



**STATE OF MARYLAND
DEPARTMENT OF HEALTH (MDH)
INVITATION FOR BIDS (IFB)
MEDICAID ELIGIBILITY STAFF PLACEMENT SERVICES
IFB NUMBER MDH /OPASS 20-18426**

ISSUE DATE: MAY 14, 2019

**NOTICE TO BIDDERS
SMALL BUSINESS RESERVE PROCUREMENT**

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are certified by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) Small Business Reserve Program are eligible for award of a contract.

NOTICE

A Prospective Bidder that has received this document from a source other than eMaryland Marketplace (eMM) <https://emaryland.buyspeed.com/bsol> should register on eMM. See **Section 4.2**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO
RESPOND TO THIS SOLICITATION.**

NO BID NOTICE/VENDOR FEEDBACK FORM

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

Title: Medicaid Eligibility Staff Placement Services
Solicitation No: MDH /OPASS #20-18426

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

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

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

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

Invitation for Bids	Services - Medicaid Eligibility Staff Placement Services
Solicitation Number:	OPASS-20-18426
IFB Issue Date:	May 14, 2019
IFB Issuing Office:	Department of Health (MDH or the "Department") Medical Care Programs Office of Eligibility Services
Procurement Officer:	Dana Dembrow Procurement Officer Office of Procurement and Support Services 201W. Preston Street, Room 416 Baltimore, MD 21201 Phone Number: (410) 767-0974 Fax Number: (410) 333-5958 E-mail: dhmh.solicitationquestions@maryland.gov
Contract Officer	Calvin T. Johnson Contract Officer Office of Procurement and Support Services 201W. Preston Street, Room 416 Baltimore, MD 21201 Phone Number: (410) 767-8216 Fax Number: (410) 333-5958 E-mail: dhmh.solicitationquestions@maryland.gov
Procurement Coordinator	Patricia Rutley-Johnson, MHA, MCHES Maryland Department of Health (MDH) Director, Office of Eligibility Services 201 W. Preston Street, Room L-9 Baltimore, MD 21201 Office: (410) 767-6080 Fax: (410) 333-5046- Email: patricia.rutley-johnson@maryland.gov
Contract Monitor	Audree Watkins, Deputy Director Office of Eligibility Services Eligibility Determination Division 6 St. Paul Street, Suite 400 Baltimore, MD 21202 Phone: (410) 767-8268 Fax: (410) 333-0109 E-mail: audree.watkins@maryland.gov
Bids are to be sent to:	201W. Preston Street, Room 416 Baltimore, MD 21201 Attention: Calvin T. Johnson

Pre-Bid Conference:	June 4, 2019 Local Time Maryland Department of Health, 201 W. Preston St., Rm L3, Baltimore, MD 21201. See Attachment A for directions and instructions.
Questions Due Date and Time	June 20, 2019 Local Time 3:00 p.m. Local Time
Bid Due (Closing) Date and Time:	June 27, 2019 Local Time 2:00 p.m. Bidders are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).
Public Bid Opening Date, Time and Location	June 27, 2019 @ 2:15 p.m. Local Time Maryland Department of Health, 201 W. Preston St., Rm L2, Baltimore, MD 21201.
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Contract Type:	Indefinite quantity with fixed unit prices
Contract Duration:	Two (2) year base period with two (2) one-year option periods.
Primary Place of Performance:	MDH 6 St. Paul Street, Room 400 Baltimore, Maryland 21202
SBR Designation:	Yes
Federal Funding:	Yes

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1 Minimum Qualifications

1.1 Bidder Minimum Qualifications

To be considered reasonably susceptible of being selected for award, the Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

- 1.1 The Bidder must have placed at least five (5) persons, each having at least one year of clerical experience applying policies in medical care, health care, health insurance, or federal or state entitlement programs in each of the past three years for a total of 15 placements.
- 1.2 Required Documentation: As proof of meeting this requirement, the Bidder must provide with its Bid three or more references that can collectively attest to the placement of at least five (5) persons, each having at least one year of clerical experience applying policies in medical care, health care, health insurance, or federal or state entitlement programs in each of the last three years for a total of 15 placements. The documentation must include a list of persons placed with name, title, and experience for each placement.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Department of Health (MDH or the “Department”) is issuing this Invitation for Bids (IFB) in order to procure the services defined in this Section 2, as specified in this IFB, from a contract between the successful bidder(s) and the MDH to provide Medicaid Eligibility Staff that will supplement existing MDH resources in support of Medicaid Eligibility Determination services for Modified Adjusted Gross Income (MAGI) applicants and recipients of Medicaid.
- 2.1.2 It is the State’s intention to obtain goods and services, as specified in this IFB, from a Contract between the selected Bidder and the State.
- 2.1.3 MDH intends to make a single award for the work under this IFB. See IFB Section 4.9 Award Basis for more Contract award information.
- 2.1.4 A Bidder, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

2.2 Background and Purpose

- 2.2.1 The passage and implementation of the Affordable Care Act (ACA) in 2014 dramatically changed the eligibility requirements for enrollments in the Maryland Medicaid program. More specifically, the change has resulted in a 19% increase in the number of individuals within Maryland who qualify for Medicaid which has led to an even larger increase in the number of persons submitting applications for Medicaid eligibility.
- 2.2.2 In an effort to meet the increased workload and to supplement existing MDH resources, the Department is seeking a Contractor that can provide 10 persons initially and potentially up to 10 additional persons (potentially 20 total persons), as described in Section 2.3.2.

2.2.3 State Responsibilities

- a. The State will provide normal office working facilities and equipment reasonably necessary for Contractor performance under the Contract. Any special requirements (e.g., reprographic services, computer time, key data entry) shall be identified.
- b. The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor’s performance of the work and will provide such additional assistance and services as is specifically set forth.

2.3 Responsibilities and Tasks

2.3.1 General Requirements

The Contractor shall:

- 2.3.1.1 Provide up to 20 Medicaid Eligibility staff at the Medical Care Program Associate classification levels as generally described in Attachments P, Q, and R.
- 2.3.1.2 Have procedures in place that ensure Medicaid Eligibility staff proposed for assignment meet the qualifications as presented in this IFB and Attachments P, Q, and R and are capable of handling duties as described in Attachments P, Q, and R and this IFB.

2.3.1.3 Invoice the Department only for hours actually worked by its staff under this Contract (See Section 3.3). If a position is vacant or if a Medicaid Eligibility employee is absent due to illness, vacation, or any other reason, the Contractor may not invoice for hours the employee should have worked but failed to.

2.3.2 Medicaid Eligibility Staffing Levels

2.3.2.1 **Required Staffing by the Go-Live Date.** By the Go-Live Date, the Contractor must provide 10 total staff as follows:

- a) 8 Medical Care Program Associate I Eligibility Workers (Attachment P);
- b) 1 Medical Care Program Associate Lead Worker (Attachment Q); and
- c) 1 Medical Care Program Associate Supervisor (Attachment R).

The failure of the Contractor to provide this level of staffing may result in the assessment of liquidated damages as described in Section 3.4.2, and may further result in the Contract being terminated for default (See Section 17 of Attachment M, the Contract.)

2.3.2.2 **Potential for Additional Staffing.** The Contract Monitor may at any time request up to 10 additional Medical Care Program Associate I Eligibility Workers over the term of the Contract, including Option periods.

2.3.2.2.1 Any additional staffing as described in Section 2.3.2.2 shall only occur upon written request from the Contract Monitor.

2.3.2.2.2 Additional staff may be requested one at a time or up to 5 from a single request.

2.3.2.2.3 The Contractor will have up to 15 Business Days from receipt of a written request from the Contract Monitor to provide up to 2 additional staff.

2.3.2.2.4 The Contractor will have up to 30 calendar days from receipt of a written request from the Contract Monitor to provide more than 2 staff from a single request from the Contract Monitor.

2.3.2.3 **Reduction in Staffing.** The Contract Monitor may reduce the number of required or additional staff upon no less than 2 weeks prior written notice to the Contractor.

2.3.2.4 **Removal of Individual Staff.** The Contract Monitor may request the immediate removal of any Contractor staff deemed to be incompetent, non-productive, disruptive, belligerent, etc., or that commits a criminal act while employed under the Contract.

2.3.3 Staff Qualifications

2.3.3.1 **Medical Care Program Associate Supervisor.** The Medical Care Program Associate Supervisor shall meet the following requirements.

2.3.3.1.1 **Education.** Graduated from an accredited high school or possess a high school equivalency certificate.

2.3.3.1.2 **Experience.**

- a. A minimum of three (3) years of clerical experience applying policies in a medical care, health insurance, or federal or state entitlement program within the past three years.
- b. Additional general clerical experience may be substituted on a year-for-year basis for the required education.

- c. College credits from an accredited college or university may be substituted for the required experience at the rate of 30 credit hours for one year of experience.

2.3.3.2 **Medical Care Program Associate Lead.** The Medical Care Program Associate Lead position shall meet the following requirements.

2.3.3.2.1 **Education.** Graduated from an accredited high school or possess a high school equivalency certificate.

2.3.3.2.2 **Experience.**

- a. A minimum of two (2) years of clerical experience applying policies in a medical care, health insurance, or federal or state entitlement program within the past three years.
- b. Additional general clerical experience may be substituted on a year-for-year basis for the required education.
- c. College credits from an accredited college or university may be substituted for the required experience at the rate of 30 credit hours for one year of experience.

