

# **STATE OF NORTH CAROLINA**

**Department of Health and Human Services**

**Division of Health Benefits**

**Request for Proposal #30-190026**

**PROVIDER DATA CONTRACTOR**

**Date of Issue: July 27, 2018**

**Proposal Opening Date: September 7, 2018**

**at 2:00PM ET**

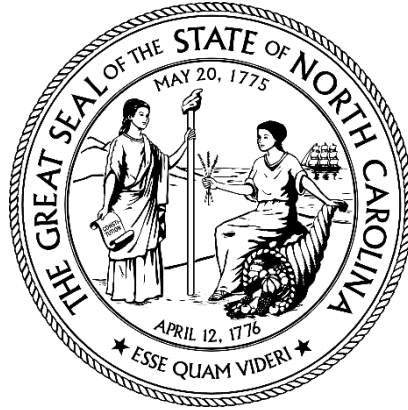
**Direct all inquiries concerning this RFP to:**

**Ken Dahlin**

**Contract Specialist**

**Email: [ken.dahlin@dhhs.nc.gov](mailto:ken.dahlin@dhhs.nc.gov)**

**Phone: (919) 855-4054**



## STATE OF NORTH CAROLINA

### Request for Proposal #30-190026

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For internal State agency processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your Proposal.**

**ID Number:**

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Federal ID Number or Social Security Number

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Offeror Name



**STATE OF NORTH CAROLINA**  
*Department of Health and Human Services*

<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b>  Ken Dahlin Contract Specialist ken.dahlin@dhhs.nc.gov (919) 855-4054	<b>Request for Proposal #30-190026</b>
	<b>Proposals will be publicly opened: September 7, 2018 - 2:00PM ET</b>
	<b>Contract Type:</b> Agency Specific
	<b>Commodity No. and Description:</b> 948-07 – Health Administration Services
	<b>Using Agency:</b> Department of Health and Human Services, Division of Health Benefits
	<b>Requisition No.:</b> n/a

**EXECUTION**

In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned Offeror offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Offeror certifies that this proposal is submitted competitively and without collusion (G.S. § 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. § 143-59.2), and that it is not an ineligible Contractor as set forth in G.S. § 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Offeror's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. § 143-48.5, the undersigned Offeror certifies that it, and each of its subcontractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. § 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. **Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals will not be accepted.**

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF OFFEROR:	FAX NUMBER:	
OFFEROR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

Offer valid for at least **180** days from date of proposal opening unless extended by the State in writing. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF QUOTE**

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of the Department of Health and Human Services shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Offeror's proposal, and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Offeror

<p><b>FOR STATE USE ONLY:</b> Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____</p> <p>(Authorized Representative of NC Department of Health and Human Services)</p>
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# Table of Contents

I.	INTRODUCTION .....	1
A.	Intent.....	1
B.	Background .....	1
II.	GENERAL PROCUREMENT INFORMATION & NOTICE TO OFFERORS.....	2
A.	General Procurement Information.....	2
B.	RFP Evaluation Process .....	12
C.	Responding to the Scope of Work.....	15
D.	Contract Terms and Conditions.....	16
III.	SCOPE OF WORK AND REQUIREMENTS.....	33
A.	Qualifications, Experience and Federal Requirements .....	33
B.	Certification Requirements .....	34
C.	Requirements and Tasks .....	34
D.	Implementation Plan.....	38
E.	Staffing and Key Personnel .....	39
F.	System Integration .....	40
G.	Testing.....	40
H.	Readiness Review .....	41
I.	Business Continuity and Application Disaster Recovery Plan .....	42
J.	Department Responsibilities .....	43
IV.	CONTRACT PERFORMANCE .....	44
A.	Contract Performance and Sanctions.....	44
	Attachment A: Minimum Requirements Table.....	48
	Attachment B: Medicaid Provider File for Analysis Process Description and Layout .....	49
	Attachment C: Technical Response .....	52
	Attachment D: Cost Proposal.....	59
	Attachment E: Provider Data Contractor Key Personnel .....	60
	Attachment F: Location of Workers Utilized by Contractor .....	61
	Attachment G: Certification of Financial Condition and Legal Action Summary .....	63
	Attachment H: Client References .....	65
	Attachment I: State Certifications .....	66
	Attachment J: Federal Certifications .....	68
	Attachment K: Anticipated Contract Requirements and Implementation Schedule.....	77
	Attachment L: Business Continuity Plan .....	78
	Attachment M: Disaster Recovery Plan .....	80
	Attachment N: Offeror Request for Proposed Modifications to the Terms and Conditions .....	83

## I. INTRODUCTION

### A. Intent

The purpose of this Request for Proposal (RFP) and resulting contract is to supplement the State's existing provider credentialing data to support the Prepaid Health Plan's (PHP) ability to make quality determinations during provider Medicaid Managed Care network contracting activities. The Department proposes to share basic demographic and enrollment information for North Carolina Medicaid and NC Health Choice enrolled providers with a Provider Data Contractor (Contractor). The Contractor will then make primary source-verified credentialing information on Medicaid-enrolled providers available to the PHPs and the Tribal Option, if applicable. The PHP must review provider demographic, enrollment and credentialing data against their Quality Standards when determining whether to contract with a provider.<sup>1</sup> The Department will remain responsible for verifying provider eligibility for the North Carolina Medicaid, NC Health Choice and Medicaid Managed Care programs; the Contractor provide the PHPs with provider enrollment and provider credentialing data, regardless if provider credentialing data is available.

As provider data updates are received from the Department, the Contractor is expected to maintain the information and share the most current information with the PHPs. The Contractor will be responsible for obtaining the primary source-verified credentialing data for the North Carolina Medicaid and NC Health Choice enrolled providers. To ensure that PHPs have access to information from a credentialing process that is held to consistent, current standards, the credentialing data will be primary source-verified under the standards of the National Committee for Quality Assurance (NCQA). PHPs will be required to accept verified information from the Contractor and will generally not be permitted to require additional credentialing information from a provider.

### B. Background

In September 2015, the North Carolina General Assembly (General Assembly) enacted North Carolina Session Law 2015-245<sup>2</sup>, as amended, directing the transition of North Carolina's Medicaid program from a Medicaid Fee-for-Service model to a Medicaid Managed Care model. The law requires the North Carolina Department of Health and Human Services (Department), through the Division of Health Benefits (DHB), to implement a Medicaid Managed Care program that advances high-value care, improves population health, engages and supports providers, and establishes a sustainable program with predictable costs. The Department's goal is to improve the health of all North Carolinians through an innovative, person-centered, and well-coordinated system of care that addresses both medical and non-medical drivers of health.

As part of Medicaid Managed Care, the Department will remain responsible for all aspects of the North Carolina Medicaid and NC Health Choice programs. As directed by the General Assembly, the Department will delegate the direct management of certain health services, including physical health, behavioral health and pharmacy services, and financial risks to entities called Prepaid Health Plans (PHPs). PHPs may also include a Tribal Option that considers and addresses the unique cultural, behavioral health, and medical needs of federally recognized tribal members. PHPs will receive a monthly, actuarially sound, capitated payment and will contract with providers to deliver health services to their members. PHPs will be subject

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<sup>1</sup> For taxonomies of providers enrolled in the Medicaid program, see:

<https://www.nctracks.nc.gov/content/public/dam/jcr:ccce8958-7f2b-429b-9d6e-92feb51e90a4/Public%20Facing%20Provider%20Permission%20Matrix%2002-08-2018.xlsx>

<sup>2</sup> Session Law 2015-245 has been amended by Session Law 2016-121, Section 11H.17.(a) of Session Law 2017-57, and Part 4 of Session Law 2017-186.

to rigorous monitoring and oversight by the Department across key administrative, operational, clinical, and financial metrics to ensure that PHPs have adequate provider networks, deliver high-quality clinical services, and other aspects of a successful Medicaid Managed Care program.

Detailed information about the proposed design of North Carolina's implementation of Medicaid Managed Care and 1115 demonstration waiver application is available at <https://ncdhhs.gov/NC-medicaid-transformation>.

## II. GENERAL PROCUREMENT INFORMATION & NOTICE TO OFFERORS

### A. General Procurement Information

#### 1. **Definitions**

- a. **Business Day:** Monday through Friday, 8:00 AM – 5:00 PM Eastern Time, except for North Carolina state holidays as defined by the Office of State Human Resources at: <https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays>.
- b. **Day:** A calendar day, including the time from midnight to midnight each day. Every day in a month, including weekends and holidays, are calendar days. Unless otherwise specified within this RFP, days are tracked as calendar days.
- c. **Clarification:** A written response from an Offeror that provides an answer or explanation to a question posted by the Department about that Offeror's proposal. Clarifications are incorporated into the Offeror's proposal as part of the response.
- d. **Centers for Medicare and Medicaid Services (CMS):** The federal agency within the United States Department of Health and Human Services that administers the Medicare program and works in partnership with state governments to administer Medicaid, Children's Health Insurance Program (CHIP), and health insurance portability standards.
- e. **Contractor:** The Offeror awarded this Contract to serve as North Carolina Medicaid's Provider Data Contractor and perform the services and requirements defined in this RFP.
- f. **Credentialing:** The process of collecting and verifying provider qualifications (e.g., the provider's training and education, licensure, liability record).
- g. **Contract Effective Date:** The date the Contract has been fully executed by the Parties.
- h. **Credentialing Verification Organization (CVO):** An organization that collects and maintains data and verifies the credentials of providers as part of the credentialing process.
- i. **Department of Health and Human Services, DHHS:** The North Carolina Department of Health and Human Services, which is the state agency responsible for managing the delivery of health and human services for all North Carolinians, especially its most vulnerable citizens, including children, seniors, people with disabilities and families with low-incomes. The Department works closely with health care professionals, community leaders and advocacy groups; local, state, and federal entities; and many other stakeholders. The Department is made up of thirteen (13) divisions.
- j. **Division of Health Benefits (DHB):** The division within the Department responsible for implementing Medicaid transformation and administering the transformed Medicaid and NC Health Choice programs as described in Session Law 2015-245, as amended.
- k. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):** Pub L.104-191, 110 Stat. 1936, as amended.
- l. **Implementation Plan:** Comprehensive schedule of events, tasks, deliverables, and milestones developed and executed by the Contractor to ensure successful launch and implementation of provider data to support the transition into North Carolina's Medicaid Managed Care program.
- m. **Managed Care Organization (MCO):** As defined in 42 C.F.R § 438.2, and North Carolina under Medicaid managed care, MCOs are specifically known as PHPs.

- n. **Medicaid:** The joint federal-state health insurance program for individuals and families with low-incomes who cannot afford health care costs. Medicaid serves parents, children, and seniors with low-incomes, and people with disabilities.
- o. **Medicaid Credentialed Provider File:** A file that contains a list of provider data that includes provider-identifying information and basic enrollment information from NCTracks plus credentialing information that is primary source-verified and appended by a CVO/provider data entity. This provider file becomes the source of Medicaid-enrolled provider data made available to PHPs for provider contracting.
- p. **Medicaid Provider Enrollment File:** An extract file generated from NCTracks that contains demographic, enrollment and Medicaid credentialed provider data. This file will contain information for active enrolled Medicaid providers as well as terminated and suspended providers. Each row will present the provider data for a specific service location. Therefore, a single NPI or tax ID may be duplicated depending on the number of service locations. NC maintains approximately 90,000 active enrolled providers.
- q. **Medicaid Provider File for Analysis (Analysis File):** A one-time extract of provider identifying information made available to Offerors to perform a one-time matching analysis to the Offeror's credentialing database.
- r. **National Provider Identifier (NPI):** The standard unique health identifier for health care providers adopted by the Secretary of Health and Human Services in accordance with HIPAA.
- s. **NC Health Choice:** The Children's Health Insurance Program as authorized by G.S. 108A-70.25 and as set forth in the North Carolina State Plan of the North Carolina Health Choice Program.
- t. **NCTracks:** The Department's multi-payer Medicaid Management Information System (MMIS). The system establishes a centralized repository for beneficiary and provider information across the Department's services and programs. It also adjudicates claims for Medicaid, Health Choice, DMH/DD/SA, Division of Public Health, and Office of Rural Health.
- u. **Offeror, Vendor:** A supplier, bidder, proposer, firm, company, corporation, partnership, individual or other entity submitting an offer in response to this RFP. Terms may be used interchangeably throughout this RFP.
- v. **Protected Health Information (PHI):** As defined in 45 C.F.R. § 60.103. Any information about health status, provision of health care, or payment for health care that is created or collected by a Covered Entity (or a Business Associate of a Covered Entity) and can be linked to a specific individual.
- w. **Prepaid Health Plan (PHP):** Defined in Section 4.(2) of Session Law 2015-245.
- x. **Primary Source Verified:** Verification from the original source of a specific credential (education, training, licensure) to determine the accuracy of the qualifications of an individual health care practitioner.
- y. **Provider:** The umbrella term used to refer to individual practitioners and facilities/entities/ organizations/atypical organizations/institutions.
- z. **Provider Contracting:** The process by which the PHP negotiates and secures an agreement with credentialed providers to be included in the PHP's network.
- aa. **Provider Data Contractor:** The entity that collects and distributes primary source-verified provider information.
- bb. **Provider Enrollment:** The process by which a provider is enrolled in the State's Medicaid program. Credentialing is a component of enrollment. The 2016 Medicaid Managed Care final rule and Affordable Care Act of 2009 require all Medicaid providers to be screened and enrolled by the State. However, enrollment by the State does not obligate Medicaid Managed Care providers to participate in the Medicaid Fee-for-Service program or North Carolina Medicaid and NC Health Choice providers to participate in Medicaid Managed Care.

- cc. **Successful Offeror:** The Offeror awarded the Contract to serve as North Carolina Medicaid's Provider Data Contractor and perform the services defined in this RFP. See Section II.1.f above.
- dd. **Tax Identification Number (TIN):** The number assigned by the Internal Revenue Service for tax purposes. Used as an alternate method to uniquely identify a provider.
- ee. **Week:** For the purposes of this RFP and any subsequent contract, a week is seven (7) calendar days starting midnight Eastern Time Monday – midnight Eastern Time the following Monday.

**2. Instruction to Offerors**

- a. **READ, REVIEW, AND COMPLY:** It shall be the Offeror's responsibility to read this entire document and review all enclosures and attachments specified herein, regardless of whether appearing in these Instructions to Offerors or elsewhere in this RFP document.
- b. **EXECUTION:** Failure to sign the Execution page (page iii of iv of the RFP) in the indicated space or return all attachments, completed and signed where required, will render the proposal non-responsive and it shall be rejected.
- c. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror shall furnish all information requested as part of this RFP. Each Offeror shall submit with their proposal detailed narratives, diagrams, exhibits, examples, sketches, descriptive literature, complete specifications, etc. to support the services and products offered.
- d. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. The State also encourages and promotes using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Offeror remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Offerors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
- e. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all proposals meet the following:
  - i. All copies of the proposal are printed double sided;
  - ii. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%;
  - iii. Unless necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable; and
  - iv. Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
- f. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to G.S. 143-48 and Executive Order 150 (1999), the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
- g. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.



- h. **INFORMAL COMMENTS:** The Department shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the Department during the competitive process or after award. The Department is bound only by information provided in this RFP and in formal Addenda issued.
- i. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Offeror in preparing or submitting proposals are the Offeror's sole responsibility. The Department will not reimburse any Offeror for any costs incurred prior to award.
- j. **OFFEROR'S REPRESENTATIVE:** Each Offeror shall submit with its proposal the name, title, email address, physical address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- k. **INSPECTION AT OFFEROR'S SITE:** The Department reserves the right to inspect, at a reasonable time, the equipment/item, plant, or other facilities of a prospective Offeror prior to Contract award, and during the Contract term as necessary for the Department determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
- l. **TRAVEL EXPENSES:** All travel expenses associated with the performance of the Contract *must be* included in the Offeror's Cost Proposal. Separately stated or invoiced travel expenses *will not* be reimbursed.

### 3. **Request for Proposal**

- a. This RFP is comprised of this RFP document in its entirety, addenda that may be released before contract award, the Offeror's proposal with their proposal, clarifications, and any Best and Final Offers (BAFOs) that are duly incorporated herein by reference. It shall be the Offeror's responsibility to read the Instructions, Terms and Conditions, specifications, requirements, exhibits and attachments, and any other components made a part of this RFP, and comply with all instructions and directives herein. The Offeror is responsible for obtaining and complying with all Addenda and other changes that may be issued relating to this RFP.
- b. All additional, modified, or conflicting terms and conditions submitted on or with the Offeror's proposal *shall be disregarded* and shall not be considered a part of any contract arising from this RFP. Except as provided below in II.A.3.c., any attempt to delete or avoid the force of the previous sentence shall render the Offeror's proposal invalid, and the proposal shall not be considered.
- c. If the Offeror wishes to suggest changes to any of the terms and conditions included in Section II.D of this RFP, those *must be submitted* in Attachment N, titled "Offeror Request for Proposed Modifications to the Terms and Conditions." The Department, in its sole discretion, may consider any proposed modifications identified by the Offeror. Where necessary, any modification(s) to the terms and conditions agreed upon by the Department may be incorporated as part of an Addendum to the RFP, a BAFO, or Contract Amendment after award. Other than through this process, the Department rejects and shall not be required to evaluate or consider any additional or modified terms, conditions, or instructions included in the Offeror's proposal.
- d. This applies to any language appearing in or attached to the RFP document as part of the Offeror's proposal that purports to vary any terms and conditions, or Offerors' instructions therein to render the proposal non-binding or subject to further negotiation. Offeror's proposal to this RFP shall constitute a firm offer. **By execution and delivery of a proposal to this RFP, the Offeror agrees that any additional or modified terms and conditions, including Instructions to the Offeror, whether submitted purposely or inadvertently, or any purported condition to the offer, shall**

**have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Offeror's proposal.**

**4. Request for Proposal (RFP) functionality**

- a. This RFP serves two functions:
  - i. Define the specifications of the services being sought by the Department; and
  - ii. Provide the requirements and terms of any contract resulting from this procurement.
- b. All Terms and Conditions (T&Cs) in this RFP shall be enforceable as Contract Terms. The use of phrases such as "shall", "will", "must", "required" and "requirements" are intended to create enforceable Contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which Offerors have proposed or failed to propose solutions that are responsive to the Department's needs as describe in this RFP.

**5. Right Reserved**

Offerors are cautioned that this is a Request for Proposals, not a request to contract, and the Department reserves the unqualified right to reject all offers deemed failing to meet minimum requirements, not responsive, incomplete, or non-compliant with the requirements described herein; or when such rejection is deemed to be in the best interest of the Department or the state of North Carolina.

The Department may also:

- a. Waive any formality;
- b. Waive a specification or requirement of the RFP if it is in the best interest of the Department;
- c. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP;
- d. Negotiate directly with one or more Offerors, if the responses to this solicitation demonstrate a lack of competition, or offers are found non-responsive, and/or
- e. Cancel this RFP at any time. Notice of Cancellation will be posted on the State's Interactive Purchasing System (IPS).

