legislative Report

A link to review and download Maryland’s 2020 Annual Oral Health Legislative Report in its entirety is below:

<https://health.maryland.gov/mmcp/Pages/Reports-and-Publications.aspx>

Appendix 10. – MMT Governance Structure



Appendix 11. – MDH New Solicitation and Contract Inclusions

This is a quick list of basic areas that should be included for solicitations and contracts to cover potential areas of Data Risk. The items do not need to be included word for word, however, please be aware of any re-wording that waters down the intended outcomes.

Finally, since these items may be included in legal documents, given legal scope is impacted in the documents by indentation and flow downs, placement is also important and can change the meaning or what is covered. Placing in an indentation or flow down may mean that the areas placed for consideration only apply to items in the indentation or flow down.

Inclusion Areas

A. Resources

1. The state will provide a Data Project Analyst from the Data Office that will oversee, Data Management Standards and Data Governance for activities under the contract.
2. The program will provide resource support to perform data steward responsibilities and to work with the data office.
3. The vendor shall provide resourcing to attend Data Office meetings on request.

B. Policy

1. The vendor shall adhere to all policies in place by the Data Office for the use and processing of data including MDH Data policy https://drive.google.com/drive/folders/11FrAkxPTmRIo1V4IP_Og8uRfOcqc04Vq.
2. The data office policies are aligned to state and federal security requirements, NIST standards, DoIT and industry Best Practices. The vendor shall also adhere to process steps underpinning the Data Office Policy. As required, policies will be strengthened to maintain compliance.
3. All data created, handled or processed by the vendor under the contract is owned by the state. The data may not be shared with resources that are not on the contract, other states, or vendors without approval of the data office and the program.
4. All data integrations are managed by the data office. Program and the data office must approve all data integrations. The vendor shall comply with all documentation and industry standard integration process and procedures for all integrations.
5. The data office is in the process of implementing data governance, adherence to data governance will be required.
6. The Data Office adheres to NIST, state and federal policies and laws as applicable, the laws require supporting processes, procedures and management of information, the vendor shall adhere to the supporting processes and procedure.
7. The vendor shall comply and enforce with protecting sensitive, identifiable, and confidential data through adherence to NIST, state and federal laws and supporting procedures to remain in compliance.

8. The Data Office adhere to standard waterfall and agile technology project implementation. The vendor shall have their project implementation plan approved the data office to maintain compliance.

9. Data Technology operational support shall meet all state and federal requirements applicable to maintaining the integrity of the data.

C. Technology and Hosting

1. Due to the high priority of protecting and managing data assets vendor shall Include in the technical proposal a schematic diagram and explanation of the proposed IT configuration, including a clear readable picture showing the configuration of the hardware (e.g., servers, computers), software, and firewalls, and a written description of the configuration.
2. New or changes software, hardware, and data storage shall be approved by the Data Office. The change and approval process will follow the the requirement and NIST standard.
3. All reporting using state data shall be stored on secured state platforms approved by the data office. Vendors with small software solutions or vendors with required compliance software or specific cloud solution may apply for a waiver with the data office. Should the programs require specific software for program compliance and the software is compliant with state and federal requirements a waiver may be provided. The vendor shall comply with the provision of data as requested by the data office for Data Management and enterprise analysis and reporting.
4. Tools that transport data, report data, provide decisions or learn from the data such as ETL tools, Business Intelligence, reporting or Artificial Intelligence must be approved by the Data Office and adhere to the Data Office quality standards and process and procedures.

D. Reporting

1. New or changed data reporting outside of the contract management department, including distributions and exchanges of data to access to dash boards, business intelligence, artificial intelligence require approval of the Data Office.
2. Dashboards and reporting created under the contract that are not part of an existing COTS product or existing SAS product are the property of the state. The Data Office may require copies of created materials to manage enterprise data assets.

E. Data Access

1. The vendors shall maintain state compliance and processes for granting access to data and systems. The vendor shall provide information concerning access to data entry, data updates, reporting and dashboards as requested by the data office.
2. The vendor shall remove access to data for specific users, or remove data from certain platforms as requested by the Data Office in support of agency compliance to Data Office Policy, state and federal requirements.

3. As requested the vendor shall provide the Data Office access to the data, copie of the data file, or artifacts of proper data maintenance and adherence to Data Office and state policy.
 4. The Data Office shall approve the stage location of all reporting data.
 5. The Data Office shall approve all reporting, Business Intelligence and AI tools including the tools Data Source location, data controls, data security and software.
- F. Service Level Targets
1. The vendor shall provide data for standard requests from the data office within 10 business days.
 2. The vendor may be required to provide data rapidly during declared state emergencies and shall provide data as requested by the Data Office.
 3. Urgent requests for data requests response times will be negotiated on a case by case basis.
- G. Data Quality
1. The vendor shall carry out QA/QC and validation activities; assure appropriate data coding, consolidation, and documentation; and assure complete accurate data ascertainment and high-quality data from all reporting sources in accordance with Maryland laws and regulations, Data Office Quality standards and procedures,
- H. Data Continuity
1. The vendor shall have an approved recovery plan by the Data Office for the recovery of the data. The vendor must submit the Data Recovery plan yearly. Shall the vendor or state make changes that impact the recovery plan, the vendor shall update the plan and have it approved the the Data Office, NIST based Change Management process.
 2. Vendors shall be prepared to participate in Data Recovery exercises as requested.