2.3.3.3 **Medical Care Program Associate I.** The Program Associate I positions shall meet the following requirements.

2.3.3.3.1 **Education.** Graduated from an accredited high school or possess a high school equivalency certificate.

2.3.3.3.2 **Experience.**

- a. A minimum of one (1) year of clerical experience applying policies in a medical care, health insurance, or federal or state entitlement program within the past three years.
- b. Additional general clerical experience may be substituted on a year-for-year basis for the required education.
- c. College credits from an accredited college or university may be substituted for the required experience at the rate of 30 credit hours for one year of experience.

2.3.4 Full-Time Employment Status

For all employee classifications, the term of full-time shall be defined as forty (40) hours per Business Week.

2.3.5 Hiring of Employees

2.3.5.1 General Hiring Procedures

- 2.3.5.1.1 The Contractor shall have Medicaid Eligibility employee applicant screening procedures in place that shall include, but are not limited to:
 - a. Evaluation of general knowledge and skills;
 - b. Computer competency testing;
 - c. Verification of work experience and capabilities through reference checks; and
 - d. Ability to provide results of a background investigation check, on request by the Contract Monitor as referenced in Section 3.7.2.

2.3.5.1.2 The Contract Monitor will review the proposed employees' résumés, qualifications, and other relevant documents; i.e. evidence of a reference check prior to accepting any prospective employee to work under this Contract. The Contract Monitor reserves the right to reject proposed staff based on this review.

2.3.5.1.3 The Contractor shall obtain the following from the assigned Medicaid Eligibility employee and provide to the Contract Monitor by the Go-Live Date for the employees to start work that day, and no later than 2 Business Days after the start of any Assignment that starts after that date.

- a) A written, signed and dated response by the proposed Medicaid Eligibility employee to the following question regarding whether there has been any criminal conviction:
 - Have you even been convicted of any violation of law other than a minor traffic violation?
 - Yes or No - If yes, give the date, place of conviction, charge and disposition of each case.
 - Date: Signature of Applicant

2.3.5.2 **Hiring of 10 Staff by the Go-Live Date.** Not later than 10 Business Days after Contract Commencement, the Contractor shall:

- a) Propose a selection of employees at the designated number and classification levels specified in Section 2.3.2.1 with the experience, knowledge and ability suitable for the specific assignment; and
- b) Provide résumés that include the employees' qualifications and evidence of reference checks.

2.3.5.2.1 If any of the submitted personnel described in 2.3.5.2 is deemed unacceptable by the Contract Monitor, the Contractor shall submit replacement candidates for approval within 3 Business Days of the rejection of the previous candidate. This process shall continue until all 10 required staff have been approved.

2.3.5.3 **Hiring of Additional Associate I Employees**

2.3.5.3.1 The MDH Contract Monitor or designee will notify the Contractor if any Medical Care Program Associate I employees are required and provide the following information to the Contractor for each Assignment:

- a) Assignment start date;
- b) Estimated assignment end date, if any; and
- c) MDH point of contact.

2.3.5.3.2 If additional Medical Care Program Associate I employees are required, the Contractor shall:

- a) For 1 or 2 requested employees, propose a selection of employees as soon as possible but no later than 15 Business Days after receiving notification with the experience, knowledge, and ability required for Medical Care Program Associate I employees, as specified in 2.3.3.3 above.

- b) For 3-5 requested employees, propose a selection of employees for the Assignment as soon as possible but no later than 30 calendar days after receiving notification of the Assignment.
- c) For all prospective employees submitted for Contract Monitor approval, provide résumés that include the employees' qualifications and evidence of reference checks.

2.3.5.4 Staff Changes

2.3.5.4.1 **Contractor Initiated Changes.** As required by Section 3.12, the Contractor shall obtain the approval of the Contract Monitor prior to making any staffing changes. If the Contract Monitor approves a requested change, following the procedures described in Section 2.3.5.1 the Contractor shall obtain written approval from the Contract Monitor of both a replacement individual and an acceptable start date of that individual before the existing staff can be reassigned.

2.3.5.4.2 **Staff Turnover.** In the event any staff working under the Contract leaves the employment of the Contractor or is terminated by the Contractor for cause, the Contractor shall submit replacement candidates for approval by the Contract Monitor as follows:

- a) If the Contractor has at least 10 Business Days' notice of a staff resignation, no less than 5 Business Days prior to the resignation effective date, as per Section 2.3.5.1 it shall submit résumés that include the employees' qualifications and evidence of reference checks for a selection of employees at the classification level with the experience, knowledge and ability suitable for the specific assignment.
- b) If the Contractor has less than 10 Business Days' notice of a staff resignation, including instances when an employee is terminated by the Contractor for cause, no more than 5 Business Days after receiving notice of the proposed resignation or of the termination, as per Section 2.3.5.1, it shall submit résumés that include the employees' qualifications and evidence of reference checks for a selection of employees at the classification level with the experience, knowledge, and ability suitable for the specific assignment.

2.3.6 Employee Schedules

The employees of the Contractor shall work five (5), 8.5-hour work days which includes one (1) daily thirty (30) minute break for lunch per business week. No overtime is permitted under this Contract.

2.3.7 Timekeeping

The Contractor shall be responsible for all personnel timekeeping related functions and shall provide timekeeping records as stated in Section 3.3 to support monthly invoices under the Contract.

2.3.8 State Oversight and Supervision of Employees

Except as described in Section 2.3.10, MDH personnel will provide appropriate daily supervision of the Contractor's employees in terms of assigning specific work activities and generally assessing the propriety of such work.

2.3.9 Training

- 2.3.9.1 MDH will provide 5 days of job-specific training off-site at 1910 N Broadway, Baltimore, MD 21213 for all individuals accepted by the Contract Monitor to work under this Contract under the procedures described in Section 2.3.5.
- 2.3.9.2 At the conclusion of the training, individuals who complete all 5 days of training will be tested/assessed by State personnel to determine if they have sufficiently learned the training materials to begin normal work duties.
- 2.3.9.2.1 Individuals judged by State personnel to have “passed” the training may commence normal work duties, and the time spent in training is billable to the Department as described in Section 3.3.1.
- 2.3.9.2.2 At the discretion of the Contract Monitor, individuals that do not “Pass” the training will either be rejected to work under this Contract or may re-take some or all of the training. As described in 3.4.2.2 the Contractor may not invoice the Department for:
- a) Any of the 5 days of training time for individuals who do not pass the training and are not accepted to commence normal work duties or permitted to take additional training.
 - b) Any time in training beyond 5 days for individuals who require training beyond 5 days and who pass a re-test prior to being permitted to commence normal work duties.

2.3.10 Contractor Responsibility for Supervision

The Contractor shall serve as the point of contact between MDH and the Medicaid Eligibility employees for performance and attendance issues.

2.3.11 Staff Duties

The Contractor Staff shall:

- 2.3.11.1 Provide Medicaid eligibility determination services for the Modified Adjusted Gross Income (MAGI) population under the direction of MDH, Office of Eligibility Services, Eligibility Determination Division.
- 2.3.11.2 Receive and process documents received from MAGI applicants and recipients of Medicaid. Information received from the MAGI population will also be scanned or data-entered, as appropriate.
- 2.3.11.3 Use State automated eligibility and enrollment systems, including Maryland Health Connection, CARES, MMIS, EVS, as well as internal and web-based databases and document management and retrieval systems and any such successors to those systems in operation during the term of the Contract, to track and verify applicant and recipient eligibility and enrollment.
- 2.3.11.4 Review and determine eligibility for all MAGI applications, renewals, and interim changes as directed by the Contract Monitor.
- 2.3.11.5 Review and correct Certified Turnaround Document (CTAD) errors for all Maryland jurisdictions. CTADs are front-end errors generated when eligibility transactions transmitted to MMIS fail to process.
- 2.3.11.6 Request required verifications, including citizenship and identity, as necessary to determine eligibility for MAGI Medicaid applications, renewals and interim changes.

2.3.11.7 Adhere to the productivity standards by task as directed by the Contract Monitor, which will be general processing standards and not system-specific.

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3 Contractor Requirements: General

3.1 Contract Initiation Requirements

Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the Contractor shall furnish an updated Project Schedule describing the activities for the Contractor, the State, and any third parties for fully transitioning to the Contractor's solution.

3.2 End of Contract Transition

- 3.2.1 If the Department determines that it needs to contract for some or all of the services described in this Contract subsequent to the expiration of this Contract, the Contractor shall cooperate with any transition of services to a new contractor, if any. In particular, the Contractor may not place any restrictions on its employees working under this Contract from seeking to be employees of a successor contractor to continue providing such work. Further, the Contractor shall make its employees available to a reasonable degree during normal Contract working hours no less than 3 weeks prior to the end of this Contract to be interviewed by personnel of a successor contractor.
- 3.2.2 The Contractor may not charge any fee to either the Department or to a successor contractor for any of its employees that become employed by a successor contractor.

3.3 Invoicing

3.3.1 General

- a) The Contractor shall email the original of each invoice and signed authorization to invoice to the Contract Monitor at e-mail address: audree.watkins@maryland.gov.
- b) All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- c) An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
 - 1) Contractor name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;
 - 6) Invoice number;
 - 7) State assigned Contract number;
 - 8) State assigned (Blanket) Purchase Order number(s);
 - 9) Goods or services provided;
 - 10) Amount due; and
 - 11) Any additional documentation required by regulation or the Contract.