**6. Changes in RFP Specifications**

- a. Offerors are cautioned that the requirements of this RFP can only be altered by written Addendum issued by the Department, and that oral communications from whatever source(s) are of no effect.
- b. The Department reserves the right to modify any specification contained herein without modifying the timelines in this RFP. Any modification to specifications will be specified in an Addendum posted to IPS.

**7. Contract Award**

Upon conducting a comprehensive, fair, and impartial evaluation of the proposals received in response to this RFP, the Department reserves the right to award the contract(s) resulting from this RFP to a single or multiple Offerors. Upon award, the Department will sign the "Acceptance of Proposal" found at the bottom of the Execution of Proposal section, thus resulting in the formation of the Contract(s). Within two (2) business days after notification of award, the Offeror must register in NC E-Procurement @ Your Service. See <http://vendor.ncgov.com>.

## 8. Protest Procedure

If an Offeror wishes to protest a Contract resulting from this solicitation that is awarded by the Department, an Offeror shall submit a written request addressed to contact identified in Section II.A.10 Proposal Submission. The protest request must be received in the proper office within thirty (30) consecutive days from the date the Contract is awarded. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract Award notices are sent only to the Offeror awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled following the process defined in the North Carolina Administrative Code, 01 NCAC 05B .1519, but will be administered by Department of Health and Humans Services personnel.

## 9. Required Proposal Documents and Files

- a. Offerors are required to return and complete the following documents where indicated and return all listed with their response:
  - i. Completed and signed EXECUTION PAGE, along with the entire body of this RFP, and signed receipt pages of any addenda released in conjunction with the RFP;
  - ii. Completed and signed Attachment A: Minimum Requirements Table;
  - iii. Attachment B: Medicaid Provider File for Analysis Process Description and Layout;
  - iv. Completed Attachment C: Technical Response to address all requirements and specifications identified within this RFP. Offerors should include detailed narratives, diagrams, exhibits, examples, samples, descriptive literature, complete specifications, etc. to demonstrate their ability to fulfill each requirement and specifications;
  - v. Completed Attachment D: Cost Proposal;
  - vi. Completed Attachment E: Provider Data Contractor Key Personnel;
  - vii. Completed and signed Attachment F: Location of Workers Utilized by Contractor;
  - viii. Completed and signed Attachment G: Certification of Financial Condition and Legal Action Summary;
  - ix. Completed Attachment H: Client References;
  - x. Completed and signed Attachment I: State Certifications;
  - xi. Completed and signed Attachment J: Federal Certifications;
  - xii. Attachment K: Anticipated Contract Requirements and Implementation Schedule;
  - xiii. Attachment L: Business Continuity Plan; and
  - xiv. Attachment M: Disaster Recovery Plan.
  - xv. Attachment N: Offeror Request for Proposed Modifications to the Terms and Conditions
- b. Offerors are required to submit a response file for the Medicaid Provider File for Analysis Process Description and Layout (Analysis File) requirement (see Attachment B) on CD, DVD, or flash drive. Submission of the Analysis is a *minimum requirement* to evaluate the Offeror's response, while the content of the file analysis will be evaluated as part of the Technical Response.
- c. To request the Medicaid Provider File for Analysis and templates to complete the Technical Proposal, Cost Proposal and other attachments, Offerors must contact Ken Dahlin at [Ken.Dahlin@dhhs.nc.gov](mailto:Ken.Dahlin@dhhs.nc.gov) or 919-855-4054.

**10. Proposal Submission**

Sealed responses of the Offeror’s proposal, subject to the conditions made a part hereof and the receipt requirements described herein, must be received at the address indicated below.

MAILING ADDRESS FOR DELIVERY OF PROPOSAL VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, OVERNIGHT DELIVERY, OR BY ANY OTHER CARRIER
PROPOSAL NUMBER: #30-190026 Attn: Ken Dahlin Department of Health and Human Services Office of Procurement and Contracts 2008 Mail Service Center Raleigh, NC 27699-2008	PROPOSAL NUMBER: #30-190026 Attn: Ken Dahlin Department of Health and Human Services Office of Procurement and Contracts 801 Ruggles Drive Raleigh, NC 27603

Offeror **must** deliver the following item simultaneously to the address identified in the above table by **September 7, 2018 at 2:00 PM Eastern Time**:

- a. One (1) signed, original executed response with the Technical Proposal and Cost Proposal submitted separately;
- b. Ten (10) copies of the signed, original executed response with the Technical Proposal and Cost Proposal submitted separately;
- c. One (1) electronic copy of the signed, original executed response with the Technical Proposal and Cost Proposal submitted separately on CD, DVD, or flash drive marked **RFP #30-190026 - Offeror’s Name**; and
- d. One (1) electronic copy of the signed, original executed response with the Technical Proposal and Cost Proposal submitted separately redacted in accordance with Chapter 132 of the General Statutes, Public Records, on a separate CD, DVD, or flash drive marked **RFP #30-190026 - Offeror’s Name - Redacted**. For the purposes of this RFP, redaction means to edit a document by obscuring or removing information that is considered confidential and proprietary by the Offeror and meets the definition of Confidential Information set forth in G.S. 132-1.2. If the response does not contain Confidential Information, Offeror should submit a signed statement to that effect as **RFP #30-190026 - Offeror’s Name - Redacted**.
- e. One (1) copy of the response to the Medicaid Provider File Analysis (see Attachment B) on CD, DVD, or flash drive marked **RFP #30-190026 - Offeror’s Name – Analysis Response**. **This file must be password protected .zip encrypted. The password will be requested by the Department at a later time.**

With the exception of the response to the Medicaid Provider File Analysis Process Description and Layout, the electronic copies of the response must not be password protected.

**IMPORTANT NOTE:** It is the responsibility of the Offeror to have the above documents and electronic copies physically in the Office provided above by the specified time and date of opening, regardless of the method of delivery. This is an absolute requirement. The time of delivery will be marked on each proposal when received, and any proposal received after the submission deadline **will not be accepted or evaluated.**

All risk of late arrival due to unanticipated delay, whether delivered by hand, U.S. Postal Service, courier or other delivery service or method, is entirely on the Offeror. Note that the U.S. Postal Service generally does not deliver mail to the street address above, but to the State's Mail Service Center stated above. The Offeror is cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the Department's Purchasing Office on the Due Date and time to meet the proposal submission deadline. The Offeror is urged to take the possibility of delay into account when submitting a proposal.

**11. Confidentiality during the RFP Process**

- a. As provided for in the North Carolina Administrative code (NCAC), including but not limited to 01 NCAC 05B.0210, 09 NCAC 06B .0103 and 09 NCAC 06B .0302, all information and documentation relative to the development of a contractual document for a proposed procurement or contract shall be deemed confidential in nature. In accordance with these and other applicable rules and statutes, such material shall remain confidential until the award of a contract or until the need for the procurement no longer exists. Any proprietary or confidential information, which conforms to exclusions from public records as provided in Chapter 132 of the General Statutes, **must be clearly marked as such and reflected in the redacted copy submitted on RFP Insert #30-190026 - Offeror's Name - Redacted as applicable.** By submitting a redacted copy, the Offeror warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked **Confidential** and/or **Redacted** meet the requirements of Chapter 132 of the General Statutes. The Offeror must identify the legal grounds for asserting that the information is confidential, including the citation to state law. **However, under no circumstances shall price information be designated as confidential.**
- b. Except as otherwise provided above in 11.a., pursuant to Chapter 132 of the General Statutes, information or documents provided to the Department in response to this RFP are Public Record and subject to inspection, copy and release to the public unless exempt from disclosure by statute, including, but not limited to, G.S. 132-1.2. Redacted copies provided by Offerors to the Department may be released in response to public record requests without notification to the Offeror.
- c. During the period spanning the issuance of the RFP and Contract Award, possession of proposals, accompanying information, and subsequent negotiations are limited to personnel of the Department and any third parties involved in this procurement process. Each Offeror submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Offeror's proposal or qualifications, the content of another Offerors proposal, another Offeror's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposal and/or the award of the contract. An Offeror not in compliance with this provision shall be disqualified from contract award, unless it is determined in the Department's s discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the Department would not be served by the disqualification. An Offeror's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of Contract Award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding

requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

- d. The Department may serve as custodian of Offeror’s confidential information and not as an arbiter of claims against Offeror’s assertion of confidentiality. If an action is brought pursuant to G.S. § 132-9 to compel the Department to disclose information marked confidential, the Offeror agrees that it will intervene in the action through its counsel and participate in defending the Department, including any public official(s) or public employee(s). The Offeror agrees that it shall hold the Department, State of North Carolina, and any official(s) and individual(s) harmless from all damages, costs, and attorneys’ fees awarded against the Department in the action. The Department agrees to promptly notify the Offeror in writing of any action seeking to compel the disclosure of Offeror’s confidential information. The Department shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The Department shall have no liability to Offeror with respect to the disclosure of Offeror’s confidential information ordered by a court of competent authority pursuant to G.S. § 132-9 or other applicable law.

**12. Offeror Questions Concerning this RFP**

Written questions concerning this RFP will be received until **August 3, 2018 - 2:00 PM Eastern Time**. They must be submitted via email to [Ken.Dahlin@ddhs.nc.gov](mailto:Ken.Dahlin@ddhs.nc.gov). Please insert “**Questions – 30-190026 – Offeror Name**” as the subject of the email. The questions should be submitted in the format below.

	<b>RFP Citation (i.e. Section &amp; page number)</b>	<b>Offeror Question</b>
<b>1.</b>		
<b>2.</b>		

The Department will prepare responses to all written questions submitted by the stated deadline and post an Addendum to IPS. Offerors are cautioned that contacting anyone other than **Ken Dahlin** may be grounds for rejection of said Offeror’s response.

**13. Falsified Information**

The Department may initiate proceedings to debar an Offeror from participation in the bid process and from Contract Award as authorized by North Carolina law if it is determined that the Offeror has withheld relevant or provided false information.

**14. Administrators for the Contract**

The contract administrators are the persons to whom notices provided for in this contract shall be given, and to whom matters relating to the administration of this contract shall be addressed. Either party may change its administrator or his/her address and telephone number by written notice to the other party. The Offeror must provide the Contractor’s Contract Administrators’ information as part of Attachment C: Technical Response.

*Department Contract Administrator for all contractual issues listed herein:*

<b>Name and Title</b>	Kimberley Kilpatrick, Contract and Compliance Specialist, Division of Health Benefits
<b>Address 1 Physical Address</b>	820 S. Boylan Avenue Raleigh, NC 27603
<b>Address 2 Mail Service Center Address</b>	1950 Mail Service Center Raleigh, NC 27699-1950
<b>Telephone Number</b>	919-527-7015
<b>Email Address</b>	<a href="mailto:Kimberley.Kilpatrick@dhhs.nc.gov">Kimberley.Kilpatrick@dhhs.nc.gov</a>

*Department Contract Administrator regarding day to day business activities herein:*

<b>Name and Title</b>	Melanie Bush, Deputy Director, Clinical and Operations, Division of Health Benefits
<b>Address 1 Physical Address</b>	1985 Umstead Drive, Kirby Building Raleigh, NC 27603
<b>Address 2 Mail Service Center Address</b>	2501 Mail Service Center Raleigh, NC 27699-2501
<b>Telephone Number</b>	919-855-4182
<b>Email Address</b>	<a href="mailto:melanie.bush@dhhs.nc.gov">melanie.bush@dhhs.nc.gov</a>

*Department Contract Administrator regarding day to day technology activities herein:*

<b>Name and Title</b>	Rajeev Kotrannavar, Director, DHHS Information Technology Division - Applications Management
<b>Address 1 Physical Address</b>	695 Palmer Drive Raleigh, NC 27603
<b>Telephone Number</b>	919-855-3004
<b>Email Address</b>	<a href="mailto:Rajeev.Kotrannavar@dhhs.nc.gov">Rajeev.Kotrannavar@dhhs.nc.gov</a>

Department's Federal (HIPAA), NC State and NC DHHS Compliance Coordinator for all privacy and security matters herein:

<b>Name and Title</b>	Pyreddy Reddy, DHHS CISO
<b>Address 1 Physical Address</b>	695 Palmer Drive Raleigh, NC 27603
<b>Telephone Number</b>	919-855-3090
<b>Email Address</b>	<a href="mailto:Pyreddy.Reddy@dhhs.nc.gov">Pyreddy.Reddy@dhhs.nc.gov</a>

**15. Important Events and Schedule**

The Department will make every effort to adhere to the following schedule. The Department reserves the right to adjust the schedule and will post an Addendum on the Interactive Purchasing System (IPS) website.

**RFP SCHEDULE**

<b>Action</b>	<b>Responsible Party</b>	<b>Date</b>
Issue RFP	Department	July 27, 2018
Deadline to Submit Offeror Questions to the Department	Offerors	August 3, 2018
Addendum: Responses to Offeror Questions	Department	August 15, 2018
Submission of Proposal	Offerors	September 7, 2018
Offer Evaluation	Department	September 7, 2018 through October 28, 2018
Contract Award	Department	October 29, 2018

**B. RFP Evaluation Process**

**1. Evaluation Method**

A two-envelope process shall be used. As specified above, the Offeror's Technical Response and Cost Proposal will be submitted separately. Qualified responses will be evaluated, and acceptance will be made in accordance with Best Value procurement practices.

The Department will create an Evaluation Committee to review each Offeror's response. The Department reserves the right to request clarifications from any Offeror, and such clarifications must be submitted in writing to the Offeror to respond. However, the Department *is not required* to request clarifications from any Offeror. Each Offeror should exercise due diligence to ensure their response is clear and addresses all requirements of this RFP.

At the Department's sole discretion, Offeror's may be required to present oral presentations as part of the evaluation process. In the event oral presentations are required, the Department will notify the Offeror of the date, time, and material to be addressed during the presentation.



The Evaluation Process will commence on the date and time responses are unsealed as defined in this RFP. The Department will utilize the phased approach, evaluation method and scoring/weighting criteria stated herein for the evaluation of each Offeror's proposal.

**2. Evaluation Phases**

**Phase 1** – The Department will review each Offeror's proposal to validate that all required proposal documents are included and completed, and all Instructions to Offerors have been followed. Failure to adhere to these requirements may render the Offeror's response incomplete and may be grounds for rejection during Phase 1.

**Phase 2** – The Department will determine if Minimum Requirements are met as required in Attachment A: Minimum Requirements Table. This includes submission of the analysis response required in accordance with Attachment B: Medicaid Provider File for Analysis Process Description and Layout. If the Offeror does not provide the required information, or the Department determines that the Offeror does not meet the Minimum Requirements, that Offeror's response shall be excluded from further consideration and evaluation during Phase 2.

**Phase 3** – The Evaluation Committee will evaluate the Offeror's response in its entirety in accordance with the requirements and specifications of the RFP.

**Phase 4** – The Department reserves the right to enter into negotiations with any Offeror to establish a favorable contract that is in the best interest of the Department. Such negotiations may result in modifications to the Offeror's Technical Response and/or Cost Proposal.

**Phase 5** – The Evaluation Committee will make an Award Recommendation. Upon approval of the recommendation by the Department, the Notice of Award will be issued with the Department executing the Contract with the successful Offeror.

**3. Evaluation Criteria**

- a. The Department will evaluate the Offeror's proposal for completeness and reasonableness and to determine if it complies with the instructions described in the RFP.
- b. The Offeror's response will be evaluated and scored on several factors. The requirements of this RFP, written response, clarifications, oral presentations (if requested by the Department), and the Cost Proposal will be scored based on an overall weighted point scale developed by the Department.
- c. The proposal with the lowest cost for a section that is scored will receive the total number of points allocated for that section. Other proposals will be assigned a portion of the score using the formula:

Total number of points allocated for cost proposal section multiplied by (lowest cost proposal divided by overall proposed cost) for the proposal section being evaluated.

$$\text{Points} = \frac{\text{Total Possible Points for Cost X Lowest Cost Proposal}}{\text{Proposed Cost}}$$

- d. Scoring of proposals will reflect the following minimum requirements, weights and percentages:

<b>Minimum Requirements *</b>	<b>Scoring Weight/Percentage</b>
Offeror agrees to the Contract Terms & Conditions, without exception (note: completion of Attachment N does not adversely impact Offeror compliance with this minimum requirement)	Meets/Does not Meet
Offeror Experience	
<b>A.</b> Minimum three (3) years' experience providing primary source-verified provider credentialing data services.	Meets/Does Not Meet
<b>B.</b> Minimum three (3) years' experience integrating with existing payor/provider enrollment and customer service systems.	Meets/Does Not Meet
<b>C.</b> Must be NCQA-Certified as a CVO using the most up-to-date standards.	Meets/Does Not Meet
Offeror must be financially stable and disclose any legal actions that could adversely affect its financial condition or ability to meet the requirements of the Contract.	Meets/Does Not Meet
Offeror must submit its response to the Medicaid Provider Analysis File as specified in Attachment B.	Meets/Does Not Meet
<b>* Offeror proposals receiving a "Does Not Meet" score for any Minimum Requirement will be disqualified</b>	

<b>Technical Response</b>	<b>Scoring Weight/Percentage</b>
Section III. A Qualifications, Experience and Federal Requirements	3%
Section III. B Certification Requirements	1%
Section III. C Requirements and Tasks	15%
Section III. D Implementation Plan	6%
Section III. E Staffing and Key Personnel	2%
Section III. F Systems Integration	9%
Section III. G Testing	3%
Section III. H Readiness Reviews	4%
Section III. I Business Continuity and Application Disaster Recovery Plan	2%
Section IV. A Contract Performance	3%
Attachment B: Medicaid Provider File for Analysis Process Description and Layout	10%
Attachment C: Technical Response Use Case Scenarios	15%
Attachment H: Client References	2%
<b>Total Technical Proposal</b>	<b>75.0%</b>
<b>Cost Proposal</b>	<b>25.0%</b>
<b>Total</b>	<b>100.0%</b>

## C. Responding to the Scope of Work

### 1. Consideration

For consideration, each proposal must clearly demonstrate all requirements stated within this RFP. The Department reserves the right to reject proposals deemed incomplete, non-responsive or non-compliant with the RFP requirements. The Offeror must demonstrate it will comply with the requirements scope of work within this RFP and must provide a detailed description to demonstrate its ability to fulfill each requirement.

### 2. Responses to Scope of Work Requirements

The proposal must meet all minimum requirements of this RFP, including the completion and return of all attachments as indicated. The proposal must clearly articulate and address all requirements of this RFP. The Offeror must provide a detailed narrative description with supporting information that may include diagrams, exhibits, examples, sketches, descriptive literature, etc.

For some requirements, the Offeror may need to provide an affirmative statement to the question or requirement by, at a minimum, inserting the word CONFIRM in its proposal.

The Offeror must describe any limitations, qualifications or contingencies impacting the ability to perform as required by the RFP. If limitations are not identified, the Offeror must perform as defined within this RFP.

The Offeror must not include any assumptions in its proposal. The Offeror should seek clarity on any questions or concerns during the defined Question/Answer period as provided in Section II.A.12.