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

3.3.2 Invoice Submission Schedule

The Contractor may submit invoices either on a weekly or every two (2) week basis. Prior to Go-Live date, the Contractor shall inform the Contract Monitor whether it will invoice weekly or every two (2) weeks. After Go-Live date, the Contractor may change its invoicing period upon no less than two (2) week’s advance notice to the Contract Monitor.

- 3.3.2.1 For weekly invoicing, the Contractor shall submit invoices by the last Business Day of the week following the week (see Section 2.3.10.1) during which services were provided.
- 3.3.2.2 For every two (2) week invoicing, the Contractor shall submit invoices by the last Business Day of the week following the two (2) week period (see Section 2.3.10.1) during which services were provided.

3.3.3 Time Sheet Reporting

The Contractor must:

- 3.3.3.1 Provide Medicaid Eligibility employee timesheets the first Business Day following the preceding pay period, defined as either the seven (7) day period starting with Monday and ending Sunday if the Contractor invoices weekly, or the fourteen (14) day period starting on Monday and ending on the second Sunday thereafter if the Contractor invoices every two weeks, for the Contract Monitor’s review and approval.
- 3.3.3.2 Alternatively, if the Contractor uses an electronic time keeping system rather than physical timesheets, it must provide the Contract Monitor with read-only access to that time keeping system and proper instruction on its use so the Contract Monitor can validate the accuracy of all time being invoiced.

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

- a. The amount invoiced is inconsistent with the Contract;
- b. The proper invoice has not been received by the party or office specified in the Contract;
- c. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;

- d. The item or services have not been accepted;
- e. The quantity of items delivered is less than the quantity ordered;
- f. The items or services do not meet the quality requirements of the Contract;
- g. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
- h. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
- i. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.3.5 Travel Reimbursement

Travel will not be reimbursed under this IFB.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

Not applicable because there is no MBE goal for this IFB.

3.4.2 Liquidated Damages other than MBE

As a liquidated damage, and not as a penalty, under the circumstances described in 3.4.2.1 through 3.4.2.2, the Contract Monitor typically will instruct the Contractor to apply an itemized deduction in a specified amount from an invoice amount submitted for payment. (See Section 3.3.1(a)). Alternatively, the Contract Monitor may deduct the indicated amount from any payments due the Contractor, or may directly invoice the Contractor for such amount.

3.4.2.1 Damage for Failure to Provide Staff by the First Business Day after the Go-Live Date.

3.4.2.1.1 If the Contractor does not provide 10 Medical Care Program Associate II Eligibility Workers, 1 Medical Care Programs Associate Lead and 1 Medical Care Program Associate Supervisor by the first Business Day after the Go-Live Date that are acceptable to the Contract Monitor, the liquidated damage will be \$100 per Business Day for each staff person below 10.

3.4.2.1.2 For example, if the first Business Day after the Go-Live Date was 10/2/2019 and the Contractor provides 6 acceptable staff by 10/2/2019, 2 more staff on 10/7/2019 and the final 2 staff on 10/11/2019, the total liquidated damages would equate to 4 staff persons short X 3 Business Days (10/3, 4 & 5) X \$100 = \$1,200, plus 2 staff person short for an additional 5 Business Days (10/6, 7, 8, 9 and 10) X \$100 = \$1,000 for a total of \$2,200.

3.4.2.2 Damages Related to the State Provided 5-Day Training.

3.4.2.2.1 If a staff person approved by the Contract Monitor to work under the Contract does not complete the 5-day, off-site training program for any reason other than an unforeseen, unavoidable circumstance as determined by the Contract Monitor, the Contractor will not be paid for any time that staff person was in training.

3.4.2.2.2 If a staff person approved by the Contract Monitor to work under the Contract completes the 5-day, off-site training program but works under the Contract for less than 5 Business Days, including not coming to work after completion of the training,

- for any reason other than an unforeseen, unavoidable circumstance as determined by the Contract Monitor, the Contractor will not be paid for any time that staff person was in training.
- 3.4.2.2.3 If a staff person approved by the Contract Monitor to work under the Contract completes the 5-day, off-site training program and works under the Contract for more than 5 Business Days but less than 15 Business Days for any reason other than an unforeseen, unavoidable circumstance as determined by the Contract Monitor, the Contractor will not be paid for one of the days that staff person was in training.
- 3.4.2.2.4 If a staff person approved by the Contract Monitor to work under the Contract attends the 5-day, off-site training program but does not pass the competency test given at the end of the training or by the on-site State Staff, at the option of the Contract Monitor, this person may either be permitted to take additional days of training or will not be permitted to take additional training and also not permitted to work under the Contract.
- 3.4.2.2.5 If this person is not permitted to take additional training, this will be construed to be a situation that falls under Section 3.4.2.2.1 and the Contractor will not be paid for any of the training time for this person.
- 3.4.2.2.6 If this person is permitted to take additional training but does not pass the competency test a second time, none of the training time for this person will be paid to the Contractor, and this person will not be accepted to continue working under the Contract.
- 3.4.2.2.7 If this person is permitted to take additional training and then passes the competency test, this person will be accepted to commence normal work duties under the Contract. However, the Contractor will not be paid for any days of training beyond the initial five allowed days.

3.5 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

- 3.5.1 The following type(s) of insurance and minimum amount(s) of coverage are required:
- a. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$2,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 - b. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
 - c. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland and the Department should be added as a "loss payee."
 - d. Cyber Security / Data Breach Insurance – (For any service offering hosted by the Contractor) ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State's claimants or employers is processed or stored.

- e. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
 - f. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.5.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.5.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.5.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.5.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.5.6 The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.6 Security Requirements

The following requirements are applicable to the Contract:

3.6.1 Employee Identification

- a. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- b. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- c. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.

- d. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.6.2 Security Clearance / Criminal Background Check

- a. The Contractor shall obtain criminal background checks on candidates it sends for employment at the Department. At a minimum, these checks must contain convictions and probation before judgment (PBJ) pleadings within the State of Maryland. This check may be performed by public or private entities. Within 2 weeks of placement of a Medicaid Eligibility employee, the Contract Monitor must receive and review the background check to determine if the employee is acceptable for employment based on the specific duties that need to be fulfilled and the circumstances surrounding the conviction or PBJ pleading.
- b. The Contractor shall provide certification to the Department that the Contractor has completed the required criminal background check described in this IFB for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
- c. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- d. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - 5) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - 6) a crime of violence as defined in CL § 14-101(a).

3.6.3 On-Site Security Requirement(s)

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.6.4 Information Technology

- (a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- (b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary

paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

- (c) The Contractor shall:
- 1) Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
 - 2) Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
 - 3) The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.7 Problem Escalation Procedure

- 3.7.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- 3.7.2 The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.
- 3.7.3 The Contractor shall provide the PEP no later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- a. The process for establishing the existence of a problem;
 - b. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - c. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
 - d. Expedited escalation procedures and any circumstances that would trigger expediting them;
 - e. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - f. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - g. A process for updating and notifying the Contract Monitor of any changes to the PEP.

- 3.7.4 Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.8 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

3.9 Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal (see **Section 4.26**), the Contractor shall:

- a. Submit the following reports by the 10th of each month to the Contract Monitor and the Department's MBE Liaison Officer:
 - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- b. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 10th of each month to the Contract Monitor and the Department's MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- c. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- d. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- e. Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

3.10 Veteran Small Business Enterprise (VSBE) Reports

If this solicitation includes a VSBE Goal (see **Section 4.27**), the Contractor shall:

- a. Submit the following reports by the 10th of the month following the reporting period to the Contract Monitor and the Department's VSBE representative:
 - 1) VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report (Attachment E-3) listing any unpaid invoices, over 45 days old, received from any

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

3.11 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.12 Substitution of Personnel

3.12.1 Continuous Performance of Key Personnel

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

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

3.12.2 Definitions

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

- d. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- e. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

3.12.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.11.4**.

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

3.12.4 Replacement Circumstances

- j. Directed Personnel Replacement
 - 1) The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, <<typeofAgency>> policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.11.4.A.2**.
 - 2) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by

- the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
 - 4) Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
 - 5) If the Contract Monitor determines to direct substitution under **3.11.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
 - 6) In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.11.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.
- k. Key Personnel Replacement
- 1) To replace any Key Personnel in a circumstance other than as described in **3.11.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.11.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
 - 2) Key Personnel Replacement Due to Sudden Vacancy
 - a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.11.4.B.1**.
 - b) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 3.11.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
 - 3) Key Personnel Replacement Due to an Indeterminate Absence
 - a) If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 3.11.3**.

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

3.12.5 Substitution Prior to and Within 30 Days After Contract Execution

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

3.13 No-Cost Extensions

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

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4 Procurement Instructions

4.1 Pre-Bid Conference

- 4.1.1 A pre-Bid conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Bids. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of a bidder's good faith efforts if there is a waiver request.
- 4.1.3 It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the requirements of the contract and the MBE Goal.
- 4.1.4 MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.
- 4.1.5 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see Section 4.2.1 eMM).
- 4.1.6 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.7 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Bid Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.
- 4.1.8 Seating at the Conference will be limited to two (2) attendees per vendor.

4.2 eMaryland Marketplace (eMM)

- 4.2.1 eMM is the electronic commerce system for the State of Maryland. The IFB, Conference summary and attendance sheet, Bidders' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMM.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bso/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title MDH/OPASS #20-18426 - Medicaid Eligibility Staff Placement Services, and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) days prior to the Bid due date no later than the date and time specified the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date.

- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for IFB amendments and posted on eMM.
- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

4.5 Bid Due (Closing) Date and Time

- 4.5.1 Bids, in the number and form set forth in **Section 5 Bid Format**, must be received by the Procurement Officer no later than the Bid due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Bidders submitting Bids should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5 Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Bids.
- 4.5.6 Bids may not be submitted by e-mail or facsimile. Bids will be opened publicly at the date and time indicated on the Key Information Summary Sheet.
- 4.5.7 Potential Bidders not responding to this solicitation are requested to submit the “No Bid Notice/Vendor Feedback” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Bids

Multiple or alternate Bids will not be accepted.

4.7 Receipt, Opening and Recording of Bids

- 4.7.1.1 Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.
- 4.7.1.2 Bids shall be opened publicly, at the time, date and place designated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available and recorded at the time of bid opening.

4.8 Confidentiality of Bids / Public Information Act Notice

- 4.8.1 The Bidder should give specific attention to the clear identification of those portions of its Bid that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. This information should be identified by page number and placed in the Transmittal Letter with the Bid.
- 4.8.2 The Bids shall be tabulated, or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case, before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.
- 4.8.3 For requests for information made under the PIA, the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

4.9 Award Basis

- 4.9.1 A Contract shall be awarded to the responsible Bidder(s) submitting a responsive Bid with the most favorable bid price or most favorable evaluated bid price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. Bidders must bid all line items. Partial or incomplete bids will be rejected unless otherwise stated in the solicitation. See IFB Section 6 for Bid evaluation and award information.
- 4.9.2 Award of this contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.

4.10 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

4.11 Duration of Bids

Bids submitted in response to this IFB are irrevocable for the latest of the following: 120 days following the Bid due date and time or the date any protest concerning this IFB is finally resolved. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

4.12 Revisions to the IFB

- 4.12.1 If the IFB is revised before the due date for Bids, the Department shall post any addenda to the IFB on eMM and shall endeavor to provide such addenda to all prospective Bidders that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It remains the responsibility of all prospective Bidders to check eMM for any addenda issued prior to the submission of Bids.
- 4.12.2 Bidders shall acknowledge the receipt of all addenda to this IFB issued before the Bid due date.

- 4.12.3 Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not responsive.

4.13 Cancellations

- 4.13.1 The State reserves the right to cancel this IFB, accept or reject any and all Bids, in whole or in part, received in response to this IFB and to waive or permit the cure of minor irregularities.
- 4.13.2 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.13.3 If the services that are the subject of the IFB are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the IFB may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.14 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or performing any other activities related to submitting a Bid in response to this solicitation.

4.15 Protest/Disputes

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

4.16 Bidder Responsibilities

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

4.17 Acceptance of Terms and Conditions

By submitting a Bid in response to this IFB, the Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract, attached hereto as Attachment M. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.

4.18 Bid/Proposal Affidavit

A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB.

4.19 Contract Affidavit

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

4.20 Compliance with Laws/Arrearages

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

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

4.21 Verification of Registration and Tax Payment

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

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

4.22 False Statements

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

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

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

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

4.23 Payments by Electronic Funds Transfer

By submitting a Bid in response to this solicitation, the Bidder, if selected for award:

- 4.23.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2 Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:
http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GA_DX10Form20150615.pdf.

4.24 Prompt Payment Policy

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

4.25 Electronic Procurements Authorized

- 4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this IFB, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsol/>), and electronic data interchange.

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

- A. The Procurement Officer may conduct the procurement using eMM or e-mail to issue:
 - 1) The IFB;
 - 2) Any amendments;
 - 3) Pre-Bid conference documents;
 - 4) Questions and responses;
 - 5) Communications regarding the solicitation or Bid to any Bidder or potential Bidder;
 - 6) Notices of award selection or non-selection; and
 - 7) The Procurement Officer's decision on any Bid protest or Contract claim.
- B. The Bidder or potential Bidder may use e-mail to:
 - 1) Ask questions regarding the solicitation;
 - 2) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail, but only on the terms specifically approved and directed by the Procurement Officer; and
 - 3) Submit a "No Bid Notice/Vendor Feedback Form" to the IFB.
- C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.

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

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

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

4.26 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.27 VSBE Goal

There is no VSBE participation goal for this procurement.

4.28 Living Wage Requirements

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

- E. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- F. The Bidder shall identify in the Bid the location from which services will be provided.
- G. **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change. The Contractor shall be responsible for any wage/rate increase during the term of the Contract and such increase may not be passed on to the State.

4.29 Federal Funding Acknowledgement

- 4.29.1 There are programmatic conditions that apply to the Contract due to federal funding (see **Attachment G**).
- 4.29.2 The total amount of federal funds allocated for the Office of Eligibility Services is \$12,146,612 in Maryland State fiscal year 2019. This represents 51% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 4.29.3 The Contract contains federal funds. The source of these federal funds is: Medicaid. The CFDA number is: 93.778. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment G** and Bidders are to complete and submit these Attachments with their Bids as instructed in the Attachments. Acceptance of this agreement indicates the Bidder's intent to comply with all conditions, which are part of the Contract.

4.30 Conflict of Interest Affidavit and Disclosure

- 4.30.1 The Bidder shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Bid.
- 4.30.2 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.30.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.30.4 Participation in Drafting of Specifications: Disqualifying Event: Bidders are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that "an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement." Any Bidder submitting a Bid in violation of this provision shall be classified as "not responsible."

4.31 Non-Disclosure Agreement

4.31.1 Non-Disclosure Agreement (Bidder)

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

4.31.2 Non-Disclosure Agreement (Contractor)

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

4.32 HIPAA - Business Associate Agreement

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 *et seq.* and set forth in **Attachment J**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award. However, to expedite processing, it is suggested that this document be completed and submitted with the Bid. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Bidder with the next highest overall-ranked Bid.

4.33 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

4.34 Mercury and Products That Contain Mercury

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

4.35 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

4.36 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.37 Small Business Reserve (SBR) Procurement

- 4.37.1 This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by GOSBA Small Business Reserve Program are eligible for award of a contract.
- 4.37.2 For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:
- a. It is independently owned and operated;
 - b. It is not a subsidiary of another business;
 - c. It is not dominant in its field of operation; and
 - 1) With respect to employees, in its most recently completed three (3) fiscal years:
 - a) Its wholesale operations did not employ more than 50 persons;
 - b) Its retail operations did not employ more than 25 persons;

- c) Its manufacturing operations did not employ more than 100 persons;
 - d) Its service operations did not employ more than 100 persons;
 - e) Its construction operations did not employ more than 50 persons; and
 - f) The architectural and engineering services of the business did not employ more than 100 persons; and
- 2) With respect to gross sales, in its most recently completed three (3) fiscal years:
- a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000;
 - b) The gross sales of its retail operations did not exceed an average of \$3,000,000;
 - c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000;
 - d) The gross sales of its service operations did not exceed an average of \$10,000,000;
 - e) The gross sales of its construction operations did not exceed an average of \$7,000,000; and
 - f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000.
- d. Note: If a business has not existed for three (3) years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.
- e. Further information on the certification process is available at eMaryland Marketplace.
- 4.37.3 **Ineligible Bids.** Under a small business reserve procurement, a business that is not a certified small business is ineligible for award of a contract.
- 4.37.4 Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the Governor's Office of Small, Minority & Women Business Affairs as a small business. A procurement contract award under a small business reserve may not be made to a business that has not been SBR certified.

4.38 Maryland Healthy Working Families Act Requirements

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

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5 Bid Format

5.1 One Part Submission

Each Bidder shall submit its Bid with all Required Bid Submissions (see IFB Section 5.4) in a single sealed package.

5.2 Labeling

Each Bidder is required to label the sealed Bid with the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

5.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form. The Bidder shall complete the Bid Form only as provided in the Bid Pricing Instructions and the Bid Form. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

5.4 Required Bid Submission

A Bidder shall include the following with its Bid:

- 5.4.1 **Bidder Information Sheet** (see **Appendix 2**)
- 5.4.2 **Acknowledgement** of all addenda to this IFB.
- 5.4.3 **Minimum Qualifications Documentation.** The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in **IFB Section 1**. If references are required in **IFB Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1**.
- 5.4.4 **Completed Required Attachments.** Submit three (3) copies of each with original signatures:
 - 1) Completed Bid Form (**Attachment B**).
 - 2) Completed Bid Affidavit (**Attachment C**).
 - 3) Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**).
- 5.4.5 **Additional Document *If Required.** Submit three (3) copies of each with original signatures, if required. *See appropriate IFB section to determine whether the document is required for this procurement.
 - 1) A Signed Statement from the Bidder's Parent Organization Guaranteeing Performance of the Bidder. *see **IFB section 4.16**
 - 2) Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) *see **IFB section 4.26**
 - 3) Completed Federal Funds Attachment (**Attachment G**) *see **IFB section 4.29**
 - 4) Completed Conflict of Interest Affidavit and Disclosure (**Attachment H**) *see **IFB section 4.30**
 - 5) Completed Mercury Affidavit (**Attachment K**) *see **IFB section 4.34**

- 6) Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment E-1**) *see **IFB section 4.27**
- 7) Completed Location of the Performance of Services Disclosure (**Attachment L**) *see **IFB section 4.35**.