### 3. Qualifications and References

The Department requires a contractor with a proven history of providing primary source-verified credentialing data that meets NCQA standards for health care providers.

- a. To demonstrate the Offeror is qualified to meet the on-going demands of the Department, the Offeror must provide as part of the Technical Response:
  - i. A description of the company, its operations, and ownership; and
  - ii. A description of any related expertise in the services required as part of this RFP, including the details of the experience and number of years providing the services.
- b. To support the Offeror's financial stability necessary to perform the services of this RFP, the Offeror must submit the required documents and information marked as Attachment G: Certification of Financial Condition and Legal Action Summary.
- c. To support the Offeror's ability to provide a high level of quality services, the Department requires client references. These clients will be contacted and asked to respond to questions developed by the Department regarding Offeror's performance of services like those outlined in this RFP. The Offeror must provide a reference to meet each of the specific requirements stated in Attachment H: Client References.

### 4. Investigation and Inspection

The Department may make such reasonable investigations or readiness reviews to determine the ability of the Offeror to perform the services, and the Offeror must furnish to the Department all such information and data within requested timeframes. The Department reserves the right to inspect Offeror's physical facilities, including any located outside of North Carolina prior to award and at any

time during the contract period to satisfy questions regarding the Offeror's capabilities. The Department further reserves the right to reject any proposal if the evidence submitted by, or investigations of, the Offeror fails to satisfy the Department that the Offeror is properly qualified to carry out the obligations of the contract and to provide the required services.

**5. Cost Proposal**

- a. The Offeror must provide a proposal for the cost of the services required within this RFP and defined in its proposal by completing Attachment D: Cost Proposal. The cost proposal must provide the total, all-inclusive, turn-key costs for services provided under the Contract, including all direct and indirect costs and any other expenses. The Department reserves the right to reject proposals deemed incomplete or non-compliant with this requirement.
- b. The Department reserves the right to negotiate costs with one or more Offerors prior to Contract Award.
- c. At any time during the Contract Term, the Department reserves the right to negotiate payment to the Offeror because of a significant increase or decrease in provider participation, federal or state regulatory changes, federally-approved Medicaid waivers for North Carolina, or a change in the provider enrollment processes, including but not limited, to the inclusion of additional provider types or programs into the Medicaid Managed Care program.

**D. Contract Terms and Conditions**

- 1. **ACCESS TO PERSONS AND RECORDS:** Pursuant to G.S. 147-64.7, G.S. 143-49(9), and 42 C.F.R. § 483, the Department, the State Auditor, appropriate State or federal entities, CMS, the Office of the Inspector General, and their respective authorized employees or agents shall have access to persons and records related to this Contract, and are authorized to examine all books, records, and accounts of the Contractor as far as they relate to any transactions under the Contract, the performance of the Contract, or to costs charged to the Contract.
- 2. **ADVERTISING:** Contractor agrees not to use the existence of this Contract or the name of the Department or State of North Carolina as part of any commercial advertising or marketing of its products or services. A Contractor may inquire whether the Department is willing to act as a reference by providing information directly to other prospective customers. The Department is under no obligation to serve as a reference.
- 3. **AMENDMENTS:** This Contract may not be amended orally or by performance. This Contract may be amended only by written amendments executed by the Department and the Contractor.
- 4. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the Department and solely as a convenience to the Contractor, the Department may:

- a. Forward the Contractor's payment check directly to any person or entity designated by the Contractor; and
- b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check.

In no event shall such approval and action obligate the Department to anyone other than the Contractor, and the Contractor shall remain responsible for fulfillment of all Contract obligations. Upon

advance written request, the Department may, at its discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all the Contractor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

5. **AVAILABILITY OF FUNDS:** All payments to Contractor are expressly contingent upon and subject to the appropriation, allocation, and availability of funds to the Department for the purposes set forth in the Contract. If the Contract or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Department's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Contract or Purchase Order. If the term of the Contract extends into fiscal years after that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation, and availability of funds by the N.C. General Assembly for the purposes set forth in this RFP and any resulting Contract. If funds to effect payment are not available, the Department will provide written notification to the Contractor. If the Contract is terminated under this paragraph, the Contractor agrees to take back any affected Deliverables and software not yet delivered under the Contract, terminate any Services supplied to the Department under the Contract, and relieve the Department of any further obligation thereof. The Department shall remit payment for Deliverables and Services accepted prior to the date of the previously mentioned notice in conformance with the payment terms.
6. **BENEFICIARIES:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and Contractor that any such person or entity, other than the Department or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
7. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Department for loss of, or damage to, such property. At the termination of this Contract, the Contractor shall contact the Department for instructions as to the disposition of such property and shall comply with these instructions.
8. **CHANGE IN CORPORATE STRUCTURE:** In cases where Contractor(s) are involved in corporate consolidations, acquisition or mergers, the Parties may negotiate agreements for the transfer of contractual obligations and the continuance of contracts within the framework of the new corporate structure, subject to approval by the Department and the terms of this Contract.
9. **CMS APPROVAL:** This Contract may be subject to approval by the federal Centers for Medicare and Medicaid Services. This may include the initial award, any modifications to requirements and/or specifications, and amendments to the Contract. The Department will work with CMS to obtain all necessary approvals and notify the Contractor of issues or necessary changes to the Contract.
10. **COMPLIANCE WITH LAWS:** Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local departments and agencies having jurisdiction and/or authority.

**11. CONFIDENTIALITY:**

- a. The Contractor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the Department or an appropriate State entity during performance of any contractual obligation from loss, destruction, or erasure. The Contractor agrees to abide by all facilities and security requirements and policies of the Department or designated areas where work is to be performed. All Contractor personnel shall abide by such facilities and security requirements and shall agree to be bound by the terms and conditions of the Contract.
- b. The Contractor warrants that all its employees and any approved third-party contractors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. The Contractor will, upon request by the Department or an appropriate State entity, verify and produce true copies of any such agreements. Production of such agreements by Contractor may be made subject to applicable confidentiality, non-disclosure, or privacy laws; if Contractor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in G.S. 132-1 *et seq.* The Department or appropriate State entity may, in its sole discretion, provide a non-disclosure and confidentiality agreement for the Contractor's execution. The Department or appropriate State entity may exercise its rights as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 U.S.C. 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 U.S.C. 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Department pursuant to future statutory or regulatory requirements.
- c. The Contractor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of the Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the Department or appropriate State entity. The Contractor shall protect the confidentiality of all information, data, instruments, studies, reports, records, and other materials provided to it by the Department or maintained or created in accordance with this Contract. No such information, data, instruments, studies, reports, records, and other materials in the possession of Contractor shall be disclosed in any form without the prior written consent of the Department or appropriate State entity. The Contractor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records, and other materials.
- d. All project materials, including software, data, and documentation created during the performance or provision of services hereunder that are not licensed to the Department or other State entity, or are not proprietary to the Contractor are the property of the State of North Carolina, and must be kept confidential or returned to the Department, or destroyed. Proprietary Contractor materials shall be identified to the Department by the Contractor prior to use or provision of services hereunder and shall thereby remain the property of the Contractor. Derivative works of any Contractor proprietary materials prepared or created during the performance of provision of services hereunder shall be subject to a perpetual, royalty free, nonexclusive license to the Department and State.

- 12. CONTRACT TERM:** The Contract awarded pursuant to this RFP shall be effective upon execution by the Parties. The Contract Term is the period beginning on the Contract Effective Date with an initial term of two (2) years. At the end of the Contract's current term, the Department shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one (1) year periods. The Department will give the Contractor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then current term. In addition, the Department reserves the right to extend the Contract Term for a period in increments less than one (1) year.
- 13. COOPERATION WITH OTHER STATE VENDORS:** Contractor shall cooperate with other Department Vendors that are providing goods or services to or on behalf of the Department, including those Vendors providing services with respect to system integration, data analytics, and those engaged by the Department to monitor, validate, or verify Contractor's performance. Contractor will enter into trade agreements or other agreements as necessary to allow Vendor access to Contractor's confidential information needed in performance of Vendor's service for the Department.
- 14. COPYRIGHT:** North Carolina Public Records Laws requires all documents created for public transactions/business shall become public records, therefore, no deliverable items produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor, except as otherwise provided herein. The State shall own all deliverables that the Contractor is required to deliver to the Department pursuant to this RFP, except as provided herein. Contractor shall not acquire any right, title, and interest in and to the copyrights for goods, all software, technical information, specifications, drawings, records, documentation, data, or derivative works thereof, or other work products provided by the State to Contractor. The State shall, upon payment for the Deliverables in full in accordance with the payment terms of the Contract, own copyrighted works first originated and prepared by the Contractor for delivery to the State. Contractor shall maintain ownership of all pre-existing intellectual property that it provides to the State as part of the Deliverable(s), and the State shall have a royalty-free, fully paid, worldwide, perpetual, non-exclusive, irrevocable license to use such intellectual property solely for its operations. The intellectual property terms of this Contract do not: (i) affect Contractor's ownership of all other intangible intellectual property (e.g., processes, ideas, know how) that Contractor developed in the course of performance hereunder, (ii) prevent Contractor from selling similar services elsewhere, or (iii) prevent Contractor from marketing, licensing or selling any and all intellectual property it develops hereunder to other customers, provided no State confidential information is used or disclosed in the process.
- 15. DEFAULT:**
- a. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, the Department shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In case of default by the Contractor for any reason, the Department may procure substitute services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. Default or Termination for Cause may be cause for debarment.
  - b. In addition, in the event of default by the Contractor under this Contract or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Department may immediately cease doing business with the Contractor, immediately terminate this Contract for cause, and act to debar the Contractor from doing future business with the State.
  - c. If Contractor fails to deliver or provide correct Services or other Deliverables within the time

required by the Contract, the Department shall provide written notice of said failure to Contractor, and by such notice require performance assurance measures pursuant to G.S. 143B-1340(f). Contractor is responsible for the delays resulting from its failure to deliver or provide services or other Deliverables.

- d. Should the Department fail to perform any of its obligations upon which Contractor's performance is conditioned, Contractor shall not be in default for any delay, cost increase or other consequences resulting from the Department's failure. Contractor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Contractor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the Department shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
- e. Contractor shall provide a plan to cure any delay or default if requested by the Department. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Contractor may deem necessary or proper to provide.

**16. DISCLOSURE CONFLICTS OF INTEREST:** The Contractor shall disclose to the State in any known conflicts of interest, or perceived conflicts of interest, at the time they arise, as follows:

- a. Disclose any relationship to any business or associate to whom the Contractor is currently doing business that creates or may give the appearance of a conflict of interest related to this Contract.
- b. By signing the RFP, the Contractor certifies that it shall not knowingly take any action or acquire any interest, either directly or indirectly, that will conflict in any manner or degree with the performance of its services during the term of the Contract.
- c. Disclose prior to employment or engagement by the Contractor, any firm principal, staff member or subcontractor, known by the Contractor to have a conflict of interest or potential conflict of interest related to this Contract.
- d. All notices required by this subsection must be provided to the Department within thirty (30) calendar days Contractor becoming aware of the conflict.

**17. DISCLOSURE OF LITIGATION AND CRIMINAL CONVICTION OR ADVERSE FINANCIAL CONDITION:** The Contractor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material break of the Contract. The Contractor shall disclose any current litigation or potential criminal activity as defined in the section in Attachment G: Certification of Financial Condition and Legal Action Summary.

- a. The Contractor shall notify the State in its offer, if it, or any of its subcontractors, or their officers, directors, or key personnel who may provide Services under any contract awarded pursuant to this solicitation, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation, or deception. The Contractor shall promptly notify the State of any criminal litigation, investigations or proceeding involving the Contractor or any subcontractor, or any of the forgoing entities' then current officers or director during the term of the Contract or any Scope Statement awarded to the Contractor.
- b. The Contractor shall notify the State in its offer, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments against it or its subcontractors during the three (3) years preceding its offer, or which may occur during the term of any awarded to the Contractor pursuant to this solicitation, that involve (1) Services or related goods similar to those provided pursuant to any contract and that involve a claim that may affect the viability or financial stability of the Contractor, or (2) a claim or written allegation of fraud by the Contractor



or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Contractor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Contractor or subcontractor shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Contractor or subcontractor.

- c. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity and such contractor shall be prohibited from entering into a contract for goods or Services with any department, institution or agency of the State.
- d. The Contractor shall notify the State of any legal action that could adversely affect the PHP's financial conditions or ability to meet the requirements of the Contract. All notices under subsection a, b, c and d herein shall be provided in writing to the State within thirty (30) days after the Contractor learns about any such criminal or civil matters; unless such matters are governed by the other stated terms and conditions annexed to the solicitation. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Contractor may rely on good faith certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the State.

**18. DISPUTE RESOLUTION:** The Parties agree that it is in their mutual best interest to resolve conflicts and disputes informally. The Parties shall negotiate in good faith and use all reasonable efforts to resolve all dispute(s). During the period where the Parties are attempting to resolve a dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. However, all performance sanctions and assessment of damages will be governed in accordance with the requirements and process defined in Section IV Contract Performance and Sanctions.

- a. The Contractor shall have the right to contest any dispute arising under this Contract including the imposition of intermediate sanctions, liquidated damages, or a withhold through the dispute resolution process, except that the Contractor shall not have the right to contest a requirement imposed by the Department to perform a remedial action as described in Section IV. Contract Performance.
- b. To raise a dispute, the Contractor shall submit a written request for dispute resolution within fifteen (15) days of the date on the written notice imposing the Department's intended action. The Department may extend the Contractor's deadline to request dispute resolution for good cause if the Contractor requests an extension within ten (10) days of the date on the written notice.
- c. The Contractor shall include in the written request for dispute resolution all arguments, materials, data, and information necessary to resolve the dispute (including all evidence, documentation, and exhibits).
- d. The Contractor waives any dispute not raised within fifteen (15) days of the date on the written notice imposing any proposed action by the Department (unless the Department grants an extension as described in Section IV. Contract Performance). The Contractor also waives any arguments it fails to raise in writing within fifteen (15) days (unless the Department grants an extension as described in Section IV. Contract Performance) of the date on the written notice

imposing the proposed action, and waives the right to use any materials, data, and information not contained in or accompanying the Contractor's written request for dispute resolution in any subsequent legal, equitable, or administrative proceeding (to include the Office of Administrative Hearings, NC Superior Court, or federal court).

- e. The Department shall review the dispute resolution request and submitted evidence and information and issue a written final decision within sixty-five (65) days of the Contractor's request for dispute resolution. The Department shall have the right to extend its deadline to issue the final decision for good cause and shall notify the Contractor of any extension and the reason for such extension.
  - f. The final decision issued by the Department following dispute resolution shall not be subject to further appeal within the Department.
  - g. The Department and the Contractor may be represented by legal counsel throughout the appeals process.
- 19. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE:** This RFP and any documents incorporated specifically by reference represent the entire Contract between the Parties and supersede all prior oral or written statements or agreements. The Order of Precedence is:
- a. Any amendments executed by the Parties, in reverse chronological order;
  - b. Best and Final Offers or negotiation documents, in reverse chronological order, if any;
  - c. Written clarifications, in reverse chronological order, if any;
  - d. Addenda to the RFP, in reverse chronological order, if any; and
  - e. This RFP in its entirety; and
  - f. Contractor's proposal.

In the event of a conflict between or among the Contract Documents, the term in the Contract with the highest precedence shall prevail. These documents constitute the entire agreement between the parties and supersede all prior oral or written statements or agreements.

- 20. EQUAL EMPLOYMENT OPPORUTUNITY:** Contractor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, and gender identity or expression.
- 21. FORCE MAJEURE:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations because of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 22. GENERAL INDEMNITY & LIMITATION OF LIABILITY:** Subject to any limitations of liability specified in this Contract, the Contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Contractor. The Contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Contractor goods and/or

services to the State. The representations and warranties in the preceding sentences shall survive the termination or expiration of this Contract. The State, Department, and/or Office of the Attorney General shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed and the State shall be responsible for its own litigation expenses if it exercises this option.

23. **GOVERNING LAWS:** This Contract is made under and shall be governed, construed, and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws or rules.
24. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the items or services offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing Department immediately, indicating the specific regulation which required such alterations. The Department reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
25. **IDENTITY THEFT PROTECTION ACT AND OTHER PROECTIONS:** Certain data and information received, generated, maintained or used by Contractor may be classified as “identifying information” within the meaning of NCGS 14-113.20(b) or “personal information” within the meaning of NCGS 75-61(10). Contractor is subject to the North Carolina Identity Theft Protection Act requirements, NCGS 132-1.10 and NCGS 75-65 and must protect such identifying information and personal information as required by law, Department and state policy, and the terms of this Contract. Contractor shall report security incidents and breaches of all protected information, whether PHI, identifying information, or personal information to the Department’s Compliance Coordinator in Section II.A.14.
26. **INDEPENDENT CONTRACTORS:** Contractor and its employees, officers and executives, and subcontractors, if any, shall be independent Contractors and not employees or agents of the Department. The Contract shall not operate as a joint venture, partnership, trust, agency, or any other similar business relationship. The Contractor, its employees, officers and executives, as well as those of any subcontractors, shall not be representatives of the State or Department, and may not hold themselves out as such.
27. **INSURANCE:** During the term of the Contract, the Contractor, at its sole cost and expense, shall provide commercial insurance coverage of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:
  - a. Worker’s Compensation - The Contractor shall provide and maintain Worker’s Compensation Insurance, as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of \$500,000.00, covering all of Contractor’s employees who are engaged in any work under the Contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract.
  - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit.
  - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles, used relating to the Contract. The minimum combined single limit shall be \$500,000.00 for bodily injury and property damage; \$500,000.00 for uninsured/under insured motorist; and \$50,000.00 for medical payment.
  - d. REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this Contract. All such insurance shall meet all laws of

the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall always comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

**28. INTELLECTUAL PROPERTY INDEMNITY:** Contractor shall hold and save the Department, State, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device, or appliance delivered relating to this contract.

**29. NOTICES:** Any notices required under the Contract must be delivered to the Contract Administrator for each Party. Unless otherwise specified in the Contract, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.

**30. PAYMENT AND INVOICE TERMS:**

- a. The Contractor must submit one (1) invoice per month, no later than the 20<sup>th</sup> day of the month, unless the Department approves another date.
- b. A hard copy of invoices with the information required as stated herein must be submitted to the following:
  - Department of Health and Human Service
  - Division of Health Benefits
  - ATTENTION: Accounting
  - CONTRACT: (Insert Number & Title)
  - 1985 Umstead Drive
  - 2501 Mail Service Center
  - Raleigh, NC\_27699-2501
- c. An electronic copy of the invoice must be submitted to [Medicaid.FinanceAP@dhhs.nc.gov](mailto:Medicaid.FinanceAP@dhhs.nc.gov). Medicaid Accounting staff may be reached at 919-855-4114.
- d. The Department will promptly notify the Contractor of any changes to the information in **b.** and **c.** above for submission of invoices.
- e. Invoices must be dated and reflect the fees and charges defined in the Contract for services or deliverables provided in the immediate preceding month and include sufficient supporting documentation for the Department to validate the services and charges.
- f. Payment will only be made for services and/or deliverables accepted by the Department in accordance with the Contract requirements and Cost Proposal.
- g. As provided in Attachment D: Cost Proposal, reimbursement will be made on a per provider, per location, per month basis for active Medicaid providers, based on enrollment as of the last day of the month.
- h. The Contractor is responsible for all payments to subcontractors under the Contract.
- i. Payment terms are Net not later than thirty (30) days after receipt of a correct invoice as verified by the Department.
- j. In the event the invoice is not correct, and the Department requires changes, the payment terms are Net not later than thirty (30) days after receipt of the correct invoice is resubmitted by the Contractor.
- k. The Department reserves the right to dispute an invoice after payment and require the Contractor

to include a credit on the subsequent month's invoice to resolve disputes.