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

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

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

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

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

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

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

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

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;

- 4) Evidence of a successful financial track record; and
 - 5) Evidence of adequate working capital.
- 5.4.9 **Certificate of Insurance.** The Bidder shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Bid submission date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.
- 5.4.10 **Subcontractors.** The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this IFB.
- 5.4.11 **Legal Action Summary.** This summary shall include:
- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;
 - 2) A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;
 - 3) A description of any judgments against the Bidder within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
 - 4) In instances where litigation is ongoing and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

5.5 Delivery

- 5.5.1 Bidders may either mail or hand-deliver Bids.
- 5.5.2 For U.S. Postal Service deliveries, any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail or another form for which both the date and time of receipt can be independently verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit and a Bidder using first class mail will not be able to prove a timely delivery at the mailroom.
- 5.5.3 Hand-delivery includes delivery by commercial carrier acting for the Bidder. For any type of direct (non-mail) delivery, a Bidder is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

5.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a notification of recommendation for contract award, the following documents shall be completed and submitted by the recommended awardee within five (5) business days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- A. Signed contract (Attachment M),

- B. Completed Contract Affidavit (Attachment N),
- C. Completed MBE Attachments D-2 and D-3A and B, within ten (10) Business days, if applicable; see IFB Section 4.26,
- D. MBE waiver justification within ten (10) Business days (see MBE Waiver Guidance and forms in Attachments D-1B and D-1C), if a waiver has been requested (if applicable; see IFB Section 4.26),
- E. Completed VSBE Attachment E-2, if applicable see IFB Section 4.27,
- F. Signed Non-Disclosure Agreement (Attachment I), if applicable; see IFB Section 4.31,
- G. Signed HIPAA Business Associate Agreement (Attachment J), if applicable; see IFB Section 4.32,
- H. Completed DHR Hiring Agreement, Attachment O, if applicable see IFB Section 4.36, and
- I. Copy of a current certificate of insurance with the prescribed limits set forth in IFB Section 3.1 "Insurance Requirements," listing the State as an Additional Insured, if applicable; see IFB Section 3.1.

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6 Bid Evaluation and Award

6.1 Bid Evaluation Criteria

The Bids will be evaluated based on the Total Bid Price, as per COMAR 21.02.13. All responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Prices submitted on the **Attachment B** - Bid Form.

6.2 Reciprocal Preference

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

- a) The Maryland resident business is a responsible Bidder;
- b) The lowest responsive Bid is from a responsible Bidder whose principal office, or principal base of operations is in another state;
- c) The other state gives a preference to its resident businesses through law, policy, or practice; and
- d) The preference does not conflict with a federal law or grant affecting the procurement Contract.

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

6.3 Award Determination

Award will be made to the responsible Bidder who submits to the State the responsive Bid that has the lowest Total Bid Price.

6.4 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – IFB Attachments and Appendices**.

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7 IFB ATTACHMENTS AND APPENDICES

Instructions Page

A Bid submitted by the Bidder must be accompanied by the completed forms and/or affidavits identified as “with Bid” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this IFB, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the Bid:

1. For e-mail submissions, submit one (1) copy of each with signatures.
2. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: IFB ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Bid	A	Pre-Bid Conference Response Form
Y	With Bid	B	Bid Instructions and Form
Y	With Bid	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
Y	With Bid	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)
Y	With Bid	G	Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)
Y	With Bid	H	Conflict of Interest Affidavit and Disclosure (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)

Applies?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award – However, suggested with Bid	J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)
Y	5 Business Days after recommended award	M	Sample Contract (included in this IFB)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf)
Y	n/a	P	Position Description for Medical Care Program Associate
Y	n/a	Q	Position Description for Medical Care Program Associate Lead
Y	n/a	R	Position Description for Medical Care Program Associate Supervisor
Appendices			
Applies	When to Submit	Label	Attachment Name
Y	n/a	1	Abbreviations and Definitions (included in this IFB)
Y	With Bid	2	Bidder Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder OfferorInformationSheet.pdf)
Additional Submissions			
Applies	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	10 Business Days after recommended award		PEP; 1 copy

Attachment A. Pre-Bid Conference Response Form

Solicitation Number MDH/OPASS #20-18426

Medicaid Eligibility Staff Placement Services

A Pre-Bid conference will be held on <<preBidDate>>, at <<preBidLocation>>.

Please return this form by <<preBidFormDue>>, advising whether or not your firm plans to attend. The completed form should be returned via e-mail or fax to the Procurement Officer at the contact information below:

Dana Dembrow
Director of Procurement
Office of Procurement and Support Services (OPASS)
Maryland Department of Health (MDH)
201 W. Preston St., Room 416A
Baltimore, Maryland 21201
Phone: : (410) 767-0974
Fax: 410-333-5958)
e-mail: mdh.solicitationquestions@maryland.gov

Please indicate:

- _____ Yes, the following representatives will be in attendance.
Attendees (Check the IFB for limits to the number of attendees allowed):
1.
2.
3.
_____ No, we will not be in attendance.

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

Bidder: _____
Bidder Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Directions to the Pre-Bid Conference

<<preBidDirections>>

Attachment B. Bid Instructions & Form

B-1 Bid Instructions

In order to assist each Bidder in the preparation of its Bid and to comply with the requirements of this solicitation, Bid Instructions and a Bid Form have been prepared. Each Bidder shall submit its Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid may be determined to be not reasonably susceptible of being selected for award. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Bid not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03.F, and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for evaluation purposes only. Unless stated otherwise in the IFB, the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined not reasonably susceptible of being selected for award.

B-1 Bid Form

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

See separate Excel Bid Form - Bid Form.xlsx.

Attachment C. Bid/Proposal Affidavit

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

Attachment D. Minority Business Enterprise (MBE) Forms

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

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

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

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

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

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

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

Attachment G. Federal Funds Attachments

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

Attachment H. Conflict of Interest Affidavit and Disclosure

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

Attachment I. Non-Disclosure Agreement (Contractor)

This solicitation does not require a Non-Disclosure Agreement.

Attachment J. HIPAA Business Associate Agreement

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

Attachment K. Mercury Affidavit

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

Attachment L. Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

Attachment M. Contract

Maryland Department of Health (MDH)
“Medicaid Eligibility Staff Placement Services”
MDH/OPASS #20-18426

THIS CONTRACT (the “Contract”) is made this ____ day of _____, 20__ by and between _____ (the “Contractor”) [and Parental Guarantor, if applicable] and the STATE OF MARYLAND, acting through the MARYLAND Department of Health (MDH).

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

1. Definitions

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

- 1.1 “Bid” means the Contractor’s Bid dated _____ (Bid date).
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace vendor ID number is (eMM Number).
- 1.4 “IFB” means the Invitation for Bids for Medicaid Eligibility Staff Placement Services, Solicitation #MDH/OPASS #20-18426, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.5 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.6 “State” means the State of Maryland.
- 1.7 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.8 Capitalized terms not defined herein shall be ascribed the meaning given to them in the IFB.

2. Scope of Contract

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

Exhibit A – The IFB

Exhibit B – The Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Bid

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement

Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue until September 30, 2021 ("Initial Term").
- 3.2 In its sole discretion, the Department shall have the unilateral right to extend the Contract for two (2) successive one (1) year renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

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

For time and materials Contracts, IDIQ Contracts, or Contracts which include either or both a time and materials or IDIQ element(s), total payments to the Contractor pursuant to this Contract for the time and materials and IDIQ portion(s) may not exceed \$ _____ (the "NTE Amount"), which includes \$ _____ for the Initial Term[[If one or more option periods exist, then include:]] and \$ _____ for the Renewal Term(s).

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being

reached, the Contractor shall: (a) promptly consult and work in good faith with the Department to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor as required by IFB section 3.3.

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

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

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

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

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

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

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

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

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software

- provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4. Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5. Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7. The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.

- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract.
- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

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

10. Indemnification and Notification of Legal Requests

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

stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

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

11. Non-Hiring of Employees

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

12. Disputes

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

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

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

15. Contingent Fee Prohibition

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

16. Non-Availability of Funding

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

17. Termination for Default

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

18. Termination for Convenience

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

determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

19. Delays and Extensions of Time

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

20. Suspension of Work

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

21. Pre-Existing Regulations

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

22. Financial Disclosure

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

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

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

25. Right to Audit

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

26. Compliance with Laws

The Contractor hereby represents and warrants that:

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

27. Cost and Price Certification

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

28. Subcontracting; Assignment

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

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors are agents of Contractor and Contractor is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor

retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 30.2 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 30.3 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;

- (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the Department.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.Verification shall include a review of:
 - i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - (b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - (c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
 - (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

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

33. Use of Estimated Quantities

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

34. Risk of Loss; Transfer of Title

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

35. Effect of Contractor Bankruptcy

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

36. Miscellaneous

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

37. Contract Monitor and Procurement Officer

- 37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract

Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.

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

38. Notices

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

If to the State:

Audree Watkins, Director
Eligibility Determination Division
6 St. Paul Street, Room 400
Baltimore, MD 21202
Phone Number: (410) 767-8268
E-Mail: audree.watkins@maryland.gov

With a copy to:

Dana Dembrow
Director of Procurement
Office of Procurement and Support Services (OPASS)
Maryland Department of Health (MDH)
201 W. Preston St., Room 416A
Baltimore, Maryland 21201
Phone: (410) 767-0974 Fax: 410-333-5958
e-mail: mdh.solicitationquestions@maryland.gov

If to the Contractor:

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

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

Parent Company Guarantor

Contact: _____
Attn: _____

39. Parent Company Guarantee (If applicable)

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

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

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

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

41. Compliance with Federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

- 41.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:
- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
 - (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract; and
 - (c) Otherwise providing good information management practices regarding all health information and medical records.
- 41.2 Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Bidder shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form as required by the Department.
- 41.3 "Protected Health Information" as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the

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

42. Limited English Proficiency

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

SIGNATURES ON NEXT PAGE

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

Contractor: <<ContractorName>>	State of Maryland Department of Health (MDH)
By: <<Contractor Signer>>	By: <<agencyContractSigner>>, <<agencyContractSignerTitle>>
Date:	Date:
Witness/Attest:	Witness/Attest:
PARENT COMPANY (GUARANTOR) (if applicable)	
By:	
Date:	
Witness/Attest:	

<p>Approved for form and legal sufficiency this ____ day of _____, 20__.</p> <p>_____</p> <p>Assistant Attorney General</p>
--

<p>APPROVED BY BPW: _____</p> <p>(Date) (BPW Item #)</p>

Attachment N. Contract Affidavit

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

Attachment O. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

Attachment P. Position Description for Medical Care Program Associate I

PART I. IDENTIFYING POSITION INFORMATION

ITEMS 1-6 to be completed by Agency Personnel Office.

1. PIN	2. CLASS CODE/GRADE
3. SERVICE Skilled	4. IS THIS POSITION DESIGNATED AS A SPECIAL APPOINTMENT?
5. OVERTIME STATUS No	6. AGENCY APPROPRIATION CODE 32.17.01.09

ITEMS 7-13 to be completed by the supervisor.

7. Current Employee's Name, if applicable _____

8. Class Title Medical Care Program Associate I
Working Title, if different _____

9. Department or Agency Name Department of Health and Mental Hygiene
Division, Unit or Section OES- Eligibility Determination Division

10. Work Location/Address 6 St Paul St. Suite 400 Baltimore, MD 21202

11. Name of Immediate Supervisor _____
Title of Immediate Supervisor Medical Care Program Associate Supervisor

12. Work Schedule: (Check all that apply)

<input checked="" type="checkbox"/> Permanent Day Shift	<input type="checkbox"/> Rotating Shift
<input type="checkbox"/> Permanent Evening Shift	<input checked="" type="checkbox"/> Full Time
<input type="checkbox"/> Permanent Night Shift	<input type="checkbox"/> Part Time
<input type="checkbox"/> Other (Explain) _____	

13. If applicable, how long has the current employee been performing the duties listed below?

PART II. POSITION FUNCTIONS

ITEMS 1-7 If additional space is required, attach a separate sheet.

1. **MAIN PURPOSE OF THE JOB:** Briefly describe the main purpose of this position and how it relates to the mission of the agency.

This position under the direction of DHMH Office of Eligibility Services (OES) Eligibility Determination Division (EDD) has the responsibility for reviewing and determining specialized financial and technical eligibility for individuals statewide applying for Home and Community Based Waivers (HCBS) Services, Institutions for Mental Disease, Employed Individuals with Disabilities (EID), Family Planning and Affordable Care Act (ACA) Modified Adjusted Gross Income (MAGI) Medicaid programs. This position is responsible for completing initial determinations, redeterminations and interim changes in accordance with regulations, policies and procedures and for maintaining ongoing case management for these programs. Duties for staff assigned to EID include some fiscal responsibilities such as premium calculation, creation of invoices and day to day tracking of premium collections.

2. **ESSENTIAL JOB FUNCTIONS AND OTHER ASSIGNED DUTIES** - List duty and responsibility statements that identify the essential job functions and other assigned duties. Essential job functions are the fundamental job duties of a position that if not performed will alter the job. (Identify essential job functions by highlighting, underlining, etc.)

% OF TIME AND/OR WEIGHT OF IMPORTANCE	JOB DUTY
25%	Communicate with customers, authorized representatives, and various agencies and organizations via telephone, fax, and e-mail to conduct interviews to verify financial and technical information in order to process Medicaid applications and redeterminations.
25%	Determine eligibility timely in accordance with policies and procedures. Complete appropriate forms and ensure appropriate notices are mailed.
25%	Determine eligibility accurately, in accordance with policies and procedures,
10%	Ensure that interim changes are completed timely and accurately, in accordance with policies and procedures.
10%	Ensure databases and tracking systems have current and accurate information for tracking and reporting purposes.
5%	Submit daily productivity reports for compilation of unit production and accountability purposes.

3. LEVEL, FREQUENCY AND PURPOSE OF WORK CONTACTS: List the contacts that this position has with individuals within the division, agency and department as well as other State agencies, other government agencies, private companies, clients, customers, vendors and the general public. These contacts may be in person, in writing or by telephone. Indicate how often the contact occurs. State the purpose of each contact, for example, to provide information, to explain procedures or decisions, to persuade or negotiate.
- Daily contact with Supervisors, Division Chiefs and other department and bureau managers, and unit staff to discuss case management issues related to the division.
 - Daily contact with customers, family members and authorized representatives regarding applications, redeterminations, and the required documentation pertaining to eligibility for Medical Assistance Programs.
 - Frequent contact with State, Federal, Local Government and private agencies.
 - Daily contact with other DHMH Units to assist with data systems to confirm information has been accurately transmitted and/or transferred from one data system to another.
4. DECISIONS AND RECOMMENDATIONS: List the decisions and recommendations that this position makes which are necessary to carry out essential job functions. State to whom recommendations are made.
- Daily decisions regarding customer's eligibility for Medical Assistance.
 - Daily decisions regarding reconciliation of premium accounts for the EID Medicaid program.
 - Ascertains the best method to obtain missing or incomplete verifications and takes the necessary steps to resolve the discrepancies.
 - Prioritizes and organizes the workload in order to meet program deadlines.
 - Makes recommendations to the supervisor to resolve customer inquiries and increase unit efficiency and productivity.
5. EQUIPMENT USED - List equipment, machinery and tools used to complete this job, e.g., personal computer, calculator, typewriter, hand tools, measuring devices and lab equipment.
- Personal Computer, calculator, copier, printer, facsimile machines, scanner and telephones
6. NATURE OF SUPERVISION RECEIVED - Check the type of supervision that is given to this position. See Instructions Part II, Item 6 for definition of terms.
- Close Supervision
- Moderate Supervision
- General Supervision
- Managerial Supervision

7. WORKING CONDITIONS: (Check all that apply)

Work involves exposure to uncomfortable or unpleasant surroundings. (Explain)

NONE

Work involves exposure to hazardous conditions which may result in injury. (Explain)

NONE

Work involves special physical demands such as lifting 50 pounds or more, climbing ladders, etc. (Explain)

NONE

Work requires use of protective equipment such as goggles, gloves, mask, etc. (Explain)

NONE

PART III. RESPONSIBILITY FOR THE WORK OF OTHERS

This section should be completed if this position is responsible for the work of others. This includes full and part-time permanent employees, contractual or emergency employees, volunteers, reimbursables or loaned employees. If additional space is required, attach a separate sheet.

NATURE AND LEVEL OF RESPONSIBILITY FOR WORK OF OTHERS:

A supervisor assigns and reviews the work of others, trains employees, recommends the selection, promotion and termination of employees, approves leave and signs time cards, signs annual performance evaluations, determines and resolves procedural problems within the unit, serves as spokesperson for subordinates, explains policies and directives from management and issues formal disciplinary reminders, warnings and reprimands.

- 3 Demonstrate knowledge and accurate determination of eligibility for applications and redeterminations in accordance with specific Medicaid policies and procedures. Complete mandatory trainings and stay abreast of new policies and procedures.
- 4 Provide timely completion of redeterminations and ongoing case management activities as measured by Redetermination reports, Information Received reports, notices of case activity, data match reports, supervisory case reviews, and quality control reviews.
- 5 Maintain the integrity of the tracking and monitoring systems by inputting required data timely and accurately.
- 6 Provide accurate completion and timely submission of Daily Productivity Reports in accordance with Standing Operating Procedures.

Attachment Q. Position Description for Medical Care Program Associate Lead

PART I. IDENTIFYING POSITION INFORMATION

ITEMS 1-6 to be completed by Agency Personnel Office.

1.	PIN	2.	CLASS CODE/GRADE:
3.	SERVICE Skilled	4.	IS THIS POSITION DESIGNATED AS A SPECIAL APPOINTMENT?
5.	OVERTIME STATUS No	6.	AGENCY APPROPRIATION CODE

ITEMS 7-13 to be completed by the supervisor.