- I. Any reductions based on sanctions, liquidated damages, or other performance issues, etc. may be withheld from the Contractor's invoices. Contractor shall provide a credit memo for such reductions within ten (10) days, upon request.

**31. PHYSICAL SECURITY:**

- a. Each person who is an employee or agent of the Contractor or subcontractor must display his or her company ID badge always while on State premises. Upon request of State personnel, each such employee or agent must provide additional photo identification.
- b. At all times at any State facility, the Contractor's personnel must cooperate with State site requirements that include but are not limited to being prepared to be escorted always, providing information for badging, and wearing the badge in a visible location always.

**32. PRIVACY AND INFORMATION SECURITY:**

- a. The Contractor shall comply with and adhere to the Federal rules such as HIPAA, CMS and State IT Security Policy and Standards, and Department Privacy and Security Policies, as applicable.
  - i. The NC DHHS Privacy and Security Policies are located at:  
<https://www2.ncdhhs.gov/info/olm/manuals/dhs/pol-80/man/>
  - ii. The NC State policies are located at:  
[https://files.nc.gov/ncdit/documents/files/Statewide-Information\\_Security\\_Manual.pdf](https://files.nc.gov/ncdit/documents/files/Statewide-Information_Security_Manual.pdf)These policies may be revised from time to time. The Department shall notify the Contractor of revisions and the Contractor shall comply with all revisions.
- b. *Data Security:* The Contractor will review and comply with the data security classification and handling policies set forth in the Statewide Data Classification and Handling Policy located at <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>.
- c. The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall fill-out any necessary paperwork as directed and coordinated with the Department's Contract Administrator to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.
- d. The Contractor shall ensure all portal interactions to comply with Web Content Accessibility Guidelines (WCAG) 2.0 and the current release of web content accessibility guidelines published by the Web Accessibility Initiative and outlined in Sec. 508 of the Rehabilitation Act of 1973 as amended January 2017.
- e. Files exchanges shall be conducted through secure file transfer protocol (SFTP) with other systems.
- f. The Contractor has a duty to report all security incidents within twenty-four (24) hours after the incident is first discovered to the Department's Privacy and Security Office Incident Website at: <https://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security>
- g. *Cost Borne by the Contractor.* If any applicable federal, state, or local law, regulation, or rule requires the Department or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.
- h. *Continuous Monitoring.* The Contractor shall adhere the State CIO's mandate for a Continuous Monitoring Process. The Contractor shall work with the Department Privacy and Security Office to implement a risk management program that continuously monitors risk through assessments, risk analysis and data inventory. The requirements are based on NIST 800-37, Continuous Monitoring Process and originates from G.S. 143B-1376, located at:

[http://www.ncleg.net/EnactedLegislation/Statutes/HTML/ByChapter/Chapter\\_143B.html](http://www.ncleg.net/EnactedLegislation/Statutes/HTML/ByChapter/Chapter_143B.html), which requires the North Carolina State CIO to annually assess each Department and each Department's Contractors' compliance with enterprise security standards.

- i. The Contractor shall assist the Department with risk assessment and security assessment of the Contractor's critical systems and infrastructure.
  - i. Assessments are to be performed either through third-party or self-assessment on a three-year cycle (with a third-party assessment mandated every third year).
  - ii. All findings identified in the assessment must be provided to the Department within thirty (30) days of assessment completion and a plan to remediate each finding.
- j. *Assessment of agency cloud-hosted providers or off-site hosting services.* Contractors providing Infrastructure as a Service, Platform as a Service and/or Software as a Service may be required to obtain approval from the State CIO and/or the Department and ensure Contractor compliance with Statewide security policies.
- k. The Contractor shall provide attestation to their compliance and an industry recognized, third party assessment report performed annually. Types of these reports include: Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, SSAE 16/18 and ISO 27001.
  - i. The Department is required to review these reports, assess the risk of the Offeror.
- l. The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor must obtain (at their own expense) and provide the Departmental Contract Administrator with a North Carolina State Bureau of Investigation(SBI) and/or FBI background check on all new employees prior to assignment. The Contractor shall not allow an employee who has a criminal record that consists of a felony or misdemeanor to perform services under this Contract or have access to data unless prior written approval is obtained from the Department's Contract Administrator.

**33. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Contractor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for obtaining any Contract or award issued by the State and its Departments and other agencies or entities. The Contractor further warrants that no commission or other payment has been or will be received from or paid to any third-party contingent on the award of any Contract by the State, except as shall have been expressly communicated to the Department's Office of Procurement, Contracts and Grants in writing prior to acceptance of the Contract or award in question. Everyone signing the required sections of this RFP warrants that he or she is duly authorized by their respective Party to sign the Contract and bind the Party to the terms and conditions of this RFP. The Contractor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of the Contract; obligation or Contract for future award of compensation as an inducement or consideration for making the Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Contractor(s) as permitted by 9 NCAC 06B.1206, or other provision of law.

**34. PROJECT MANAGEMENT:** All project management and coordination on behalf of the Contractor shall be through a single point of contact. The Contractor must provide that single point of contact.

**35. PUBLIC RECORDS AND TRADE SECRET PROTECTIONS:**

- a. Pursuant to G.S. §132-1, et seq., this Contract and information or documents provided to the Department under the Contract are Public Record and subject to inspection, copy and release to the public unless exempt from disclosure by statute. Any proprietary or confidential information,

which conforms to exclusions from public records as provided by Chapter 132 of the General Statutes, must be clearly marked as such with each page containing trade secret information identified with bold face as "CONFIDENTIAL", and reflected in the redacted copy of the Contract, including the RFP and subsequent amendments, documents, or materials relating to or provided as part of this Contract at any time. By submitting a redacted copy, the Contractor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked *Confidential* and/or *Redacted* meet the requirements of Chapter 132 of the General Statutes. The Contractor must identify the legal grounds for asserting that the information is confidential, including the citation to state law. *However, under no circumstances shall price information be designated as confidential.* Contractor is urged and cautioned to limit the marking of information as trade secret or confidential so far as is possible.

- b. Regardless of what Contractor may label as a trade secret, the determination of whether it is or is not entitled to protection will be made in accordance with G.S. §132-1.2 and G.S. §66-152(2). If any challenge, legal or otherwise, is made related to the confidential nature of information redacted by the Contractor, the Department will provide reasonable notice of such action to Contractor, and Contractor shall be responsible for the cost and defense of, or objection to, release of any material. The Department is not obligated to defend any challenges as to the confidential nature of information identified by the Contractor as being trade secret, proprietary, and otherwise confidential. The Department shall have no liability to Contractor with the respect to disclosure of Contractor's confidential information ordered by a court of competent authority pursuant to NCGS 132-9 or other applicable law.
- c. A redacted copy of this Contract and any subsequent amendments, documents, or materials relating to or provided as part of this Contract, shall be provided to the Department within thirty (30) days of execution. Redacted copies must clearly indicate where information has been redacted. For the purposes of this Contract, redaction means to edit the document by obscuring information that is considered confidential and proprietary **and** meets the definition of Confidential Information set forth in N.C.G.S. 132-1.2. In lieu of redacting information by obscuring, Contractor may replace the information, paragraphs or pages with the word "Redacted." By submitting a redacted copy, the Contractor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked Confidential and/or Redacted meet the requirements of G.S. § 132. Redacted copies provided by Contractor to the Department may be released in response to public record requests without notification to the Offeror. Information submitted by Contractor that is not marked "Confidential" or "Trade Secret" will become a public record.

**36. RECORDS RETENTION:** All records and data held by the Contractor as it relates to this Contract shall be retained and maintained as required by North Carolina law, federal law, State and Department Record Retention requirements and policies.

- a. Any records created or modified by the Contractor and not duplicated in Department system via interfaces must be retained for ten (10) years, unless a longer period is required by federal or state law or policy. The State policy is mandated by the State Archives of North Carolina and is located here: <https://archives.ncdcr.gov/government/retention-schedules>.
- b. Records shall not be destroyed, purged, or disposed of without the express written consent of the Department.
- c. If any litigation, claim, negotiation, audit, disallowance action or other action involving this Contract start before the expiration of the legally required retention period, the records must be retained until completion of the action and resolution of all issues which arise from it.

- d. In the event there are changes in Record Retention requirements or policies due to North Carolina law, federal law, State or Department Record Retention Policies, the Contractor must make the necessary changes to be in compliance with all Records Retention requirements.
  - e. At the point the Contract terminates/expires, all data, including backups, must be transitioned to the State in a format prescribed by the Department unless that data has exceeded its archive requirements. The Department may request verification from the Contractor that archive requirements are being met.
- 37. SECURITY AND BACKGROUND CHECKS:** The Department reserves the right to conduct a security background check or otherwise approve any employee or agent provided by the Contractor, and to refuse access to or requires replacement of any such personnel for cause, including but not limited to, technical or training qualification, quality of work or change in security status or non-compliance with the Department's security or other requirements.
- 38. SEVERABILITY:** If a court of competent authority holds that a provision or requirement of the Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of the Contract shall remain in full force and effect.
- 39. SITUS:** The place of this Contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
- 37. STATE AND FEDERAL REQUIREMENTS FOR INFORMATION TECHNOLOGY SYSTEMS:** The Contractor's information technology systems shall meet all State or Federal statutes, rules and regulations governing information technology (including but not limited to 26 USC 6103, IRS Publication 1075, and HIPAA, as applicable) and the policies of the NC Department of Information Technology. See e.g., <https://it.nc.gov/statewide-resources/policies>; [https://files.nc.gov/ncdit/documents/files/Statewide-Information\\_Security\\_Manual.pdf](https://files.nc.gov/ncdit/documents/files/Statewide-Information_Security_Manual.pdf) and <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>.
- a. Enterprise Architecture Standards: The North Carolina Statewide Technical Architecture standards are located at <https://it.nc.gov/services/it-architecture/statewide-architecture-framework>. This provides a series of domain documents describing objectives, principles and best practices for the development, implementation and integration of business systems.
  - b. Modifications, Updates, Fixes, and Patches Requested by the Contractor: The Contractor shall adhere to any change management and control policies, procedures or other guidance provided by the Department for all system modifications. The Contractor shall not modify, update, fix, or patch any IT system that shares information with (or interfaces with) the Department's IT systems without the Department's prior written approval. The Contractor's request for approval must contain a detailed description of the changes proposed by the Contractor. The Contractor must supplement its request with all clarifications and additional information requested by the Department. The Contractor shall not place any modification, upgrade, fix, or patch into a production environment without first giving the Department an opportunity to test the modification, upgrade, fix, or patch to ensure that it does not impair the operation of the Department's IT systems.
  - c. Modifications, Updates, Fixes, and Patches Requested by the Department: The Contractor shall promptly modify, upgrade, fix, or patch any part of its IT system that shares information with (or interfaces with) the Department's IT systems as requested by the Department. The Contractor



shall adhere to the Department's Change Management and control policies and procedures for resolution. The Contractor shall not place any such modification, upgrade, fix, or patch into a production environment without first giving the Department an opportunity to test the modification, upgrade, fix, or patch to ensure that it does not impair the operation of the Department's IT systems. The Contractor may not unilaterally refuse to make a modification, update, fix or patch requested by the Department.

- d. The Department's Rejection of the Contractor's Modifications, Updates, Fixes, and Patches to the Contractor's IT Systems: The Department reserves the right to reject any modification, update, fix, or patch that does not meet the Department's IT standards or could impair the operation of the Department's IT systems.
  - e. Cost of Modifications, Updates, Fixes, and Patches to the Contractor's IT Systems: The cost of all modifications, updates, fixes, and patches to the Contractor's IT systems (whether proposed by the Contractor or required by the Department) shall be borne solely by the Contractor; however, the cost of the tests described in the first two paragraphs above shall be borne solely by the Department.
38. **SOVEREIGN IMMUNITY**: Notwithstanding any other term or provision in this Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the Department and State under applicable law.
39. **STATE CONTRACT REVIEW**: This RFP and subsequent contract is exempt from the State contract review and approval requirements pursuant to G.S. 143B-216.80(b)(4).
40. **SUBCONTRACTORS**: The Contractor may subcontract the performance of required services with resources under this Contract only with the prior written consent of the Department's contracting authority. Upon request, the Contractor shall provide the Department with complete copies of any contracts made by and between the Contractor and all subcontractors. The selected Contractor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Contractor and this Contract. Any contracts made by the Contractor with a subcontractor shall include an affirmative statement that the Department is an intended third-party beneficiary of the Contract; that the subcontractor has no contract with the Department; and that the Department shall be indemnified by the Contractor for any claim presented by the subcontractor. Notwithstanding any other term herein, Contractor shall timely exercise its contractual remedies against any non-performing subcontractor and, when deemed appropriate by the Department, substitute another subcontractor.
41. **SURVIVAL**: The expiration, termination, or cancellation of this Contract will not extinguish the rights of either party that accrue prior to expiration, termination, or cancellation or any obligations that extend beyond termination, expiration or cancellation, either by their inherent nature or by their express terms.
42. **TAXES**: Any applicable taxes shall be invoiced as a separate item and in accordance with this paragraph and applicable laws.
- a. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Contractors if the Contractor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Contractor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Contractor certifies that it and all its affiliates,

(if it has affiliates), collect(s) the appropriate taxes.

- b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Contractor will be executed and returned by the using agency.
- c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

**43. TERMINATION:** Any notice or termination made under the Contract shall be provided to the Contractor's Contract Administrator.

- a. The Parties may mutually terminate the Contract by written amendment at any time.
- b. The Department may terminate the Contract, in whole or in part, for any of the following provisions.
  - i. Termination for Cause: In the event any goods, software, or service furnished by the Contractor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within thirty (30) days, or other time period specified by the Department, after providing written notice thereof to Contractor, the Department may cancel and procure the articles or services from other sources; holding Contractor liable for any excess costs occasioned thereby, subject only to the limitations provided within the RFP. The rights and remedies of the Department provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be relieved of liability to the Department for damages sustained by the Department arising from Contractor's breach of the Contract; and the Department may, in its discretion, withhold any payment due as a setoff until the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Contractor shall be cause for termination.
  - ii. Termination for Convenience Without Cause: The Department may terminate this Contract, in whole or in part, by giving sixty (60) days prior notice in writing to the Contractor. The Contractor shall be entitled to sums due as compensation for deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the Department, the Department will pay for all services performed and products delivered in conformance with the Contract up to the date of termination.
  - iii. Contract Expiration: The Department may elect to not exercise its option to renew this Contract. The Department shall give the Contractor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract's then-current term.

**44. TIME OF THE ESSENCE:** Time is of the essence in the performance of this Contract.

**45. TITLES AND HEADINGS:** Titles and headings in this RFP, and in any subsequent contract, are for convenience only and shall have no binding force of effect.

**46. TRANSITION ASSISTANCE:** The Contractor shall, at a minimum, do the following in the event of a transition:

- a. In the event the Contract expires or is terminated for any reason, the Contractor, at the request of the Department, agrees to provide all reasonable transition assistance for up to one hundred-eighty (180) days after such termination or expiration. The Contractor's transition assistance will help facilitate the uninterrupted flow of services, facilitate the orderly transfer of such services to the Department, other required State entity, or its designees, and ensure the secure return of all data to the Department. In the event data is returned to the Department, other required State entity, or its designees, such data shall be provided at no additional cost, in a format mutually

agreed to by the parties. The Contractor agrees to certify its compliance with all data retention requirements, which may require that the Contractor retain some data after the resulting Contract is terminated, is not renewed or expires.

- b.** The Contractor acknowledges and agrees that all data provided by the State or generated by the Contractor in any form, during the term of the Contract, remains the property of the State, and may not be marketed or sold by the Contractor without the express written consent of the State during the term of the Contract, during the retention period, or at any time after the Contract has terminated or expired.
  - i.** The only exception to this provision is that the data the Contractor provides on behalf of the Department to the PHPs remains the property of the Contractor.
- c.** At Contract end, whether through expiration or termination, the Contractor agrees to provide the State with all data and data exchange agreements with all PHPs supported during the term of the Contract at no additional cost to the State. The Contractor agrees to provide all electronic files in a format accessible and transferable to the State. When completed, the Contractor agrees to certify in writing that all data has been returned.
- d.** At the Contract end, the Contractor agrees to provide the State with the primary sourced verification documentation for all North Carolina Medicaid and NC Health Choice providers managed under this contract.
- e.** At the request of the State, after all data has been successfully returned to and acknowledged by the State, the Contractor agrees to destroy or purge this same data remaining in its possession or control and destroy or purge data provided to the Contractor by the State during the term of the Contract in accordance with NIST Special Publication 800-88, Revision 1: Guidelines for Media Sanitization. When completed, the Contractor agrees to certify in writing that all data referenced above has been destroyed or purged.
- f.** At Contract end, the Contractor agrees to terminate all communication protocols between the Contractor and each PHP.
- g.** Until the Contractor has certified the completion of the data destruction or purge, the Contractor agrees to continue to comply with all data security requirements imposed on the Contractor by this Contract even after the Contract has terminated or expired. Such transition assistance will be governed by the terms and conditions of this Contract, (not withstanding such expiration or termination) except for those Contract terms or conditions that do not reasonably apply to such transition assistance.
- h.** The Contractor agrees to include knowledge transfer to State employees in its transition plan. Knowledge transfer shall include, but is not limited to, technical training of State employees that shall include instructions on how to setup or maintain access and roles for new or existing database users, code walkthrough, database and system administration, and any additional activities required to enhance and maintain the databases.
- i.** The State will pay the Contractor for any additional resources requested by the State to perform transition assistance tasks, in accordance with fees outlined in the Contractor's cost proposal.
- j.** The State will be entitled to set-off any transition assistance charges or costs with any damages or additional costs arising from the Contractor's failure to perform.
- k.** During the transition, the Contractor agrees to take all action reasonably necessary to provide a minimally disruptive transition. Reasonable action includes making its staff available to meet with the State and the successor vendor in person and by telephone at reasonable times and locations.
- l.** The Contractor agrees to submit a transition plan within ninety (90) days of Contract execution. The Contractor agrees to obtain the State's approval of its initial plan, and to update and obtain the State's approval of revisions to its transition plan as revisions are made, at no cost to the State.
- m.** The transition plan shall document the steps required to: (1) Transition full support from the current, incumbent vendor to the Contractor awarded this Contract and propose how long the transition period will be after Contract execution; (2) Transition full support from the Contractor awarded in this Contract to the Contractor selected through any subsequent effort ("Subsequent Vendor"); (3) In the event the Contractor at any time loses the required certifications (and/or licensures required and listed in this Contract, transition from the Contractor to the State or a

Subsequent Vendor; or (4) In the event of termination or expiration of the Contract, transition from the Contractor to the State or a Subsequent Vendor (each a "Transition Event)". The Contractor's completion of this plan allows for an orderly transition of the Contractor activities to either the State or a Subsequent Vendor. For each of the four Transition Events above, the Transition Plan shall include at a minimum:

- i. A description of how the transition will take place, including the steps required to transition data during each type of Transition Event;
- ii. Hardware, software, data, facilities or materials needed to fulfill the training effort;
- iii. The personnel resources to complete the transition;
- iv. Training needed to complete the transition;
- v. A description of all archived documentation to be transferred from the Contractor to the State or a Subsequent Vendor selected by the State;
- vi. Technical Architecture System Design document;
- vii. An estimated timeline for the transition; and
- viii. Risks, constraints, or assumptions of the transition, if any.

**47. UNANTICIPATED TASKS:** If additional work must be performed that was wholly unanticipated, and that is not specified in the Agreement, but which in the opinion of both parties is necessary to the successful accomplishment of the contracted scope of work, the procedures outlined in this article will be followed. For each item of unanticipated work, the Contractor shall prepare a work authorization in accordance with the Department's practices and procedures.

- a. It is understood and agreed by both parties that all the terms and conditions of the Agreement shall remain in force with the inclusion of any work authorization. A work authorization shall not constitute a contract separate from the Agreement, nor in any manner amend or supersede any of the other terms or provisions of the Agreement or any amendment hereto.
- b. Each work authorization shall comprise a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor, the job classification or approximate skill level or sets of the personnel required, an identification of all significant material then known to be developed by the Contractor's personnel as a Deliverable, an identification of all significant materials to be delivered by the Department to the Contractor's personnel, an estimated time schedule for the provision of the Services by the Contractor, completion criteria for the work to be performed, the name or identification of Contractor's personnel to be assigned, the Contractor's estimated work hours required to accomplish the purpose, objective or goals, the Contractor's billing rates as agreed upon by the State and incorporated into the Contract, and units billed, and the Contractor's total estimated cost of the work authorization.
- c. All work authorizations must be submitted for review and approval by the procurement office that approved the original Contract and procurement. This submission and approval must be completed prior to execution of any work authorization documentation or performance thereunder. All work authorizations must be written and signed by the Contractor and the Department prior to beginning work.
- d. The Contractor shall not expend personnel resources at any cost to the Department more than the estimated work hours unless this procedure is followed. If, during performance of the work, the Contractor determines that a work authorization to be performed under the Agreement cannot be accomplished within the estimated work hours, the Contractor will be required to complete the work authorization in full. Upon receipt of such notification, the Department may:
  - i. Authorize the Contractor to expend the estimated additional work hours or service more than the original estimate necessary to accomplish the work authorization, or
  - ii. Terminate the work authorization, or
  - iii. Alter the scope of the work authorization to define tasks that can be accomplished within the remaining estimated work hours.

- iv. The Department will notify the Contractor in writing of its election within seven (7) days after receipt of the Contractor's notification. If notice of the election is given to proceed, the Contractor may expend the estimated additional work hours or services.
- 48. **WAIVER:** The failure to enforce or the waiver by the State of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
- 49. **WARRANTY:** The Contractor warrants that its services will be performed in a good and workmanlike manner. Unless otherwise agreed to by the Parties, the Contractor will re-perform any services not in compliance with this warranty brought to its attention in writing within thirty (30) days after those services are performed. Additionally, the Contractor warrants that its deliverables and services which are original content will materially conform to their applicable specifications for a period of thirty (30) days from delivery to the Department. The Contractor will correct any such deliverable or service not in compliance with this warranty brought to its attention in writing within thirty (30) days after delivery of such deliverable to the State. THIS SECTION IS CONTRACTOR'S ONLY EXPRESS WARRANTY CONCERNING THE SERVICES, ANY DELIVERABLES OR MATERIALS, AND THIS CONTRACT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

### III. SCOPE OF WORK AND REQUIREMENTS

The Offeror must submit their Technical Response as Attachment C: Technical Response. The Department encourages Offerors to suggest innovative ways to fulfill the requirements of this RFP. The Offeror must confirm adherence to the expectations of the Department and their ability to meet the requirements of this RFP. This includes providing a detailed narrative, diagrams, exhibits, examples, sketches, descriptive literature and/or detailed information specifically tailored for the North Carolina Medicaid program to demonstrate its ability to meet requirements.

#### A. Qualifications, Experience and Federal Requirements

1. The Department requires a Provider Data Contractor (Contractor):
  - a. To serve as the Department's Provider Data Contractor and support transformation of the State's Medicaid program from Medicaid Fee-for-Service to Medicaid Managed Care;
  - b. With the experience, knowledge and resources to support all services outlined in this RFP and who will be transparent in its dealings with the Department, PHPs, and Medicaid-enrolled providers;
  - c. That demonstrates an understanding of national health plan accreditation and its role in meeting standards of quality;
  - d. With familiarity/experience managing provider and practitioner data and resolving issues working with providers;
  - e. With experience with managed care, preference for experience with Medicaid Managed Care; and
  - f. With experience acting as a partner and collaborating to resolve issues with managed care partners.
2. The Contractor must support North Carolina's provider enrollment system as required under 42 C.F.R. § 455. The Contractor must perform all the required functions of the primary source verification and share the data with PHPs. In the event there are changes to any applicable law, rule or regulation, the Contractor must work with the Department to make the necessary modifications to meet all changes and requirements.

3. All data collected, produced, or maintained must be made available for federal evaluation where required under 42 C.F.R. § 431.420(f).
4. The Contractor must supplement the Department's current data for Medicaid provider enrollment with credentialing information that has been primary source-verified. To demonstrate the amount of data currently available with the Contractor, and identify potential gaps, the Contractor must complete data file requirements of Attachment B: Medicaid Provider File for Analysis Process Description and Layout.

## B. Certification Requirements

The Contractor must meet the following requirements and provide an attestation of each in their Technical Response:

1. Have a valid certification as a Credentialing Verification Organization (CVO) from the National Committee for Quality Assurance (NCQA), or must have an arrangement with a third party who has such certification;
  - a. This certification must be maintained for the duration of the Contract. If at any time the Contractor and/or the third-party subcontractor loses the certification, the Contractor must notify the Department immediately; and
  - b. The certification must reflect the most up-to-date standards for a CVO as published by NCQA for the entire duration of the contract within six (6) months of the release of a new or modified standard.
2. If the Contractor is utilizing a subcontractor to provide the primary source verification aspects of their proposal, the Contractor shall clearly indicate this and make its contract with the third party, the third party's attestation to the above certification requirements, and proof of attestation, available to the Department for review and inspection.

## C. Requirements and Tasks

The purpose of this Contract is to share primary source-verified credentialed information for Medicaid-enrolled providers with contracted Medicaid Managed Care PHPs. The Department will furnish data for Medicaid-enrolled providers to the Contractor. The Contractor must supplement this information with source-verified credentialing information and make the Department's data and supplemental credentialing data available to the PHPs.

1. By a production date of January 15, 2019 and throughout the duration of the Contract, the Contractor must be able to accept a daily feed of the Medicaid Provider Enrollment File containing Medicaid provider enrollment and demographic information from the Department.
  - a. The Medicaid Provider Enrollment File will contain identifying data for currently enrolled providers, active and suspended, who have been enrolled and verified following North Carolina Medicaid and NC Health Choice provider enrollment criteria.
  - b. The Contractor must establish an interface with NCTracks in which to accept the Department's Medicaid Provider Enrollment file.
  - c. The Department and Contractor will mutually agree upon the transmission protocol, timeframe, and other details associated with how the data is made available.
  - d. The Contractor must share all data provided by the Department with all PHPs, regardless of the availability of accredited credentialing information.
2. The Contractor must accept the Department's Medicaid Provider Enrollment File and match the provider to the Contractor's credentialing information using the provider National Provider Identifier (NPI) number or Tax Identification Number (TIN) for atypical providers.

- a.** The Contractor must define how to identify providers who are not found in the Contractor's credentialing information.
- b.** The Contractor must provide all primary-source verified credentialing information available for each Medicaid-enrolled individual provider, including:
  - i.** Education and Training
    - a.** Highest level of training completed by the practitioner, including board certification, residency or medical / professional school graduation
    - b.** No time limit for verification; must verify and document highest training level when reporting information plans
  - ii.** Board Certification
    - a.** Current board certification status, if practitioners state they have has board certification
    - b.** The Department enrollment process allows providers the option (not required) to enter board certification in optional field; the Department does not verify information if it is entered
    - c.** Must report verification to plan within one hundred twenty (120) days of conducting the verification
  - iii.** Malpractice History
    - a.** Malpractice settlements from the past five years
    - b.** Must report verification to plan within one hundred twenty (120) days of conducting the verification
  - iv.** Work History
    - a.** Work history from the past five years, including gaps
    - b.** Must report verification to plan within three hundred five (305) days of reviewing information provided by the practitioner
  - v.** DEA or CDS Certification
    - a.** Practitioner who prescribes medications has a current DEA or CDS certification in North Carolina
    - b.** No time limit; certification must be documented and valid when information reported to the plan
  - vi.** Licensure
    - a.** Practitioner has a valid, current license to practice in North Carolina
    - b.** Must report verification to plan within one hundred twenty (120) days of conducting the verification
  - vii.** Provider Attestations
    - a.** Practitioner attestations regarding ability to perform essential functions, illegal drug use, history of loss of licenses, history of felony convictions, limitations of privileges or disciplinary actions, current malpractice coverage, and correctness / completeness of the application
    - b.** Must report verification to plan within three hundred five (305) days of reviewing information provided by the practitioner
  - viii.** State Licensing Board Sanctions
    - a.** State licensing board sanctions from the past five (5) years
    - b.** Must report verification to plan within one hundred twenty (120) days of conducting the verification
  - ix.** Medicare/Medicaid Sanctions
    - a.** Medicare and/or Medicaid sanctions from the past five (5) years
    - b.** Must report verification to plan within one hundred twenty (120) days of conducting the verification

- e. The Contractor must provide all primary-source verified credentialing information available for each Medicaid-enrolled facility, including:
    - i. Liability Insurance
      - a. Copy of current insurance certificate
      - b. Verification of effective and expiration dates
      - c. Coverage amounts, including per occurrence and aggregate limits
    - ii. Accreditation
      - a. Evidence of accreditation from the Joint Commission or other appropriate accrediting body (e.g., AAAHC, HFAP, IMQ, CARF, CHAPS, ACHC, AOA)
  - f. For facilities without accrediting bodies,
    - i. additional information may be required, including
      - a. information on quality management program;
      - b. reports on disciplinary action from the last five years;
      - c. letters of recommendation attesting to quality or cost-effectiveness of care;
      - d. documented policies for coverage arrangements or onsite quality assessment on quality management program;
      - e. reports on disciplinary action from the last five years;
      - f. letters of recommendation attesting to quality or cost-effectiveness of care; and
      - g. documented policies for coverage arrangements or onsite quality assessment.
    - ii. The Contractor must maintain and provide documentation, including business process flows, to the PHPs and the Department that includes instructions for the data exchange.
    - iii. Any error messaging, exception handling requirements and point of contact information must be included in this operational document.
    - iv. Documentation and agreements between the Contractor and the PHPs shall be made available to the Department upon request.
  - g. The Contractor must:
    - i. Retain the data accepted from the Department's Medicaid Provider Enrollment File for purposes described within this Contract.
    - ii. Match and maintain a cross reference between the Department's provider information and the same provider's credentialing information
    - iii. Establish a process to reconcile the daily Medicaid Provider Enrollment File to ensure all records are received and updates, including new providers, are applied to the Contractor's data.
    - iv. Establish a process to apply and track updates and additions received from the Department. All changes initiated from the Department shall be shared with all PHPs.
    - v. Ensure that the credentialing data within the Contractor's information is current, accurate and re-verified following the most up to date NCQA health plan accrediting standards for **active** providers on the Medicaid Provider Enrollment File.
    - vi. For those active providers on the Medicaid Provider Enrollment File who do not have current credentialing information on the Contractor's information, the Contractor must take the steps necessary to ensure the information is updated within thirty (30) days.
3. The Contractor must build the NC Medicaid Credentialed File that combines data from the Medicaid Provider Enrollment file plus the credentialing information from the Contractor.
- a. The Department and the Contractor must mutually agree upon the format and transmission protocol of the data elements from the Contractor to the PHPs.
  - a. The NC Medicaid Credentialed Provider File must be created daily.
  - b. The file layout must contain a control record that reports:



- i. The number of provider records received for processing;
    - ii. The number of records in the file including the control record;
    - iii. The number of provider records that matched to the Contractor's credentialing database with credentialing data found;
    - iv. The number of active Medicaid providers;
    - v. The number of suspended Medicaid providers;
    - vi. The number of terminated Medicaid providers; and
    - vii. The number of provider records that could not be matched.
  - d. The output from the matching and credentialing duties must be systematically reproducible by the Contractor and shall always be the result of and reflect the administration of the policies and procedures consistent with the requirements herein.
4. The Contractor must publish the NC Medicaid Credentialed File in a secure FTP site daily where the PHPs and the Department will access and download the file.
    - a. The Contractor must establish an agreement with each PHP that shall include, at a minimum, the connectivity protocol to the secure FTP site in adherence with the security requirements, the file format, and the file layout.
  5. The Contractor must provide technical support and training to the PHPs and the Department to ensure successful implementation and operation of the data exchanges, online screens, and other functions as required within this RFP.
  6. The Contractor must document and retain evidence that supports the primary source-verified items that are reported on the daily file. This documentation must be made available to the Department upon request.
  7. The Contractor must generate a Credentialed Provider Report for the Department, no less than once per week, that must include at a minimum the following:
    - a. Number of provider records that matched with credentialing data found;
    - b. Number of provider records that could not be matched with the Contractor's credentialing information; and
    - c. List of NPIs where no match with the Contractor's system could be made.
  8. The Contractor must notify PHPs of any outages or delays and work with the Department to resolve access/availability issues if the Medicaid Provider Enrollment file is not made available or is made available without ample time for the Contractor to complete the matching activity.
    - a. The Contractor must perform the following:
      - i. Notify the PHPs when updated that the Contractor's NC Medicaid Credentialed Provider File is available;
      - ii. Ensure the Department is notified within two (2) hours of system failure, including process to resolve access/availability issues within twenty-four (24) hours.
  9. The Contractor must generate a summary report for the Department of any system outages affecting the transmission of provider data, monthly, that must include at a minimum the following:
    - a. Summary of any system outages;
    - b. Duration of outage; and
    - c. Action taken to resolve the issue.
  10. The Contractor must generate, no less than once per week, a Credentialing Activity Report for credentialing activities performed during the reporting period that shall include at a minimum the following:

- a. Number of providers with new or updated credentialing information available during the reporting period;
  - b. Number and age of provider records with outstanding credentialing information;
  - c. Number of providers eligible for re-credentialing in the next six (6) months;
  - d. Number of providers who are no longer in compliance; and
  - d. Trending report over the past month, six (6) months, and year.
11. The Department may request additional reports on a regular or ad-hoc basis to the Department or PHPs in verifying Contractor performance with service level expectations or to monitor operational issues.
  12. The Department and Contractor will mutually agree upon the format and requirements of all reports proposed by the Contractor.
  13. The Contractor must provide read-only, online inquiry access to their system to allow the Department to view provider credentialing data.
  14. The Contractor must participate in meetings with the Department, the PHPs, and any other agencies or groups as required by the Department. The Contractor must provide the appropriate Contractor personnel to attend all meetings. Meetings may include but are not limited to:
    - a. Status calls with Department and PHPs to discuss operational and technical issues, and
    - b. Updates with the Department and PHPs after go-live.
  15. The Contractor must comply with and participate in any provider investigations initiated by the Department or other governmental entity.
  16. The Contractor must provide a toll-free telephonic contact for providers to use to correct or otherwise inquire about data provided by the Contractor.
  17. The Contractor must educate providers on the process for how to correct or otherwise supplement information provided by the Contractor.
  18. The Contractor shall develop policies and procedures to comply with the requirements defined in this Contract. At a minimum, the Contractor shall develop the following policies subject to review and approval by the Department prior to implementation and annually thereafter:
    - a. Compliance with Federal and State requirements;
    - b. NCQA certification;
    - c. Primary source verification;
    - d. System outages;
    - e. Integrating with the Department;
    - f. Integrating with the PHPs;
    - g. Reporting; and
    - h. Supporting provider updates to credentialing or re-credentialing information.

## **D. Implementation Plan**

1. The Contractor must, within thirty (30) days of the Contract Effective Date or a later date as provided by the Department, submit a detailed Implementation Plan to implement the services to be provided under this Contract. The Implementation Plan must include and address, at a minimum, the following requirements:
  - a. A comprehensive list of each task, subtask, and deliverable required per this Contract, identifying business or technical owners.

- b. A schedule of key activities and/or milestones for implementation of the services.
  - c. The format and delivery of requirements and deliverables, including acceptance criteria.
  - d. Metrics to be monitored and measured for Implementation, including
    - i. Initial distribution of the North Carolina Medicaid and NC Health Choice demographic and enrollment information to the PHPs,
    - ii. Department on-line access to provider credentialing information,
    - iii. Delivery of the first activity and credentialing inventory reports, and
    - iv. Reports for these metrics must be provided in accordance with the reporting requirements of this RFP.
2. The Contractor must update the status of each task, subtask, and deliverable on the Implementation Plan weekly and provide it to Department, starting with the date the Implementation Plan is approved by the Department through a minimum of three (3) months after successful implementation. The Department will provide guidance on the format and approve the final format for the report.

## E. Staffing and Key Personnel

1. The Contractor must identify Key Personnel to be assigned for the duration of this Contract. Key Personnel must be identified and mapped to the Staffing Roles provided in Attachment E: Provider Data Contractor Key Personnel. The Contractor must indicate the name of the proposed individual to perform each role.
2. The Contractor must demonstrate that the Contractor's staff proposed as Key Personnel have the proper credentials and experience to perform all duties and responsibilities of that role. For each Key Personnel proposal, the Contractor must include:
  - a. Name;
  - b. Role;
  - c. Experience relevant to the services to be provided under this Contract;
  - d. Resume; and
  - e. Any certifications or credentials for the Role where requested by the Department.
3. The Contractor shall be responsible for screening all employees and subcontractors to ensure these individuals have not been excluded from participation in Federal health care programs.
4. The Contractor shall not employ or contract with an individual who has been debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation, or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 [42 CFR 438.610 (a) and (b)].
5. The Contractor must not substitute Key Personnel to the performance of this Contract without prior written approval by the Department.
  - a. The Contractor must notify the Department of any desired substitution of Key Personnel, including the name, role, resume, and other information where requested by the Department for the recommended substitute.
    - i. Within ten (10) days of the request, the Department will notify the Contractor if the recommended substitute is acceptable.
  - b. At no time, however, may a Key Personnel Role be vacant. It is the Contractor's responsibility to keep the role filled until the Department approves a substitution.
  - c. The Department may, at its sole discretion without notice, terminate the services of any person, including key personnel providing services under this contract. Upon such termination, the

Department may request an acceptable personnel substitution or terminate the contract services provided by such personnel.

6. As part of the Technical Response (Attachment C: Technical Response) the Contractor must provide a detailed staffing contingency plan for handling sudden and unexpected increases in provider enrollment with a description on how the plan will be implemented and coordinated with the Department.

## F. System Integration

1. The Department and the Contractor must partner to build seamless system integration to ensure PHPs are receiving the provider information timely and accurately to support their ability to build and maintain their Medicaid Managed Care provider network.
2. The Contractor must work closely with the Department, its vendors and the PHPs for all integration, testing, implementation and operational activities. This includes integration with current and future systems.
3. The Contractor must work with the Department to implement data exchanges that comply with the Department and State's privacy and security requirements.
4. Within forty-five (45) days after the Contract Effective Date, the Contractor must provide the Department with application, data model as applicable, infrastructure, security and performance architecture documentation that complies with DHHS Enterprise Architecture standards. The Contractor must maintain this documentation as the solution evolves and must provide the Department with updated documentation within five (5) business days after the Department's approval.

## G. Testing

When a change is made to the credentialing and data sharing process, the Contractor must perform the following tasks:

1. Perform a gap analysis to compare a new business requirement to existing process functionality to determine the scope of the necessary change. Business requirements will be developed by the Department with assistance from the Contractor.
2. Update, as needed, the business process flows to reflect the Department's approved change decisions reached during the requirements specification process.
3. Update process documents and submit them for approval by the Department, if process design documentation is impacted by a change.
4. Produce system test use cases, workflow diagrams and test scripts (manual). Test scripts must provide detailed, step-by-step instructions on the actual test and system functions to be demonstrated.
5. Perform testing, including unit, system, performance and regression tests, for any changes to functionality or design prior to implementation, and assist the Department with testing activities.
  - a. Prior to initiating testing, test plans for each change will be completed by the Contractor and approved by the Department.
  - b. Test plans must include all phases of testing required (i.e., unit, system, and regression and user acceptance); the test roles and responsibilities and contact information; a high-level list of test cases, scripts and scenarios; entrance, exit and acceptance criteria for each test category, the testing activities and milestones; the defect management process and tools; the formats and

information to be included in test results, delivery mechanism for reports and the frequency of reporting.

6. Provide test and acceptance results for each change.
7. Provide training and all related materials to selected Department staff members and other users or stakeholders prior to beginning testing.
  - a. Training includes application training and procedural training for reporting and tracking Defects.
  - b. The Contractor must provide either web-based training or onsite training at a location defined by the Department.
8. Maintain a secure infrastructure for development, testing, user training and production to permit complete process testing before a change to the system is deployed to the production environment.
9. Make the necessary changes and/or correct defects based on the results of testing. All testing must be done in an iterative fashion performing as much testing as needed between revisions and then reiterating the preparation and testing as needed until all results are satisfactory to the Department. Decisions about changes and implementation of those changes will be a team effort between the Contractor, PHPs and the Department and will utilize feedback acquired via testing.
10. After changes are implemented, update, maintain, and improve process and user documentation and training materials.
11. Provide the completion/progress status of changes in a format specified by the Department.
12. Review, and propose updates, as needed, to the SLAs each time a change is implemented to determine whether the change impacts or is impacted by the current service level requirements. The Contractor will be required to obtain the Department's approval of such updates.
13. Develop and maintain a requirements traceability matrix for tracking business functionality to ensure each business function required by the Department is in fact produced, tested, accepted and delivered, and update it, as needed, specifying for each change component which core product components are impacted for each component of the change, and what components will be retested for each component of the change.
14. Maintain a tracking log of defects and changes bound for release from initial entry through final testing.

## H. Readiness Review

Prior to the first release of the NC Medicaid Credentialed Provider File, the Contractor must demonstrate, to the Department's satisfaction, that the Contractor is fully capable of performing all duties under this Contract, including demonstration of the following requirements as part of a Readiness Review.

1. The Contractor's integrated information technology systems and services are adequate to ensure that any disruptions will be minimal and will not impact the delivery of the NC Medicaid Credentialed Provider File.
2. The Contractor hired and trained Contractor staff in accordance with the requirements outlined in this RFP.
3. The Contractor successfully tested using mutually agreed upon testing standards all transmission interfaces with the Department and PHPs as specified by the Department. The Department will provide a complete list of required interfaces to the Offeror after the award for the contract.

4. The Contractor successfully demonstrated to the Department's satisfaction that the interface between the Contractor and the Department results in successful exchange of North Carolina Medicaid and NC Health Choice provider enrollment and demographic data.
5. The Contractor successfully demonstrated to the Department's satisfaction that the interface between the Contractor and each PHP results in successful exchange of North Carolina Medicaid and NC Health Choice provider enrollment, demographic and credentialing data.
6. The Contractor successfully demonstrated to the Department's satisfaction that the NC Medicaid Credentialed Provider File contains provider data from the Department's file and the credentialing data, correctly linked by provider and service location.
7. The Contractor successfully demonstrated to the Department's satisfaction that the credentialed provider data contained on the NC Medicaid Credentialed Provider File is complete with the data available from the Contractor's database and the data is primary source-verified.
8. The Contractor successfully demonstrated to the Department's satisfaction that the NC Medicaid Credentialed Provider File can be accessed by authorized users and the file is readable following the mutually agreed upon file layout.
9. The Contractor provided all required privacy and security documentation and Continuity of Operations and Disaster Recovery documentation, including all test results.
10. The Contractor developed, implemented and earned Department approval of all policies and processes required for successful implementation and maintenance of the Offeror program required herein.
11. Any changes required to the Contractor's processes as identified through Readiness Review activities must be made by the Contractor prior to implementation. Costs associated with these changes must be borne by the Contractor.
12. The Department reserves the right to conduct additional pre- or post-implementation reviews and performance compliance audits as needed to determine compliance to contract terms. This is exclusive of SLA report reviews.
13. Upon approval of the Contractor's operational readiness and the final implementation schedule, the Contractor may invoice the Department in accordance with the Cost Proposal and invoicing provisions of the Contract.

## **I. Business Continuity and Application Disaster Recovery Plan**

1. The Contractor must develop and maintain a Business Continuity Plan to support all requirements within this RFP and subsequent Contract. An example of the template to be used for the Business Continuity Plan is included as Attachment L: Business Continuity Plan and Attachment M: Disaster Recovery Plan.
2. Within thirty (30) days after the Contract Effective Date, the Contractor must submit a Business Continuity Plan, to include disaster recovery processes, which provides a detailed description of its disaster contingency and recovery plan for all requirements specified in this RFP. The plan must meet Federal, State and recognized industry standards for disaster recovery requirements. The plan must identify disaster situations which could result in a major failure. For each identified situation, the Contractor must explain in detail:
  - a. Preventive measures that would be instituted to minimize the likelihood of its occurrence;

- b. Back-up, off-site storage, and other pre-disaster safeguards that would be implemented to minimize any disruption or data loss;
  - c. Data back-up policy and procedures must include, but is not limited to:
    - i. Descriptions of the controls for back-up processing, including how frequently back-ups occur;
    - ii. Documented back-up procedures;
    - iii. The location of data that has been backed up (off-site and on-site, as applicable);
    - iv. Identification and description of what is being backed up as part of the back-up plan;
    - v. Any change in back-up procedures in relation to the Offeror's technology changes; and
    - vi. A list of all back-up files to be stored at remote locations and the frequency with which these files are updated.
  - d. Tasks that would be involved, and identify by job description or title the Contractor's staff and the Department staff involvement;
  - e. Recovery procedures that would be instituted to achieve normal operation, including any remote access relocation plans;
  - f. Time-frame required to accomplish full recovery from the point of interruption;
  - g. Processes and triggers for implementing the plan, including coordination with the Department;
  - h. Procedures for coordinating with the Department in the event of a disaster; and
  - i. Procedures for notifying the Department, PHPs and other relevant parties detailing the status of the system and any alternative phone numbers and/or business plans.
3. The Contractor must test their Business Continuity and Application Disaster Recovery Plan once a year and provide a report to the Department as proof of testing.

## J. Department Responsibilities

1. The Department identified the following Department responsibilities during the performance of the Provider Data Contract:
  - a. Enrolling providers for participation in the Medicaid and Health Choice programs;
  - b. Meet with the Contractor's representatives and communicate as needed to discuss the Contractor's activities and manage the day-to-day activities;
  - c. Determine a schedule for and conduct readiness reviews;
  - d. Provide access to necessary systems and information for the Contractor to conduct the required services;
  - e. Conduct oversight and monitoring, review the Contractor's performance and regular reporting requirements, and provide guidance and direction where required;
  - f. Notify the Contractor when Corrective Action Plans (CAP) are required;
  - g. Define templates, file formats, and content requirements as needed;
  - h. Establish guidelines for the performance of services. This includes establishing the criteria and timeframes where the Department and the Contractor must mutually agree. The Department will provide the guidelines to the Contractor and indicate the date that guidelines are effective;
  - i. Define and provide the Contractor the Deliverable Review and Acceptance Process, including the format, delivery requirements and process, and the acceptance criteria for each Deliverable; and
  - j. Notify the Contractor of actual Due Dates based on factors to include, but not limited to, PHP Contract Award, legislative changes, and CMS approval.
2. As part of the Technical Response, the Offeror must identify any additional responsibilities of the Department that the Offeror believes are necessary during the performance of this Contract.

## IV. CONTRACT PERFORMANCE

### A. Contract Performance and Sanctions

The Contractor shall comply with all terms, conditions, requirements and service level metrics set forth in this Contract. The Department reserves the right to impose, at the Department's sole discretion, any and all remedies available under the terms of this Contract, at law or equity including but not limited to, intermediate sanctions, liquidated damages, and/or termination of the Contract, if the Contractor violates any provision of the Contract or amendments thereto, or if the Contractor does not comply with any other applicable federal or state law, regulation compliance with which is mandated expressly or implicitly by the Contract.

1. The decision to impose intermediate sanctions and/or liquidated damages may include consideration of some or all the following factors:
  - a. The nature, severity, and duration of the violation;
  - b. Whether the violation jeopardizes the health, safety, and welfare of enrollee(s);
  - c. Whether the violation jeopardizes the integrity and financial sustainability of the program;
  - d. Whether the violation impairs the efficient operation of the program and impacts the Department's ability to effectively administer and oversee the program;
  - e. Whether the violation (or one that is substantially similar) has previously occurred;
  - f. The Contractor's history of compliance and the good faith exercised by the Contractor in attempting to stay in compliance, including self-reporting of the violation by the Contractor.
2. The Department may, in its sole discretion, waive the imposition of any intermediate sanction or assessed liquidated damage for self-reported noncompliance by the Contractor or for any other good cause as determined by the Department.
3. Intermediate Sanctions
  - a. Intermediate sanctions exclude the assessment of liquidated damages and termination of the Contract and include, but are not limited to:
    - i. Immediate remediation of the non-compliant behavior or practice as determined by the Department in a manner consistent with the nature of the non-compliance;
    - ii. Participation in additional education and/or training;
    - iii. Referral to the appropriate State or federal agency for investigation in accordance with the nature of the noncompliance;
    - iv. Submission of a corrective action plan;
    - v. Suspension of all or part of marketing activities; and/or
    - vi. Suspension of part of the contract.
  - b. Notice
    - i. Prior to the imposition of intermediate sanctions, the Department shall provide the Contractor with written notice detailing the nature of the noncompliance, any applicable intermediate sanction(s) and/or assessed liquidated damages, and the method and timeframes by which the Contractor may dispute the claim of noncompliance and the imposed sanctions and/or liquidated damages no later than ninety (90) days after the Department discovers the Contractor is in violation of the terms of this Contract.
4. Liquidated Damages
  - a. If the Contractor is determined to be in violation with the terms, conditions, requirements, and/or service level metrics of this Contract, the Department shall be entitled to monetary damages in the form of actual, consequential, direct, indirect, special, and/or liquidated damages. In some cases, the actual damage to the Department due to the Contractor's failure to meet any aspect of



the requirements of the Contract and/or to meet specific service level metrics set forth in the Contract will be difficult or impossible to determine with precise accuracy. Therefore, in the event of the Contractor's noncompliance with the terms, conditions, requirements and/or service level metrics of this Contract, the Department may assess liquidated damages against the Contractor, provided the Department has not materially caused or contributed to the violation.

- b.** The liquidated damages prescribed in this section are not intended to be a penalty but are intended to be reasonable estimates of the Department's projected financial loss and damage resulting from the Contractor's nonperformance. Accordingly, in the event the Contractor fails to perform in accordance with the Contract, the Department may assess liquidated damages as provided in this Section. If the Contractor fails to perform any of the services or requirements described in the Contract, the Department may assess liquidated damages for each occurrence as provided in *Table 1 – Key Service Level Metrics*.
  - c.** Notice

    - i.** Prior to the assessment of liquidated damages, the Department shall provide the Contractor with written notice detailing the nature of the noncompliance, any applicable intermediate sanction(s) and/or assessed liquidated damages, and the method and timeframes by which the Contractor may dispute the claim of noncompliance and the imposed sanctions and/or liquidated damages no later than ninety (90) days after the Department discovers the Contractor is in violation of the terms of this Contract.
  - d.** Payment

    - i.** If the Contractor elects not to dispute the assessment of liquidated damages, the liquidated damages shall be due and payable thirty (30) days of the date on the written notice assessing the liquidated damages.
    - ii.** If the Contractor elects to dispute the assessment of liquidated damages, but does not prevail in the dispute resolution, the liquidated damages shall be due and payable within thirty (30) days of the date on the written notice of final decision issued by the Department following the dispute resolution upholding its original decision.
    - iii.** If the Contractor fails to pay liquidated damages by the applicable due date, the Contractor shall be subject to interest and a late payment penalty in accordance with G.S. 147-86.23 until the past due amount is paid. The Department reserves the right to recoup any monies owed to the Department from assessed liquidated damages or other monetary sanctions by withholding the amount from future payments owed to the Contractor.
    - iv.** Notwithstanding the Contractor's request for a dispute resolution, the Department shall have the right to retroactively impose liquidated damages on the Contractor for violations of the terms of this contract during the pendency of a dispute in accordance with this Section and *Table 1 – Key Service Level Metrics*, if the Contractor does not prevail in the dispute and the violations continued during the dispute resolution process.
- 5.** Key Service Level Metrics:
- 1.** The dates for the Key Services Level Metrics may be dependent upon the award date of the PHP contractors. The Department will work closely with the Contractor to align performance dates in accordance with the PHP contracts.
  - 2.** The Contractor shall be required to meet key service level metrics and is subject to the assessment of liquidated damages as outlined in *Table 1 – Key Service Level Metrics*. If the Contractor fails to meet the metrics, liquidated damages may be assessed in the amounts indicated below for the period in which the deficiency occurs. Liquidated damages may be retroactive to the date of required written notice assessing liquidated damages against the Contractor, and such damage assessments may continue until the Department determines the deficiency has been cured.

3. A general liquidated damage of five hundred dollars (\$500) per day/occurrence, as applicable, may be assessed at the sole discretion of the Department for any violation of a contract provision that is not specifically listed in *Table 1 – Key Service Level Metrics*.
4. Accurate Data is where all data elements are in the file as defined by the Department with no errors.

**Table 1 – Key Service Level Metrics**

Ref #	Measure	Performance Standard	Definition	Liquidated Damage
1.	Accurate Matching	Accurate performance of source verification within a 95% accuracy rate as defined in the requirements of this RFP.	Defined as accurate matching of the Department’s provider identifiers to the Contractor’s provider identifiers on a daily basis.	\$1,000 per incident.
2.	Accurate Data Appendage	Accurate performance of presenting source verified information with the associated NPI within a 100% accuracy rate as defined in the requirements of this RFP.	Defined as accurately presenting source verified information with the Department’s enrolment and demographic data for the associated NPI.	\$100 per occurrence
3.	Providing timely publication of the NC Medicaid Credentialed Provider File to PHPs	To be determined by the Department to align with the requirements of the PHP contracts.	Providing access to the Medicaid Credentialed Provider information as defined in the requirements of this RFP.	\$500 per three (3)-hour increment, the access to the information is late
4.	Timely retrieval of Department Provider Data	Defined as access to the information within twenty-four (24) hours of receipt.	Contractor accesses the Medicaid Provider Enrollment File on a daily basis.	\$1,000 per day or any part thereof after twenty-four (24) hours.
6.	Timeliness of credentialing process	Defined as thirty (30) days from the date of the receipt of the provider information on the NC Medicaid Provider Enrollment File.	Contractor provides a provider’s primary-source verified information to PHPs 95% of the time in accordance with standards defined in alignment of PHP contracts.	\$100 per day per incident
7.	Timely delivery of reporting	Submission of reports in accordance with time standards as defined in the requirements of this RFP.	Contractor submits all reports on a timely basis.	\$500 per day the report is delayed per report

Ref #	Measure	Performance Standard	Definition	Liquidated Damage
8.	Accuracy of reported data	Reported data must be accurate, and accurately reflect the regular operations of the Contractor.	Contractor's reports must contain only accurate information.	\$500 per report
9.	Provided application, data, infrastructure, security, and performance architecture documentation within sixty (60) days after the Contract Effective Date	To be determined by the Department to align with the requirements of the PHP contracts.	Contractor submits all documentation on a timely basis.	\$1,000 per day the documentation is delayed per document; \$5,000 per day after the 60th day.
10.	Provided updated application, data, infrastructure, security, and performance architecture documentation within five (5) business days of Department approval	To be determined by the Department to align with the requirements of the PHP contracts.	Contractor submits all documentation on a timely basis.	\$1,000 per business day the documentation is delayed per document
11.	Loss of NCQA CVO certification	Maintenance of NCQA CVO certification based on most current standards.	Contractor must maintain current NCQA CVO certification for the term of the Contract.	\$10,000 per day
12.	Timely response to Department request.	Failure to respond within the stated of timeframe as dictated by the Department in its ad hoc request.	Contractor must respond to a request from the Department within the stated timeframe.	\$500 per day per occurrence.

# Attachment A: Minimum Requirements Table

The Offeror must demonstrate the ability to meet Minimum Requirements for its response to be evaluated by the Department. The Offeror MUST complete this table and provide the appropriate details or information to support each requirement. All responses must be provided and, if applicable, formatted in the layout specified in the table below.

The Offeror must also attest to acceptance of the Terms and Conditions of this RFP by checking the box and signing this Attachment A.

The MS Word template for Attachment A: Minimum Requirements Table may be requested by contacting Ken Dahlin at [Ken.Dahlin@dhhs.nc.gov](mailto:Ken.Dahlin@dhhs.nc.gov).

**MINIMUM REQUIREMENTS TABLE**

Requirements	Offeror’s Statement of Demonstration and Capabilities Include the section citation, exhibit name/number and numbers where information can be found in Offeror’s response, if not included in this table.
A. Experience providing primary source-verified provider credentialing data services, minimum of three (3) years.	
B. Experience integrating with existing payor/provider enrollment and customer service systems, minimum of three (3) years.	
C. Offeror must be financially stable and disclose any legal actions that could adversely affect its financial condition or ability to meet the requirements of this RFP.	Complete Attachment G: Certification of Financial Condition and Legal Action Summary.
D. Offeror must be NCQA-Certified as a CVO using the most up-to-date standards.	Provide a copy of the certificate or other documentation demonstrating NCQA certification.
E. Offeror must submit its response file as required in Attachment B: Medicaid Provider Analysis File for Analysis Process Description and Layout	

**The Offeror accepts, without exception, all terms and conditions of this RFP as required in Section II.B.3.d. The Offeror may suggest modifications to the terms and conditions per the instructions in Section II.A.3.c and acknowledges such suggestions are not part any subsequent Contract unless explicitly accepted by the Department in accordance with Section II.A.3.**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Printed Name** **Title**

## Attachment B: Medicaid Provider File for Analysis Process Description and Layout

The Offeror must contact Ken Dahlin at [Ken.Dahlin@dhhs.nc.gov](mailto:Ken.Dahlin@dhhs.nc.gov) or 919-855-4054 to request the file. Upon request, the Offeror will receive an email with the data file attached and a separate email containing the password to access the file.

### Medicaid Provider File for Analysis Process Description and Layout (Analysis File) Specifications

As part of the evaluation process, the Department will evaluate the Offeror’s ability to supplement the current Medicaid provider enrollment information with credentialing information that has been primary-source verified. The Department seeks to understand how much of the current North Carolina Medicaid and NC Health Choice provider population is supported by each Offeror and the credentialing data fields available to publish to the PHPs. To accomplish this, the Department will provide each Offeror with a file, the Medicaid Provider File for Analysis (Analysis File), containing approximately 220,000 records with identifying data for currently enrolled providers who have been credentialed and verified following North Carolina Medicaid and NC Health Choice criteria. The layout of the Analysis File is:

Field Description	Field Length	Values
NPI	10	NPI for typical Blank for atypical
Tax ID	9	
Last Name/ Organization Name	35	
First Name	20	
Middle Name	20	
Address 1	40	
Address 2	40	
City	25	
State	2	
Zip Code	15	
Sample Indicator	1	‘Y’ Blank

The data in the field will be left-justified. If there is no data for the field, or the data in the field does not reach the maximum length, the field will be padded with blanks.

The Offeror is expected to accept the Analysis File from the Department; match the provider’s identifier, either NPI or tax ID from that file to provider credentialing records in the Offeror’s credentialing database; and generate a test file, a sample file, and a statistical analysis summary. In addition, the Department is seeking a list of available credentialing data fields.

### Analysis Response

1. The Department requires the Offeror to generate the following outputs as result of the analysis and return the files, field list, and analytical report as required herein.
  - a. Credentialing Data Fields. The Department is seeking a list of credentialing data fields that are available to be shared with the PHPs. The Offeror’s response must include a list of data elements the Offeror could deliver to the PHPs that satisfy the NCQA credentialing standards. The fields shall be presented in a table format that includes the Category Type, Data Field Description, Length and Source.

- b. Test File. A test file shall contain the same contents as received on the Analysis File plus one valid Taxonomy Code on file for the corresponding location. The 10-character Taxonomy Code shall be appended to the end. If no Taxonomy Code is found for the provider identifier and location, then blanks shall be returned.
  - c. Sample File. The sample file provides the Offeror with an opportunity to demonstrate the data fields available to present on an operational Medicaid Credentialed Provider File for a provider type population sample. The providers to include in the sample are identified with “Y” for the data field labeled Sample from the Analysis File.
  - d. Statistical Analysis Summary. The Offeror is requested to perform analysis on the credentialing data available for the North Carolina Medicaid and NC Health Choice providers and generate a summary of the information available based on the items listed in Number 2 below.
2. Below is the requested analysis for individual practitioner records. Provide the percentage for each of the following practitioners with:
- a. No match in the Offeror’s file;
  - b. Matching credentialing data that is not current;
  - c. Matching credentialing data that meets credentialing timeframes;
  - d. Education and training;
  - e. No education and training;
  - f. Board certification status;
  - g. No board certification status;
  - h. Malpractice history;
  - i. No malpractice history;
  - j. Work history;
  - k. No work history;
  - l. Current and valid DEA/CDS certification;
  - m. No DEA/CDS certification;
  - n. Valid and current licensure to practice in North Carolina;
  - o. State licensing board sanctions from past 5 years;
  - p. Medicare and/or Medicaid sanctions from past 5 years;
  - q. Attestations specifically
    - i. Ability to perform essential functions/Illegal drug use;
    - ii. Do you currently have any medical, chemical dependency or psychiatric conditions that might adversely affect your ability to practice medicine or surgery or to perform the essential functions of your position?
    - iii. For Malpractice coverage
      - a) To your knowledge, have you ever been reported to the National Practitioner Data Bank or the North/South Carolina Board of Medical Examiners?
      - b) Has a professional liability claim been assessed against you in the past five years, or are there any professional liability cases pending against you?
      - c) Has any liability insurance carrier canceled, refused coverage, or rated up because of unusual risk or have any procedures been excluded from your coverage?
      - d) Have you ever practiced without liability coverage?
3. The following analysis is required for facilities. Provide the percentage for each of the following facilities with:
- e. No match in the Offeror’s systems;
  - f. Matching credentialing data that is not current;
  - g. Matching credentialing data that meets NCQA timeframes;

- h.** With copies on file of current liability insurance certificates, coverage amounts and limits, and verification of effective and expiration dates; and
- i.** Without accrediting body data matches for the following:
  - i.** Information on quality management program;
  - ii.** Reports on disciplinary action from the last five years;
  - iii.** Letters of recommendation attesting to quality or cost-effectiveness of care;
  - iv.** Documented policies for coverage arrangements or onsite quality assessment on quality management program;
  - v.** Reports on disciplinary action from the last five years;
  - vi.** Letters of recommendation attesting to quality or cost-effectiveness of care; and
  - vii.** Documented policies for coverage arrangements or onsite quality assessment.

**The remainder of this page is intentionally left blank.**

## Attachment C: Technical Response

The Offeror must submit Attachment C: Technical Response. The Department encourages Offerors to suggest innovative ways to fulfill the requirements of this RFP. The Offeror must confirm adherence to the expectations of the Department and their ability to meet the requirements of this RFP. This includes providing a detailed narrative, diagrams, exhibits, examples, sketches, descriptive literature and/or detailed information specifically tailored for the North Carolina Medicaid program to demonstrate its ability to meet requirements. The Offeror’s Technical Response should clearly indicate the citation and/or location of exhibits, attachments, flows, etc. that demonstrate understanding and the ability to meet each requirement.

The Technical Response must be submitted using the following MS Word template and the directives therein. The MS Word template may be requested by contacting Ken Dahlin at [Ken.Dahlin@dhhs.nc.gov](mailto:Ken.Dahlin@dhhs.nc.gov).

### A. Technical Response.

RFP Section	Response																		
<p><i>Qualifications, Experience and Federal Requirements</i> Section III. A. 1-4</p>	<p>The Department requests the response to this section be limited to five (5) pages.</p> <ol style="list-style-type: none"> <li>1. The Offeror must describe:               <ol style="list-style-type: none"> <li>a. The company, its operations and ownership.</li> <li>b. Their experience in providing services similar to those included in the scope of this RFP, with an emphasis on clients of similar size to North Carolina’s Medicaid program and details on the number of years of providing services.</li> <li>c. Factors viewed as being critical to the success of the Provider Data Contractor in North Carolina.</li> </ol> </li> <li>2. The Offeror must provide:               <ol style="list-style-type: none"> <li>a. A list of programs served for each of the types of contracts and the contract term using the following table:                   <table border="1" data-bbox="554 1089 1740 1289"> <thead> <tr> <th rowspan="2">Entity Name and Program</th> <th rowspan="2">Type of Contract</th> <th colspan="2">Contract Term</th> </tr> <tr> <th>Month/Year Effective</th> <th>Month/Year Terminated/Expired</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Managed Care</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>Medicaid</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>Commercial / Other</td> <td></td> <td></td> </tr> </tbody> </table> </li> <li>b. A list of terminated contracts for similar services requires within this RFP, including expired or non-renewed contracts, in the last seven (7) years and the reason/circumstances pertaining to the termination.</li> </ol> </li> </ol>	Entity Name and Program	Type of Contract	Contract Term		Month/Year Effective	Month/Year Terminated/Expired	1.	Managed Care			2.	Medicaid			3.	Commercial / Other		
Entity Name and Program	Type of Contract			Contract Term															
		Month/Year Effective	Month/Year Terminated/Expired																
1.	Managed Care																		
2.	Medicaid																		
3.	Commercial / Other																		



	<ul style="list-style-type: none"> <li>ii. A list of any litigations or sanctions that have been applied under any current or former provider data contract in the last seven (7) years.</li> <li>3. The Offeror must confirm adherence to the expectations of the Department, and describe their ability and approach to meet the requirements of Section III. A. Qualifications, Experience and Federal Requirements.</li> </ul>
<p><i>Certification Requirements</i> Section III. B. 1-2</p>	<p>The Department requests the response to this section be limited to five (5) pages.</p> <ul style="list-style-type: none"> <li>1. The Offeror must confirm adherence to the expectations of the Department, and describe their ability and approach to meet the requirements of Section III. B. Certification Requirements.</li> <li>2. If the Offeror is utilizing a subcontractor to provide the primary-source verification aspects per Section III. B. 2, the Offeror must disclose in response to this question, and provide the items required within this Section.</li> <li>3. The Offeror must describe any limitations and/or issues with meeting the requirements of this Section.</li> </ul>
<p><i>Requirements and Tasks</i> Section III. C. 1-17</p>	<p>The Department requests the response to this section be limited to ten (10) pages, excluding the required samples/examples for this Section.</p> <ul style="list-style-type: none"> <li>1. The Offeror must confirm adherence to the expectations of the Department, and describe their experience, ability and approach to meet the requirements of Section III. C. Requirements and Tasks.</li> <li>2. The Offeror must provide a detailed sample/example process flow to demonstrate the approach for the exchange of information with the Department.</li> <li>3. The Offeror must provide a detailed sample/example process flow to demonstrate the approach for the exchange of information with the PHPs.</li> <li>4. The Offeror must provide three (3) samples/examples of reports that would be made available to the Department that support the requirements of this RFP.</li> <li>5. The Offeror must provide five (5) samples/examples of user interfaces that may be employed to allow the Department to view provider credentialing data.</li> <li>6. The Offeror must describe any limitations and/or issues with meeting the requirements of this Section.</li> </ul>

<p><i>Implementation Plan</i> Section III. D. 1-2</p>	<p>The Department requests the response to this section be limited to ten (10) pages.</p> <ol style="list-style-type: none"> <li>1. The Offeror must confirm adherence to the expectations of the Department, and describe their ability and approach to meet the requirements of Section III. D. Implementation Plan.</li> <li>2. The Offeror must submit a draft Implementation Plan that demonstrates the Contractor’s ability to implement the requirements of this RFP.</li> <li>3. The Offeror must describe any limitations and/or issues with meeting the requirements of this Section.</li> </ol>
<p><i>Staffing and Key Personnel</i> Section III. E. 1-7</p>	<p>The Department requests the response to this section be limited to two (2) pages, not including Attachment E: Provider Data Contractor Key Personnel with resumes for the staff proposed therein.</p> <ol style="list-style-type: none"> <li>1. The Offeror must confirm adherence to the expectations of the Department, and describe their ability and approach to meet the requirements of Section III. E. Staffing and Key Personnel.</li> <li>2. Offeror must provide a detailed staffing contingency plan for a planned or unplanned increase in the number of providers due to the transition of populations into Medicaid Managed Care.</li> <li>3. The Offeror must describe any limitations and/or issues with meeting the requirements of this Section.</li> </ol>
<p><i>System Integration</i> Section III. F. 1-4</p>	<p>The Department requests the response to this section be limited to three (3) pages, excluding the required samples/examples for this Section.</p> <ol style="list-style-type: none"> <li>1. The Offeror must confirm adherence to the expectations of the Department, and describe their ability and approach to meet the requirements of Section III. F. System Integration.</li> <li>2. The Offeror must provide information regarding any experience the Offeror has integrating with states, PHPs, or Managed Care Organizations.</li> <li>3. The Offeror must provide a sample/example plan of the tasks and activities to support the onboarding of a PHP.</li> <li>4. The Offeror must provide a sample/example plan of the tasks and activities to support the termination of a PHP.</li> <li>5. The Offeror must describe any limitations and/or issues with meeting the requirements of this Section.</li> </ol>
<p><i>Testing</i> Section III. G. 1-14</p>	<p>The Department requests the response to this section be limited to two (2) pages.</p>

	<ol style="list-style-type: none"> <li>1. The Offeror must confirm adherence to the expectations of the Department, and their ability and approach to meet the requirements of Section III. G. Testing.</li> <li>2. The Offeror must provide an example tracking log for defects and changes.</li> <li>3. The Offeror must describe any risks, limitations and/or issues with meeting the requirements of this Section.</li> </ol>
<i>Readiness Review</i> Section III. H. 1-13	<p>The Department requests the response to this section be limited to five (5) pages.</p> <ol style="list-style-type: none"> <li>1. The Offeror must confirm adherence to the expectations of the Department, and their ability and approach to meet the requirements of Section III. H. Readiness Review.</li> <li>2. The Offeror must describe any limitations and/or issues with meeting the requirements of this Section.</li> </ol>
<i>Business Continuity and Application Disaster Recovery Plan</i> Section III. I. 1-3	<p>The Department requests the response to this section be limited to five (5) pages.</p> <ol style="list-style-type: none"> <li>1. The Offeror must confirm adherence to the expectations of the Department, and their ability and approach to meet the requirements of Section III. I. Business Continuity and Application Disaster Recovery Plan.</li> <li>2. The Offeror must describe any limitations and/or issues with meeting the requirements of this Section.</li> </ol>
<i>Department Responsibilities</i> Section III. J. 1-2	<ol style="list-style-type: none"> <li>1. The Offeror must list and provide details for any expected/anticipated Department Responsibilities and/or resources that have not been identified in Section III. J. Department Responsibilities but will be necessary to implement and support the services required by this RFP.</li> </ol>
<i>Contract Performance and Sanctions</i> Section IV.	<ol style="list-style-type: none"> <li>1. The Offeror must confirm adherence to the expectations of the Department regarding contract performance, sanctions and damages as specified in Section IV. Contract Performance and Sanctions.</li> <li>2. The Offeror must demonstrate its understanding of the <i>Table 1 Key Service Level Metrics</i>, and provide a description of its capability to accurately capture, track, report and audit each metric.</li> <li>3. The Offeror must describe any limitations or issues with meeting the requirements of this Section.</li> </ol>

## B. Use Case Scenarios

Responses must focus on how the North Carolina Medicaid and NC Health Choice provider data will be managed and combined with primary source verified credentialing data before it is shared with authorized PHPs, including collaboration with key stakeholders. The response for *each* Use Case Scenario should not exceed four (4) pages.

Scenario Number	Scenario
<p><b>Scenario #1</b></p>	<p>The Department, through its MMIS vendor, will share demographic and enrollment data for all North Carolina Medicaid and NC Health Choice enrolled providers to the Contractor. If a provider has more than one service location, then multiple records will be included in the transmission for the provider, one for each service location. The Department will share updates to existing provider records that may include updates such as a change to a location address or provider enrollment status. The Department will submit new records to reflect new locations to existing provider as well as newly enrolled Medicaid providers.</p> <p>Provide a detailed narrative to manage the Department’s data taking into consideration a) how to uniquely identify the provider data as North Carolina Medicaid and NC Health Choice provider information, b) how to manage the addition of new North Carolina Medicaid and NC Health Choice providers and their respective data, c) updates to existing provider data and d) how to match and cross-reference the North Carolina Medicaid and NC Health Choice provider to credentialing information. Describe an audit trail approach to track new and changed provider data.</p> <p>Describe the approach for establishing a data exchange interface protocol with the Department’s MMIS vendor. Include an approach to communication and testing with the MMIS vendor.</p> <p>Describe the materials, information and other resources that will be available to the Department including status and incident reporting.</p>
<p><b>Scenario #2</b></p>	<p>The Department is contracting with multiple PHPs to delegate the direct management of health care services and financial risks for Medicaid Managed Care health plans. The Contractor must establish and maintain data exchange interfaces with each PHP in order to share information on NC’s Medicaid providers.</p> <p>Provide a detailed narrative of the solution for establishing, maintaining and terminating a data exchange interface protocol with each PHP. Include the approach for testing each PHP interface and how subsequent changes to the interface are communicated and tested. Include a sample data agreement the Contractor may use with a PHP. How the Contractor will coordinate with the PHP staff to identify and resolve potential data or operational issues.</p> <p>Provide a process flow with a general description of the data included in the flow for each type of data exchange with a PHP. Describe all types of data exchanges.</p> <p>Describe the materials, information and other resources that will be available to the PHPs and the Department including status and incident reporting.</p>

<b>Scenario #3</b>	<p>The credentialing data shared with the PHPs must be primary source verified following the standards of NCQA.</p> <p>Provide a description of the proposed process in which the provider’s credentials are primary source verified including how compliant and non-compliant information is identified and the steps used to resolve non-compliant information along with timeframes for resolution. Specify what information is shared with PHPs regarding compliant and non-compliant information.</p> <p>Describe how changes to existing credentialing information are monitored, verified and shared with the PHPs, including coordinating with providers who may seek to amend or update their credentialing information.</p> <p>Describe the materials, information and other resources that will be available to the PHPs and to the Department regarding the primary source verification process including inventory reports.</p>
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**The remainder of this page is intentionally left blank.**

**C. Contract Administrators for the Contractor**

*Contract Administrator for all contractual issues listed herein:*

Name & Title	
Address 1 Physical Address	
Address 2 Mailing Address	
Telephone Number	
Fax Number	
Email Address	

*Contract Administrator regarding business day to day activities herein:*

Name & Title	
Address 1 Physical Address	
Address 2 Mailing Address	
Telephone Number	
Fax Number	
Email Address	

*Contract Administrator regarding technical day to day activities herein:*

Name & Title	
Address 1 Physical Address	
Address 2 Mailing Address	
Telephone Number	
Fax Number	
Email Address	

*Compliance Officer for all privacy and security matters herein:*

Name & Title	
Address 1 Physical Address	
Address 2 Mailing Address	
Telephone Number	
Fax Number	
Email Address	

# Attachment D: Cost Proposal

Instructions for the completion of the Cost Proposal:

Complete blue highlighted cells only; do not change other cells.

The Offeror’s Cost Proposal must include the total, all inclusive, turnkey costs associated with the requirements and services to be provided as part of this RFP and any subsequent contract, including all direct and indirect costs, and any other expenses. Offerors shall propose fees on a per provider, per location, per month basis, and reimbursement shall be made for active Medicaid providers.

The Department will not pay separate implementation costs. No payments will be made for items not quoted in the Offeror’s Cost Proposal.

The Cost Proposal must be submitted using the following MS Excel Spreadsheet and instructions. The MS Excel Spreadsheet may be requested by contacting Ken Dahlin at [Ken.Dahlin@dhhs.nc.gov](mailto:Ken.Dahlin@dhhs.nc.gov).

Attachment D: Cost Proposal				
<b>Offeror Name:</b>				
<b>Instructions:</b>				
1)	Complete blue highlighted cells only; do not change other cells.			
2)	The Offeror’s Cost Proposal must include the total, all inclusive, turnkey costs associated with the requirements and services to be provided as part of this RFP and any subsequent contract, including all direct and indirect costs and any other expenses.			
3)	Offerors shall propose fees on a per provider, per location, per month basis.			
4)	The Department will not pay separate implementation costs.			
5)	No payments will be made for items not quoted in the Offeror’s Cost Proposal.			
Proposed Per Provider Per Location Per Month Fee (PPPLPM) Rate Fee				
Line Item #	Task	Description	Unit	Unit Rate Per Task
1	Receiving	Includes all tasks involved with receiving and storing provider information.	PPPLPM	
2	Credentialing	Includes all tasks involved with the credentialing of a single Medicaid active provider.	PPPLPM	
3	Posting	Includes all tasks involved with the posting of a single credentialed provider’s information.	PPPLPM	
<b>Total PPPLPM Rate (Sum of Line Items 1, 2, and 3)</b>			PPPLPM	

## Attachment E: Provider Data Contractor Key Personnel

The Offeror MUST complete this table and provide the appropriate details to support each section. The Offeror's Proposed Staff Section MUST include the proposed staff name, exhibit name/number, and page numbers where details can be found in the Offeror's response.

A resume MUST be submitted for all proposed staff listed on the table. All responses must be formatted to the layout specified in the below table. The MS Word template for Attachment E: Provider Data Contractor Key Personnel may be requested by contacting Ken Dahlin at [Ken.Dahlin@dhhs.nc.gov](mailto:Ken.Dahlin@dhhs.nc.gov).

Role	Duties and Responsibilities of the Role	Minimum Certifications and/or Credentials Requested by the Department	Proposed Staff
Project Manager	This person will serve as the project manager, responsible for on-time delivery of the business functionality and system integration described herein.	Three (3) years of experience managing a similar project of equal or greater scope.	
Technical Program Lead	This person will serve as the technical point of contact for the State, PHPs and other partners, including NCTracks. The lead must have the authority to make decisions necessary to resolve problems related to the data exchanges either with the State or with each PHP.	Four (4) years of experience acting as technical lead in systems management and integration supporting a similar program of equal or greater scope.	
PHP Coordinator	This person will serve as the point of contact for up to 3 PHPs to coordinate PHP issues and communicate changes or updates to the project plan or technical implementation and operations. NOTE: DHHS may award up to 16 PHPs. It may be necessary to increase the number of staff proposed.	Two (2) years of experience managing a similar project of equal or greater scope.	{Propose at least three (3) individuals}

**The remainder of this page is intentionally left blank.**



## Attachment F: Location of Workers Utilized by Contractor

The MS Word template for the Attachment F: Location of Workers Utilized by Contractor may be requested by contacting Ken Dahlin at [Ken.Dahlin@dhhs.nc.gov](mailto:Ken.Dahlin@dhhs.nc.gov).

Upon Contract Award, the successful Offeror becomes a Contractor providing goods and or services to the State. In addition to any other evaluation criteria identified in this RFP, the Department may, for purposes of evaluating proposed or actual contract performance outside of the United States, also consider how that performance may affect the following factors to ensure that any award will be in the best interest of the Department:

1. Total cost to the Department;
2. Level of quality provided by the Contractor;
3. Process and performance capability across multiple jurisdictions;
4. Protection of the State's information and intellectual property;
5. Availability of pertinent skills;
6. Ability to understand the Department's business requirements and internal operational culture;
7. Identified risk factors such as the security of the State's information technology;
8. Relations with citizens and employees; and
9. Contract enforcement jurisdictional issues.

In accordance with G.S. § 143-59.4, the Contractor shall detail the location(s) at which performance will occur, as well as the way it intends to utilize resources or workers outside of the United States in the performance of this Contract. The Department will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Items a, b, and c below MUST BE COMPLETED.

**a) Will any work under this Contract be performed outside the United States?**

YES  NO

If the Contractor answered "YES" above, the Contractor shall complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Contractor,  
any subcontractors, employees, or other persons performing work under the Contract:
2. Describe the corporate structure and location of corporate employees and activities of the Contractor, its affiliates, or any other subcontractors that will perform work outside the U.S.:

**b) The Contractor agrees to provide notice, in writing to the Department, of the relocation of the Contractor, employees of the Contractor, subcontractors of the Contractor, or other persons performing services under the Contract outside of the United States**

YES  NO

NOTE: All Contractor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

**c) Identify all U.S. locations at which performance will occur:**

---

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DATE

**The remainder of this page is intentionally left blank.**

## Attachment G: Certification of Financial Condition and Legal Action Summary

The MS Word template for Attachment G: Certification of Financial Condition and Legal Action Summary may be requested by contacting Ken Dahlin at [Ken.Dahlin@dhhs.nc.gov](mailto:Ken.Dahlin@dhhs.nc.gov).

The Offer must complete and sign this Attachment G, and include the required documents as indicated herein.

The undersigned hereby certifies that:

- The Offeror has included the following documents with this completed Attachment G: Certification of Financial Condition and Legal Action Summary.
  - a.  Audited or reviewed financial statements (preferably audited) prepared by an independent Certified Public Accountant (CPA for the two most recent fiscal years, including at a minimum balance sheet, income statement, and cash flow statement for each year. Must provide the contact information for the CPA/audit firm.
  - b.  The current Month End Balance Sheet and Year-to-Date Income Statement at the time of proposal submission.
  - c.  The most recent corporate tax filing OR independent audit report. If submitting the independent audit report, must include contact information for the audit firm.
- The Offeror is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.
- The Offeror has included a brief statement outlining and describing its financial stability.
- The Offeror has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Offeror is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- The Offeror is not the subject of any current litigation or findings of noncompliance under federal or state law.
- The Offeror has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- The Offeror acknowledges that this is a continuing certification, and the Offeror shall notify the Department within fifteen (15) days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, the Offeror shall explain the reason in the space below:**

**Offerors are encouraged to explain any negative financial information in its financial statement below and are encouraged to provide documentation supporting those explanations:**

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By completing this Certification of Financial Condition and Legal Action Summary, the Offeror affirms the ability to financially support implementation and on-going costs associated with this Contract, and the individual signing certifies he or she is authorized to make the foregoing statements on behalf of the Offeror.

---

Signature

Date

---

Printed Name

Title

## Attachment H: Client References

The MS Word template for Attachment H: Client References may be requested by contacting Ken Dahlin at [Ken.Dahlin@dhhs.nc.gov](mailto:Ken.Dahlin@dhhs.nc.gov).

Offerors must provide **four (4)** client references for which it has provided services of similar size and scope to that requested herein.

The Offeror **MUST** provide the **Company Name and Address, Company Contact with Email Address and Phone Number, and a Summary of Services Provided which are Relevant to the Scope and Requirements of this RFP** in the reference table below for each Reference Requirement and sign the bottom of this Attachment H to include in your proposal.

The Department prefers at least three (3) references for state Medicaid programs. If three (3) state Medicaid programs are not provided, Offeror **MUST** include a statement explaining why.

The Department may contact these clients to determine the services provided are substantially similar in scope to those proposed herein, and that the Offeror's performance has been satisfactory.

The Offeror must also indicate the state Medicaid agencies where the Offeror has provided Provider Data, including the number of beneficiaries for the services of each agency. The information obtained in this Attachment H will be considered in the evaluation of the proposal.

Company Name and Address	Company Contact with email address and phone number	Summary of services provided which are relevant to the scope and requirements of this RFP
1.		
2.		
3.		
4.		

**The remainder of this page is intentionally left blank.**

# Attachment I: State Certifications

## Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5:  
[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C:  
[https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](https://www.ncleg.net/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

## Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
  - (b) [check one of the following boxes]
    - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
    - The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United

States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
  - (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

**Contractor's Name:** \_\_\_\_\_

**Contractor's Authorized Agent Name and Title:** \_\_\_\_\_

**Signature and Date:** \_\_\_\_\_

**Witness Printed Name:** \_\_\_\_\_

**Signature and Date:** \_\_\_\_\_

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

# Attachment J: Federal Certifications

The undersigned states that:

- (a) He or she is the duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - 4. The Certification Regarding Nondiscrimination;
  - 5. The Certification Regarding Drug-Free Workplace Requirements;
  - 6. The Certification Regarding Environmental Tobacco Smoke;
  - 7. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions;
  - 8. The Certification Regarding Lobbying; and
  - 9. The Business Associates Agreement.
- (c) He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
- (d) [Check the applicable statement]
  - [ ] He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;
  - OR**
  - [ ] He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
- (e) The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

---

<b>Signature</b>	<b>Title</b>
<hr/>	
<b>Contractor Name</b>	<b>Date</b>

**[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]**



## I. Certification Regarding Nondiscrimination

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## II. Certification Regarding Drug-Free Workplace Requirements

1. **The Contractor certifies that it will provide a drug-free workplace by:**
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

**Address**

---

Street

---

City, State, Zip Code

---

Street

---

City, State, Zip Code

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

**III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil

monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

#### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

##### **Lower Tier**

##### **Covered Transactions**

##### **Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

### **Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **V. Certification Regarding Lobbying**

**The Contractor certifies**, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

## **VI. Disclosure Of Lobbying Activities**

### **Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement

number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
17. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503.

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<p>11. Amount of Payment (<i>check all that apply</i>):</p> <p style="text-align: right;">\$ _____ <input type="checkbox"/> actual <input type="checkbox"/></p> <p>planned</p>	<p>13. Type of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment (<i>check all that apply</i>):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. In-kind; specify: Nature _____</p> <p style="text-align: right;">Value _____</p> <p>_____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (<i>attach Continuation Sheet(s) SF-LLL-A, if necessary</i>):</p>   	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction</p> <p>Standard Form - LLL</p>

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## Attachment K: Anticipated Contract Requirements and Implementation Schedule

The following represents the current *anticipated dates* for activities, deliverables, and implementation of services. Adjustments will be made with the Contractor awarded the Contract at the commencement of services based on the Contract Award Date. The date for the implementation of the data exchanges with the Department, PDC, and PHPs are dependent upon the award of the PHP Contracts. The Department will work with the PDC to align Key Milestone/Deliverables and Due Dates accordingly.

Key Milestone/Deliverable	Anticipated Due Date
<b>Contract Award Date</b>	The date Contract is fully executed by the Parties.
<b>Implementation plan</b>	Thirty (30) days after Contract Award Date.
<b>Disaster contingency and recovery plan</b>	Thirty (30) days after Contract Award Date.
<b>Systems documentation</b>	Thirty (30) days after Contract Award Date.
<b>System interface plan</b>	Sixty (60) days after Contract Award Date.
<b>Data Exchanges with the Department and PHPs</b>	To be determined based on the award date of the PHP Contracts

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## Attachment L: Business Continuity Plan

The Contractor shall provide a narrative description of their proposed Business Continuity Plan. The Department, in its sole discretion, may negotiate changes to the Contractors proposed Plan after award. At a minimum, the Contractor's Plan must address the following:

1. **Introduction** – Who the plan is intended for and its purpose.
2. **Plan Objectives** – The proposed Plan must, at a minimum, document:
  - a. The essential aspects of the business process supported by the system;
  - b. The way to continue business should the system fail;
  - c. The business recovery procedures for return to operations status; and
  - d. A way to convert back to business as usual after the system is available.
3. **System Overview** – How the application/system operates and its function.
4. **Communication Plan**
  - a. **Notification** – When the application is unavailable, who is notified and how?
5. **Roles, Responsibilities, and Authority** – List areas of support and roles of staff involved in this process.
  - b. **Example 1:**  
Application Support:  
An Application Analyst is responsible for the following:
  - c. **Example 2:**  
Hardware Support:  
A MaPS Systems Engineer is responsible for the following:
  - d. **Example 3:**  
Database Support:  
A DBA is responsible for the following:
  - e. **Example 4:**  
Business Recovery Services Contractor for Distributed Platforms  
Describe services of Business Recovery Services Contractor, if applicable.
6. **Plan Initiation**
7. **Criteria for Restoration of the Business Process due to a Business Disruption** – List criteria for invoking the business recovery procedures described in this contingency plan.
8. **Business Recovery Procedures – Application Support**
  - a. **Staffing** – Identify staff that needs to be involved in the recovery process;

- b. **Equipment and Components** – List equipment and components in their entirety including quantities and attributes. This section shall include all necessary equipment particular to this application;
  - c. **Procedures** – Includes plans for acquiring, replacing, and alternate siting and any equipment needed;
  - d. **Software and Data Backup Procedures** – List all software with location and description of how it is backed up;
  - e. **Software and Data Recovery Procedures** – Describe how the software listed above will be restored;
  - f. **Succession Plan** – List Application Support Order of Succession including Name, Title, and Phone Number with Area Code; and
  - g. **Vendor List** – List Suppliers including Name, Product/Service/Commodities, and Phone number with Area Code.
9. **Business Recovery Procedures – Hardware Support**
- a. **Staffing** – Identify staff that needs to be involved in the recovery process;
  - b. **Equipment Types** – List Equipment and type;
  - c. **Client Equipment** – Document any specialty equipment for the client, if any. Workstation equipment requirements, if applicable, to this section should be included here. If workstation equipment is not applicable to this section it must be included in a different section of the Contractor’s Plan;
  - d. **Application Equipment** – Document any application equipment;
  - e. **Equipment Recovery Procedures** – Describe how equipment is recovered;
  - f. **Software and Data Backup Procedures** – List steps taken to begin the backup process then document and describe the procedures;
  - g. **Software and Data Recovery Procedures** – List steps taken to begin the business recover process then document and describe the procedures;
  - h. **Succession Plan** – List Hardware Support Order of Succession including Name, Title, and Phone Number with Area Code; and
  - i. **Vendor List** – List Hardware Service Suppliers including Name, Title, and Phone Number with Area Code.

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# Attachment M: Disaster Recovery Plan

The Contractor shall provide a narrative description of their Disaster Recovery Plan. At a minimum, the Plan must address the following:

## 1. Application System Summary

### a. Technical Support Information

- i. Operating System;
- ii. Programming Language(s); and
- iii. Internet Accessible – Yes or No.

### b. Hosting Information

- i. Contractor Name;
- ii. Contractor Support Phone Number and Website;
- iii. Contractor Account and/or Technical Contact Name and Phone Number;
- iv. Server(s) Name;
- v. Server Type;
- vi. Server OS;
- vii. Server Location;
- viii. IP Address;
- ix. Server(s) Name; and
- x. Server Type.

### c. Technical Support Information

- i. Server OS;
- ii. Server Location; and
- iii. IP Address.

### d. Failover Site Information

- i. Server(s) Name;
- ii. Server Type;
- iii. Server OS;
- iv. Server Location;
- v. IP Address;
- vi. Warm/Hot Site;
- vii. Server(s) Name;
- viii. Server Type;
- ix. Server OS;
- x. Server Location;
- xi. IP Address;
- xii. Contractor Access Method; and
- xiii. VPN Info.

**e. Other Information**

- i. External File Requirements;
- ii. Seats/Units;
- iii. License Requirements;
- iv. Protocol Requirement;
- v. Port Requirements;
- vi. Third Party Requirements;
- vii. Code Libraries;
- viii. Known Bottlenecks;
- ix. Batch Processing; and
- x. Supports Life Safety – Yes, No, or Unknown.

**f. System Notes**

- i. Interface Engine;
- ii. Inbound Interfaces;
- iii. Outbound Interfaces; and
- iv. Other Comments.

**g. Maintenance and Recovery Procedures**

- i. Maintenance; and
- ii. Backup Method/Schedule.

**h. Support Personnel**

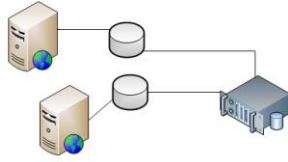
- i. Name (Last/First);
- ii. Identify the following:
  - 1) System Administrator or Application Administrator;
  - 2) Site;
  - 3) System;
  - 4) Office Phone;
  - 5) Pager Number;
  - 6) Home Phone;
  - 7) Cell Phone; and
  - 8) Name (Last/First).

**2. Procedures** – The Contractor must describe their procedures. The description shall, at a minimum, address the following in chronological order:

**a. Recovery Procedures**

- i. Assumptions;
- ii. System Architecture – Insert a drawing/flowchart of application process depicting the architecture;
- iii. Software;
- iv. Hardware – Insert hardware drawing with purpose of each item. (See \*Hardware Example Figure 2.1); and

v. Backup Schedules.



\*HARDWARE EXAMPLE FIGURE 2.1

b. **Additional Procedures** – The Contractor must provide Time and Description for the following:

- i. Server Recovery Procedures – Server restoration priorities;
- ii. Application Recover and Validation Procedures;
- iii. Final Data Integrity Validation Procedures;
- iv. Security Procedures; and
- v. Customer Recovery Procedures.

h. **System Restoration Checklist** – The Contractor must check all applicable tasks that their Disaster Recovery Plan covers.

Restore Task	Checkbox
Restore Servers	<input checked="" type="checkbox"/>
• Hardware	<input type="checkbox"/>
• Application Modules	<input type="checkbox"/>
• Databases	<input type="checkbox"/>
Restore Desktops (If Needed)	<input type="checkbox"/>
Restore Interfaces	<input type="checkbox"/>
Restore Peripheral Devices	<input type="checkbox"/>
Validation Steps	<input checked="" type="checkbox"/>
• Add a test Minor Enhancement effort	<input type="checkbox"/>

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## Attachment N: Offeror Request for Proposed Modifications to the Terms and Conditions

As provided in Section II.A.3.c. Offerors may suggest changes to any of the terms and conditions included in Section II.D of this RFP by submitting this Attachment N: Offeror Request for Proposed Modifications to the Terms and Conditions.

The Department, in its sole discretion, may consider any proposed modifications submitted in this Attachment N.

All additional, modified, or conflicting terms and conditions submitted on or with the Offeror's proposal *shall be disregarded* and shall not be considered a part of any contract arising from this RFP.

Offeror must complete the following table to submit proposed modifications:

	<b>RFP Citation</b>	<b>Redline of Proposed Modification</b>
	(i.e., section & page number)	(i.e., include text as published in RFP and strikethrough words, phrases or sentences proposed to be deleted and underline words, phases, or sentences proposed to be added)
1.		
2.		