7. Current Employee's Name, if applicable _____

8. Class Title Medical Care Program Associate Lead
 Working Title, if different Lead Worker

9. Department or Agency Name Department of Health and Mental Hygiene
 Division, Unit or Section OES- Eligibility Determinations

10. Work Location/Address 6 St Paul St. Baltimore, MD 21202

11. Name of Immediate Supervisor _____
 Title of Immediate Supervisor Medical Care Program Associate Supervisor

12. Work Schedule: (Check all that apply)

Permanent Day Shift Rotating Shift
 Permanent Evening Shift Full Time
 Permanent Night Shift Part Time
 Other (Explain) _____

13. If applicable, how long has the current employee been performing the duties listed below?



PART II. POSITION FUNCTIONS

ITEMS 1-7 If additional space is required, attach a separate sheet.

1. **MAIN PURPOSE OF THE JOB:** Briefly describe the main purpose of this position and how it relates to the mission of the agency.
 The main purpose of the position is to function as a lead position working at an advanced level and giving guidance and direction to employees of the Contractor’s staff in cooperation with a unit supervisor, and interpreting and applying Medical Assistance policies and regulations on special, complex cases. This position works closely with the unit supervisor in developing plans to direct, control, and monitor case work activity within the unit to ensure program integrity. This position assigns and reviews case actions of Medical Care Program Associate I positions and helps in the professional development of the unit by providing ongoing mentoring and assisting with training and worker feedback. This position will assist in mitigating customer anxiety by providing prompt and courteous response to customer inquiries and complaints.

2. **ESSENTIAL JOB FUNCTIONS AND OTHER ASSIGNED DUTIES -** List duty and responsibility statements that identify the essential job functions and other assigned duties. Essential job functions are the fundamental job duties of a position that if not performed will alter the job. (Identify essential job functions by highlighting, underlining, etc.)

% OF TIME AND/OR WEIGHT OF IMPORTANCE	JOB DUTY
50%	Assists unit supervisor in providing guidance, refresher training, and direction to Medical Care Program Associates and support staff to ensure proper application of Medicaid policy and procedures.
15%	Determine Medicaid eligibility timely in accordance with policies and procedures. Complete appropriate forms and ensure appropriate notices are mailed.
15%	Determine Medicaid eligibility accurately, in accordance with policies and procedures.
10%	Reviews electronic and paper case records for accuracy in interpretation and application of Medicaid policy and procedures.
5%	Compiles data and prepares reports to track productivity and to ensure accountability in outlining the program’s accomplishments.
5%	Acts as Clearing House worker to ensure accuracy of electronic transfer of cases.

3. LEVEL, FREQUENCY AND PURPOSE OF WORK CONTACTS: List the contacts that this position has with individuals within the division, agency and department as well as other State agencies, other government agencies, private companies, clients, customers, vendors and the general public. These contacts may be in person, in writing or by telephone. Indicate how often the contact occurs. State the purpose of each contact, for example, to provide information, to explain procedures or decisions, to persuade or negotiate.
- Daily contact with Supervisors, Division Chiefs and other department and bureau managers, and unit staff to discuss case management issues related to the division.
 - Daily contact with customers, family members and authorized representatives regarding applications, redeterminations, and the required documentation pertaining to eligibility for Medical Assistance Programs.
 - Frequent contact with Local, State and Federal Government and Private Agencies.
 - Daily contact with other DHMH Units to assist with data systems to confirm information has been accurately transmitted and/or transferred from one data system to another.
4. DECISIONS AND RECOMMENDATIONS: List the decisions and recommendations that this position makes which are necessary to carry out essential job functions. State to whom recommendations are made.
- Decisions involving daily work load management for the unit are made in conjunction with the unit supervisor.
 - Recommends to supervisor improvement plans to correct performance deficiencies of case managers and consults with supervisor for training purposes.
 - Recommends workable solutions to the supervisor, to resolve customer inquiries at the lowest level and increase unit efficiency and productivity.
- Recommends strategies and procedural changes to be implemented to support new Medicaid policies. These recommendations are made to the Supervisor, Division Chief, and Deputy Director.
5. EQUIPMENT USED - List equipment, machinery and tools used to complete this job, e.g., personal computer, calculator, typewriter, hand tools, measuring devices and lab equipment.
- Personal Computer, calculator, fax machines, printers, copier machines, and telephones.
6. NATURE OF SUPERVISION RECEIVED - Check the type of supervision that is given to this position. See Instructions Part II, Item 6 for definition of terms.
- Close Supervision
- Moderate Supervision
- General Supervision
- Managerial Supervision

7. WORKING CONDITIONS: (Check all that apply)

Work involves exposure to uncomfortable or unpleasant surroundings. (Explain)

NONE

Work involves exposure to hazardous conditions which may result in injury. (Explain)

NONE

Work involves special physical demands such as lifting 50 pounds or more, climbing ladders, etc. (Explain)

NONE

Work requires use of protective equipment such as goggles, gloves, mask, etc. (Explain)

NONE

PART III. RESPONSIBILITY FOR THE WORK OF OTHERS

This section should be completed if this position is responsible for the work of others. This includes full and part-time permanent employees, contractual or emergency employees, volunteers, reimbursables or loaned employees. If additional space is required, attach a separate sheet.

NATURE AND LEVEL OF RESPONSIBILITY FOR WORK OF OTHERS:

A supervisor assigns and reviews the work of others, trains employees, recommends the selection, promotion and termination of employees, approves leave and signs time cards, signs annual performance evaluations, determines and resolves procedural problems within the unit, serves as spokesperson for subordinates, explains policies and directives from management and issues formal disciplinary reminders, warnings and reprimands.

A lead worker assigns and reviews the work of others, instructs and motivates workers, is available for immediate assistance or review and performs the work of the classification.

- a). Does this position supervise employees? Yes _____ No X
- b). Does this position lead employees? Yes X No _____
- c). Check the ways that this position supervises or leads these employees. (check all that apply)

If yes, to a or b, list the names and classifications of the employees that this position supervises or leads.

- X Assign and review work
_____ Approve leave, sign time cards
_____ Sign annual performance ratings
_____ Interview & select new employees
 X Train employees
_____ Discipline employees (counsel, recommend suspension & termination)
- d). Do any of the employees supervised have supervisory responsibility? If so, list them and the names and classifications of those they supervise or attach an approved organization chart.

NO

PART IV. PERFORMANCE STANDARDS

- 1 Provides guidance and direction to staff to ensure timely and accurate application of policy and procedures as measured by worker performance within the unit, verified by customer complaints, Supervisor weekly and monthly reports, and SRS reviews.
- 2 Determine eligibility timely on applications and redeterminations in accordance with specific policy and procedures for Medicaid programs. Ensure all forms are completed and sent as specified to the appropriate units. Ensure that all eligibility notices are mailed timely to customers, authorized representatives and designated parties.
- 3 Demonstrate knowledge and accurate determination of eligibility for applications and redeterminations in accordance with specific Medicaid policies and procedures

- 4 Completion of 1 case review per case manager, monthly, through random selection of customers' file folders for completeness, accuracy, and application of Medical Assistance Regulations.
- 5 Compiles the data to complete accurate reports tracking productivity and assuring accountability in detailing the programs' accomplishments. The reports are to be submitted in accordance within the established guidelines.
- 6 Ensure timely and accurate transfer of case records to the correct District Office as measured by feedback from receiving agencies.

Attachment R. Position Description for Medical Care Program Associate Supervisor

PART I. IDENTIFYING POSITION INFORMATION

Items 1-6 to be completed by Agency Personnel Office.

1. PIN	2. CLASS CODE/GRADE
3. SERVICE Skilled	4. IS THIS POSITION DESIGNATED AS A SPECIAL APPOINTMENT?
5. OVERTIME STATUS No	6. AGENCY APPROPRIATION CODE

Items 7-13 to be completed by the supervisor.

7. Current Employee's Name, if applicable: _____

8. Class Title: _____ Medical Care Program Associate Supervisor

Working Title, if different: _____

9. Department or Agency Name: _____ Department of Health and Mental Hygiene

Division, Unit or Section: _____ OES- Eligibility Determination Division

10. Work Location/Address: _____ 6 St. Paul Street, Suite 400, Baltimore, MD 21202

11. Name of Immediate Supervisor: _____

Title of Immediate Supervisor: _____ Contract Monitor

12. Work Schedule (check all that apply):
 Permanent Day Shift _____ Rotating Shift
_____ Permanent Evening Shift Full-Time
_____ Permanent Night Shift _____ Part-Time
_____ Other (explain)

13. If applicable, how long has the current employee been performing the duties listed below?

PART II. POSITION FUNCTIONS

ITEMS 1-7 If additional space is required, attach a separate sheet.

1. **MAIN PURPOSE OF THE JOB:** Briefly describe the main purpose of this position and how it relates to the mission of the agency.

This position under the direction of the DHMH Office of Eligibility Services (OES) Eligibility Determination Division (EDD) is responsible for the overall direction and supervision of Eligibility Case Managers and Support Staff determining Medical Assistance financial eligibility for specialized Home and Community-Based Waiver Services (HCBS), Institutions for Mental Diseases, (IMD) Employed Individuals with Disabilities (EID), Family Planning and Affordable Care Act (ACA) Modified Adjusted Gross Income (MAGI) Medicaid programs. This position is responsible for interpreting and applying eligibility regulations and policies, reviewing and processing complex eligibility applications, conducting case action reviews to ensure accurate and timely completion of application processing, analyzing current policies and procedures and recommending revised or new policies and procedures and serving as a liaison to other State, Federal and Local Government and private agencies. The Medical Care Program Associate (MCP) Supervisor must establish and maintain effective working relationships with the Deputy Director, program chiefs, other supervisors and subordinates both inside and outside of the Department of Health and Mental Hygiene. Additionally, the MCP Supervisor must exercise tact and discretion when dealing with constituents who are denied Medical Assistance or their advocates. Within the Employed Individuals with Disabilities (EID) unit the MCP Supervisor is also responsible for some fiscal responsibilities such as monitoring the EID Premium Collection process. This involves premium calculations, creation of invoices, day to day tracking of premium collections, updating and maintaining the EID Premium Billing and Collections Excel Spreadsheet, and determination of hardship requests.

2. **ESSENTIAL JOB FUNCTIONS AND OTHER ASSIGNED DUTIES** - List duty and responsibility statements that identify the essential job functions and other assigned duties. Essential job functions are the fundamental job duties of a position that if not performed will alter the job. (Identify essential job functions by highlighting, underlining, etc.)

% OF TIME AND/OR WEIGHT OF IMPORTANCE	JOB DUTY	
45%	1.	Supervise, plan, coordinate, evaluate and direct the activities of eligibility and support staff in the determination of Medical Assistance eligibility. Monitor the work to ensure compliance with program guidelines, accurate application and interpretation of policy and procedures, and timely completion of work.

15%	2.	Investigate and resolve complex inquires through the accurate interpretation and application of policies and procedures. Keep abreast of current policies and procedures to guide staff
10%	3.	Compile and prepare the weekly and monthly reports of unit activities, accomplishments, and issues. Provide detailed correspondence as required that respond to inquiries regarding
10%	4.	Conduct case reviews for completeness and accuracy in accordance with policies and procedures.
05%	5	Develop corrective action plans in response to audit findings and workload statistics.
02%	6.	Develop training programs concerning eligibility determinations programs for internal and external staff and stakeholders.
03%	7.	Plan and execute regularly scheduled, as well as impromptu, staff meetings to educate staff of new or revised policies and procedures to ensure compliance with Medicaid regulations, to raise issues and to receive feedback from staff.
05%	8.	Educate applicants and recipients who contact EDD with inquiries about the eligibility process.

3. LEVEL, FREQUENCY AND PURPOSE OF WORK CONTACTS: List the contacts that this position has with individuals within the division, agency and department as well as other State agencies, other government agencies, private companies, clients, customers, vendors and the general public. These contacts may be in person, in writing or by telephone. Indicate how often the contact occurs. State the purpose of each contact, for example, to provide information, to explain procedures or decisions, to persuade or negotiate.

- Daily contact with EDD eligibility and support staff to gain feedback, clarification, and exchange information regarding eligibility processing of cases.
- Daily contact with MCHP Premium manager, supervisors and staff to facilitate the EID premium collection process and discuss and/or resolve premium collections and discrepancies
- Daily contact with Supervisors, Division Chiefs, Deputy Director, and other department and bureau managers, and unit staff to discuss case management issues related to the division.
- Daily contact with customers, family members and authorized representatives regarding applications, redeterminations, and the required documentation pertaining to eligibility for Medical Assistance.
- Frequent contact with State, Federal, Local Government and private agencies to verify

receipt of benefits for individuals applying for eligibility under the Medical Assistance programs.

- Daily contact with MDH and DHR Managers and Staff from Local Departments of Social Services and Local Health Departments to conduct inquiries regarding eligibility and systems status.
 - Daily contact with DHMH Beneficiary Services and DHMH Division of Recipient Eligibility Programs Units to assist with data systems to confirm information has been accurately transmitted and/or transferred from one data system to another.
 - Frequent contact with Care Management agencies, advocacy agencies, stakeholders and other interested parties in response to case status inquiries.
4. DECISIONS AND RECOMMENDATIONS: List the decisions and recommendations that this position makes which are necessary to carry out essential job functions. State to whom recommendations are made.
- Decisions involving the day to day operations of the unit, such as planning and coordinating the daily workload to ensure timeliness and accuracy.
 - Interpret policy and procedures in complex case situations.
 - Make recommendations to Division Chiefs and Deputy Director for new or improved office procedures and workflow.
 - Develop improvement plans to correct performance deficiencies of case managers.
5. EQUIPMENT USED - List equipment, machinery and tools used to complete this job, e.g., personal computer, calculator, typewriter, hand tools, measuring devices and lab equipment.

Personal computer, calculator, copier, printer, facsimile machines, scanner and telephones.

6. NATURE OF SUPERVISION RECEIVED - Check the type of supervision that is given to this position. See Instructions Part II, Item 6 for definition of terms.

- Close Supervision
- Moderate Supervision
- General Supervision
- Managerial Supervision

b). Does this position lead employees? Yes _____ No X

If yes, to a or b, list the names and classifications of the employees that this position supervises or leads.

c). Check the ways that this position supervises or leads these employees. (check all that apply).

- X Assign and review work
- X Approve leave, sign time cards
- X Sign annual performance ratings
- X Interview & select new employees
- X Train employees
- X Discipline employees (counsel, recommend suspension & termination)

d). Do any of the employees supervised have supervisory responsibility? If so, list them and the names and classifications of those they supervise or attach an approved organization chart.

No

PART IV. PERFORMANCE STANDARDS

PERFORMANCE STANDARDS - For each essential job function described in Part II, list the standard(s) necessary for satisfactory performance. If additional space is required, attach a separate sheet.

- Provides guidance and direction to staff to ensure timely and accurate application of policy and procedures as determined by applicable regulation and Division Standard Operating Procedures and as measured by worker performance within the unit, verified by customer complaints, Supervisor Weekly, Division Monthly Productivity Report and SRS case reviews.
- Knowledge of policies and procedures as measured by staff performance, feedback from staff and customers, and random second level case reviews.
- Compiles the data to complete timely and accurate reports tracking productivity and assuring accountability in detailing the programs' accomplishments. The reports are to be submitted in accordance within the established guidelines.

- Completion of case reviews monthly, through random selection of customers' file folders for completeness, accuracy, and application of Medical Assistance Regulations.
- Evaluate the scope of the problem, create a plan and successfully implement the plan as measured by subsequent audit findings and workload statistics.
- Develop legible and understandable presentations and supporting documents regarding eligibility determinations programs to internal and external staff and stakeholders as measured by feedback to the Division Chief.
- Conducts planned and unplanned unit meetings as the work flow dictates as measured by monthly reports to Division Chief.
- Respond to verbal and written inquiries from applicants, recipients or any other authorized parties within one business day as measured by internal control processes and feedback to the Division Chief.

Appendix 1. – Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

- A. Assignment – A request from the Contract Monitor for the Contractor to provide one or more additional Medicaid Eligibility Staff at the level specified
- B) Bid – The Bidder’s Bid.
- C) Bid Price Form or Bid Form - The Attachment B Bid Form.
- D) Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- E) CARES- A statewide eligibility system administered by the Maryland Department of Human Resources used for processing Cash Assistance, Food Stamps and non-MAGI Medical Assistance cases.
- F) COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- G) Contract – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment M**.
- H) Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- I) Contractor – The selected Bidder that is awarded a Contract by the State.
- J) Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this IFB.
- K) Certified Turnaround Document (CTAD) – An exception document is created when an attempted transaction or change sent by the eligibility system of record is not permitted by MMIS due to an error.
- L) Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- M) Department or MDH- Maryland Department of Health.
- N) eMM – eMaryland Marketplace (see IFB **Section 4.2**).
- O) Eligibility Verification System (EVS) – An interim eligibility system administered by DHMH used for processing Childless Adult MAGI Medical Assistance cases until all MAGI cases successfully transition into the Maryland Health Connection.
- P) Go-Live Date – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation. See Section 1.4.

- Q) Invitation for Bids (IFB) – This Invitation for Bids issued by the Maryland Department of Health (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- R) Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract.
- S) Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- T) Maryland Health Connection – Marketplace that offers health insurance and coverage options including Medicaid to individual, families and small employers. The Maryland Health Connection is administered by the Maryland Health Benefit Exchange and includes a call center and navigator program to provide in person assistance statewide.
- U) Medicaid Eligibility Staff – Individuals who must be employees of the Contractor who will work under this Contract at a permanent location (6 St. Paul Street, Baltimore, Maryland) under the direct supervision of Contractor personnel and indirect supervision of State personnel. All Medicaid Eligibility Staff obtained under the Contract shall be considered Key Personnel and shall be subject to the provisions of Section 3.12.
- V) Medicaid Management Information System (MMIS) – The federally mandated management information system of software, hardware and manual procedures used to house Medicaid eligibility, process claims and retrieve/produce service utilization and management information.
- W) Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- X) Modified Adjusted Gross Income (MAGI) - Under the Affordable Care Act, eligibility for income-based Medicaid and subsidized health insurance through the Marketplaces is calculated using a household's Modified Adjusted Gross Income (MAGI). For most individuals who apply for health coverage under the Affordable Care Act, MAGI is equal to net income.
- Y) Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- Z) Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- AA) NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- BB) Bidder – An entity that submits a Bid in response to this IFB.
- CC) Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother's maiden name,

or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

- DD) Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- EE) Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- FF) Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- GG) Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
- HH) Sensitive Data - Means PII; PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- II) State – The State of Maryland.
- JJ) Total Bid Price – The Bidder’s bid price or evaluated bid price for goods and services in response to this solicitation, included in **Attachment B** – Bid Form.
- KK) Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Appendix 2. – Bidder Information Sheet

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf.