



**DEPARTMENT OF HEALTH AND MENTAL HYGIENE  
(DHMH)**

**REQUEST FOR PROPOSALS (RFP)**

**Eligibility Verification System / Interactive Voice Response  
(EVS / IVR)**

**SOLICITATION NO. DHMH/OPASS 17-17402**

**Issue Date: November 4, 2016**

**STATE OF MARYLAND**

**Department of Health and Mental Hygiene (DHMH)**

**RFP KEY INFORMATION SUMMARY SHEET**

<b>RFP Title:</b>	<b>Eligibility Verification System / Interactive Voice Response (EVS / IVR)</b>
<b>RFP Number:</b>	<b>DHMH/OPASS 17-17402</b>
<b>RFP Issuing Department:</b>	<b>DHMH</b> 201 West Preston Street Baltimore, Maryland 21201
<b>RFP Issue Date:</b>	November 4, 2016
<b>Proposals Due Date and Time:</b>	December 14, 2016 2:00 p.m. Local Time
<b>Questions Due Date and Time:</b>	December 1, 2016 4:00 p.m. Local Time
<b>Procurement Officer:</b>	<b>Queen Davis</b> Phone: (410) 767-5335 Fax: (410) 333-5958 e-mail: <a href="mailto:dhmh.solicitationquestions@maryland.gov">dhmh.solicitationquestions@maryland.gov</a>
<b>Contract Manager:</b>	<b>Tim Stein</b> Phone: (410) 767-4981 Fax: (410) 333-7290 e-mail: <a href="mailto:tim.stein@maryland.gov">tim.stein@maryland.gov</a>
<b>Send Proposals to:</b>	<a href="mailto:Queen.Davis@maryland.gov">Queen.Davis@maryland.gov</a> Attention: Queen Davis
<b>Send Questions to:</b>	<a href="mailto:dhmh.solicitationquestions@maryland.gov">dhmh.solicitationquestions@maryland.gov</a>
<b>Contract Type</b>	Fixed Price
<b>Contract Duration</b>	Three (3) year base period and two (2) one-year option periods
<b>MBE Subcontracting Goal:</b>	<b>0 %</b>
<b>VSBE Subcontracting Goal:</b>	<b>0 %</b>
<b>Small Business Reserve</b>	No
<b>Pre-Proposal Conference:</b>	November 16, 2016 at 10:00 a.m. Local Time 201 W. Preston Street, Lobby Level Conference Room L1 Baltimore, MD 21201 See Attachment E for Directions and Response Form

**STATE OF MARYLAND**  
**NOTICE TO OFFERORS/BIDDERS/CONTRACTORS**  
**Maryland Wants to Do Business with You**

Please let us know why you are not proposing. (Check all that apply).

- We do not offer the services/commodities requested.
- Busy with other commitments.
- Specifications are unclear or too restrictive.
- Timetable is unworkable.
- Bonding/Insurance requirements are prohibitive.
- Our experience with State of Maryland has not been satisfactory.
- Other (Please specify)

Additional Comments:

Please add suggestions for improvement here:

Name of commenter and Business (optional): \_\_\_\_\_

Contact Person (optional): \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ -  
\_\_\_\_\_

Bid/proposal Number: **DHMH/OPASS 17-17402** Entitled: **Eligibility Verification System /  
Interactive Voice Response (EVS/IVR)**

Your comments will help us improve the procurement process.

**Thank You.**

Please return your comments with your proposal. If you have chosen not to propose to this RFP, please e-mail this completed form to the Procurement Officer's e-mail address.

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# 1 GENERAL INFORMATION

## 1.1 Summary Statement

- 1.1.1 The Department of Health and Mental Hygiene (DHMH or “the Department”) is issuing this Request for Proposals (RFP) to provide services to design, develop, implement and host a telephone-based Eligibility Verification System / Interactive Voice Response (EVS / IVR) solution.
- 1.1.2 It is the State’s intention to obtain products/services, as specified in this RFP, through a Contract between the successful Offeror and the State. The anticipated duration of services to be provided under this Contract is three (3) years with two (2) one-year options. See Section 1.4 for contract duration information.
- 1.1.3 The Department intends to make a single award as a result of this RFP.
- 1.1.4 Offerors, either directly or through their Subcontractor(s), must be able to provide all products/services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of Subcontractor participation in the work.

## 1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations and terms have the meanings indicated below:

Term	Definition
Access	The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
Business Day	Monday through Friday (excluding State holidays)
COMAR	Code of Maryland Regulations available on-line at <a href="http://www.dsd.state.md.us">www.dsd.state.md.us</a>
Contract	The Contract awarded to the successful Offeror pursuant to this RFP, the form of which is attached to this RFP as <a href="#">Attachment A</a>
Contract Manager	The State representative who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring the Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope



Term	Definition
Contractor	The successful Offeror awarded the Contract
Contractor Personnel	Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP
Contractor’s Point of Contact (POC)	Person designated at the time of Contract award by the Contractor as the single point of contact with the authority and knowledge to resolve Contract issues.
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data
Department of Health and Mental Hygiene(DHMH, or the Department)	The unit of the Executive Branch of Maryland State government issuing the RFP
eMaryland Marketplace (eMM)	Maryland’s online procurement system
Fixed Price	Pricing option which places responsibility on the Contractor for the delivery of any products and the complete performance of any services in accordance with the RFP at a price that is not subject to adjustment
Handle Data	Collect, store, transmit, have access to data
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) Maintenance; (b) Telecommunications; and (c) Associated consulting services
Key Personnel	Contractor Personnel that, should they leave during the performance period, will, in the State’s opinion, have a substantial negative impact on the Contractor’s performance under the Contract. As provided in Section 1.23, Key Personnel may be identified after Contract award.
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

Term	Definition
Minority Business Enterprise (MBE)	A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03
Monthly Charges	For purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in Attachment F, Price Sheet.
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: <a href="http://www.dbm.maryland.gov">www.dbm.maryland.gov</a> – keyword: State Holidays
Notice to Proceed (NTP)	A written notice from the Procurement Officer that work on the Contract, project, or Work Order shall begin on a specified date. Additional NTPs may be issued by either the Procurement Officer or the Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Contract to begin
Offeror	An entity that submits a proposal in response to this RFP
Performance Period	The performance period is defined as the time between system go-live until contract close out activities.
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’s 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.
Point of Contact (POC)	The individual named as the person to coordinate on a particular topic
Procurement Officer	The State representative who is responsible for the Contract, determining scope issues and is the only State representative that can authorize changes to the Contract
Proposal	As appropriate, either or both an Offeror’s Technical or Financial Proposal

Term	Definition
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
Request for Proposals (RFP)	This Request for Proposals for the Department of Health and Mental Hygiene, including any amendments / addenda thereto
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.
Security or Security Measures	The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
Sensitive Data	Means PII; PHI; 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; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or 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(d) and Md. Code Ann., State Govt. § 10-1301(c)
Service Level Agreement (SLA)	Measurable levels governing Contractor performance and establishing associated liquidated damages for failure to meet those performance standards
SLA Activation Date	The date on which SLA charges commence under this RFP, which may include, but is not limited to, the date of (a) completion of Transition In, (b) a delivery, or (c) releases of work

Term	Definition
Software as a Service (SaaS)	<p>Software-as-a-Service (SaaS) as used in this document is defined as the capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, or storage, but may be permitted limited user-specific application configuration settings.</p> <p>Under SaaS, the Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the Contractor.</p>
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the Contractor to provide subcontracted services or products under the direction of the Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the Contractor.
System	<p>All services and activities necessary to fully support the (EVS / IVR) solution. This definition of System includes all System Source Materials developed as a result of this Contract.</p> <p>All Upgrades and regulatory updates shall be provided at no additional cost to the State.</p>
System Availability	The period of time the System will work as required including non-operational periods associated with reliability, maintenance, and logistics
System Source Materials	<p>Those materials necessary to wholly reproduce and fully operate the most current deployed version of the System in a manner equivalent to the original System including, but not limited to:</p> <ol style="list-style-type: none"> <li>a. The executable instructions in their high level, human</li> </ol>

Term	Definition
	<p>readable form and a version that is in turn interpreted, parsed and or compiled to be executed as part of the computing system ("source code"). This includes source code created by the Contractor or Subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the project.</p> <ul style="list-style-type: none"> <li>b. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.</li> <li>c. All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.</li> <li>d. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.</li> <li>e. A complete list of third party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).</li> <li>f. All associated user instructions and/or training materials for business users and technical staff</li> </ul>
Technical Safeguards	The technology and the policy and procedures for its use that protect Sensitive Data and control access to it
Total Evaluated Price	The Offeror’s price as submitted on <a href="#">Attachment F - Price Sheet</a> , upon which the Offeror’s Financial Proposal will be evaluated. (see <a href="#">RFP Section 5.3</a> )
Upgrade	A new release of any component of the System containing major new features, functionality and/or performance improvements. An Upgrade would conventionally be indicated where the version number is changed by incrementing the numeric digits to the left of the decimal point, e.g., versions 1.0, 2.0, 3.0, and 4.0 would each typically be Upgrades to prior versions.
Users	Any DHMH staff or authorized personnel who shall use the EVS/IVR System.
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 and <a href="http://www.vetbiz.gov">http://www.vetbiz.gov</a> .

Term	Definition
Work Order	A subset of work authorized by the Contract Manager performed under the general scope of this RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.
Working Day(s)	Same as “Business Day”

**1.3 Contract Type**

The Contract shall be a firm fixed price, indefinite quantity contract as defined in COMAR 21.06.03.06(2).

**1.4 Contract Duration**

- 1.4.1 The Contract shall start from the date of mutual Contract execution by the parties (“Effective Date”).
- 1.4.2 As of the NTP Date contained in a Notice to Proceed (NTP), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal.
- 1.4.3 The Contract resulting from this RFP shall be for three (3) years from the Effective Date. The State, at its sole option and direction, may renew the term of the Contract through two (2) additional one-year renewal options for up to a total potential Contract length of five (5) years.
- 1.4.4 The Contractor’s obligations to pay invoices to subcontractors that provide products/services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see [Attachment A](#)), shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.
- 1.4.5 In accordance with BPW Advisory 1995-1, 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.

**1.5 Procurement Officer**

The sole point of contact in the State for purposes of this RFP prior to the award of a Contract is the Procurement Officer as listed [Key Information Summary Sheet](#).

DHMH may change the Procurement Officer at any time by written notice.

## 1.6 Contract Manager

The DHMH Contract Manager for the Contract is listed in the [Key Information Summary Sheet](#). DHMH may change the Contract Manager at any time by written notice.

## 1.7 Pre-proposal Conference

- 1.7.1 A pre-proposal conference will be held at the time, date and location indicated on the [Key Information Summary Sheet](#). Attendance at the pre-proposal conference is not mandatory, but all interested companies are encouraged to attend in order to facilitate better preparation of their proposals.
- 1.7.2 Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 1.7.3 The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via the same mechanism described for amendments and questions.
- 1.7.4 In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the Pre-Proposal Conference Response Form ([Attachment E](#)) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call the Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The Department will make reasonable efforts to provide such special accommodation.

## 1.8 eMaryland Marketplace (eMM)

- 1.8.1 eMaryland Marketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services (DGS). In addition to using the DHMH's website <https://dhmh.maryland.gov> and possibly using other means for transmitting the RFP and associated materials, the RFP, pre-proposal conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation related information will be made available via eMM.
- 1.8.2 In order to receive a Contract award, a company must be registered on eMM. Guidelines can be found on the eMaryland Marketplace website at <http://emaryland.buyspeed.com>.

## 1.9 Questions

- 1.9.1 All questions shall be submitted via e-mail to the Procurement Officer no later than the date and time indicated in the [Key Information Summary Sheet](#). Please identify in the subject line the Solicitation Number and Title. Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMM.
- 1.9.2 Only answers that have been answered in writing by the State can be considered final and binding.

### **1.10 Procurement Method**

The Contract will be awarded in accordance with the Competitive Sealed Proposals procurement method as described in COMAR 21.05.03.

### **1.11 Proposals Due (Closing) Date and Time**

- 1.11.1 Proposals, in the number and form set forth in [Section 4 “Proposal Format,”](#) must be received by the Procurement Officer no later than the date and time listed on the [Key Information Summary Sheet](#) in order to be considered.
- 1.11.2 Requests for extension of this date or time shall not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Proposals received by the Procurement Officer after the due date and time shall not be considered.
- 1.11.3 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the Proposals due time and date.
- 1.11.4 Proposals delivered by facsimile shall not be considered.
- 1.11.5 Companies not responding to this solicitation are requested to submit the “Notice to Offerors/Bidders/Contractors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

### **1.12 Multiple or Alternate Proposals**

Multiple and/or alternate Proposals will not be accepted.

### **1.13 Economy of Preparation**

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

### **1.14 Public Information Act Notice**

- 1.14.1 Offerors should give specific attention to the clear identification of those portions of their proposals that they deem to be confidential, 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, General Provisions Article, Title 4, Md. Code Ann. (Also, see [RFP Section 4.2.2.2 “Claim of Confidentiality”](#)). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.
- 1.14.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.



### **1.15 Award Basis**

A Contract shall be awarded to the responsible submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the products/services as specified in this RFP. See [RFP Section 5](#) for further award information.

### **1.16 Oral Presentation**

Offerors determined to be reasonably susceptible may be required to make oral presentations to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

### **1.17 Duration of Proposal**

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the closing date for submission of proposals, best and final offers (if requested), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

### **1.18 Revisions to the RFP**

- 1.18.1 If it becomes necessary to revise this RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the Department's procurement web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.
- 1.18.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not susceptible for award.

### **1.19 Cancellations**

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

## 1.20 Incurred Expenses

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

## 1.21 Protest/Disputes

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

## 1.22 Offeror Responsibilities

- 1.22.1 The successful Offeror shall be responsible for rendering products and services for which it has been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see [Section 1.33 "Minority Business Enterprise Goals"](#) and [Section 1.41 "Veteran-Owned Small Business Enterprise Goals"](#)).
- 1.22.2 If an Offeror that seeks to perform or provide the products/services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

## 1.23 Substitution of Contractor Personnel

### A. Key Personnel

For this Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated in [Section 2](#) and [Section 3](#).

1. Senior Functional Project Manager

### B. Continuous Performance of Key Personnel

Key Personnel shall be available to perform Contract requirements 30 days from the NTP Date. Unless explicitly authorized by the Contract Manager or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.

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 Manager.

### C. Definitions

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

1. **Extraordinary Personnel Event** – means leave under the Family Medical Leave Act; or 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.
2. **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.

D. Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in paragraph E of this section.

1. The Contractor shall demonstrate to the Contract Manager’s satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
2. The Contractor shall provide the Contract Manager with a substitution request that shall include:
  - a. A detailed explanation of the reason(s) for the substitution request;
  - b. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
  - c. The official resume of the current personnel for comparison purposes; and
  - d. Evidence of any required credentials.
3. The Contract Manager may request additional information concerning the proposed substitution. In addition, the Contract Manager and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The Contract Manager 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 Manager will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

E. Replacement Circumstances

1. Key Personnel Replacement

To replace any Key Personnel in a circumstance other than as described in 1.23.E.2, including transfers and promotions, the Contractor shall submit a substitution request as described in paragraph D to the Contract Manager at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

- a. The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, Extraordinary Personnel Event, or death of such personnel. (A

termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under Section E.1.)

- b. Under any of the circumstances set forth in this paragraph E.2, the Contractor shall identify a suitable replacement and provide the same information and items required under paragraph D of this section 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 due to injury, illness, or other physical condition, or an Extraordinary Personnel Event 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 Manager as required under paragraph D of this section.
- 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 Manager the Contract Manager 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.

### 4. Directed Personnel Replacement

- a. The Contract Manager may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b.
- b. If deemed appropriate in the discretion of the Contract Manager, the Contract Manager shall 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 Manager. If the Contract Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.
- c. Should performance issues persist despite an approved Remediation Plan, the Contract Manager may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.

- d. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- e. If the Contract Manager determines to direct substitution under 1.23.E.4.a, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Manager deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Manager may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

F. 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 substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution and that the originally proposed staff is actual full-time personnel employed directly with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). 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.

#### 1.24 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as [Attachment A](#). Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **The volume and severity of exceptions to the Contract terms, including the terms of the RFP, will be considered in the evaluation process, and may be grounds for finding an Offeror not reasonably susceptible for award.**

#### 1.25 Bid/Proposal Affidavit

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

#### 1.26 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as [Attachment C](#) of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award.

### **1.27 Compliance with Laws/Arrearages**

- 1.27.1 By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.
- 1.27.2 By submitting a response to this solicitation, the Offeror also represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for award.

### **1.28 Verification of Registration and Tax Payment**

- 1.28.1 Before a business entity can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is [https://egov.maryland.gov/businessexpress /](https://egov.maryland.gov/businessexpress/).
- 1.28.2 It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for award.

### **1.29 False Statements**

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

- 1.29.1 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.
- 1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.
- 1.29.3 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 years or both.

### **1.30 Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

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 and must include the business identification

information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at:

[http://comptroller.marylandtaxes.com/Government\\_Services/State\\_Accounting\\_Information/Static\\_Files/APM/gadx-10.pdf](http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf).

### 1.31 Prompt Payment Policy

This procurement and the Contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) 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 must comply with the prompt payment requirements outlined in the Contract, Sections 8 "Prompt Pay Requirements" and 20.14.3 "MBE Prompt Pay Requirements" (see [Attachment A](#)), should an MBE goal apply to this RFP. Additional information is available on GOMA's website at: <http://goma.maryland.gov/Pages/Legislation-and-Policy.aspx>.

### 1.32 Electronic Procurements Authorized

- 1.32.1 Under COMAR 21.03.05, unless otherwise prohibited by law, a primary procurement unit may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 1.32.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- 1.32.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bs/>), and electronic data interchange.
- 1.32.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section 1.32.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
    - a. the solicitation (e.g., the RFP)
    - b. any amendments
    - c. pre-Proposal conference documents
    - d. questions and responses

- e. communications regarding the solicitation or Proposal to any Offeror or potential offeror
  - f. notices of award selection or non-selection
  - g. the Procurement Officer's decision on any solicitation protest or Contract claim
  - h. request for best and final offers
2. An Offeror or potential Offeror may use e-mail to:
- a. ask questions regarding the solicitation
  - b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer
  - c. submit a "No Bid/Proposal Response" to the solicitation
3. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in [Section 1.32.5](#) of this subsection, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Manager.

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

- a. filing of protests;
- b. filing of Contract claims;
- c. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
- d. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

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

### **1.33 Minority Business Enterprise (MBE) Participation Goal**

There is no MBE subcontractor participation goal for this procurement.

### **1.34 Living Wage Requirements**

1.34.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 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.



- 1.34.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>
- 1.34.3 Additional information regarding the State's living wage requirement is contained in [Attachment G](#). Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement ([Attachment G-1](#)) with their Proposals. If an Offeror fails to complete and submit the required documentation, the State may determine an Offeror to not be responsible under State law.
- 1.34.4 Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. If the Contractor provides more than 50% of the services from an out-of-State location, the State Department determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- 1.34.1 The Offeror shall identify in the Proposal the location from which services will be provided.
- NOTE: Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change.**

### 1.35 Federal Funding Acknowledgement

- 1.35.1 There are programmatic conditions that apply to the Contract due to federal funding (see [Attachment H](#)).
- 1.35.2 The total amount of federal funds allocated for the Office of Systems, Operations & Pharmacy (OSOP), Medical Care Programs is \$16,645,059 in Maryland State fiscal year 2016. This represents 69% 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.
- 1.35.3 The Contract contains federal funds. The source of these federal funds is Title 19. The CFDA number is: CFDA93.778. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds [Attachment H](#). Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds [Attachment H](#) and Offerors are to complete and submit these Attachments with their Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the Contract.

### 1.36 Conflict of Interest Affidavit and Disclosure

- 1.36.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure ([Attachment I](#)) and submit it with their Proposal. All Offerors are advised that if a Contract is awarded as a result of this solicitation, the Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to [Attachment I Conflict of Interest Affidavit and Disclosure](#).
- 1.36.2 Additionally, contractors have an ongoing obligation to ensure that any necessary personnel or subcontractor personnel have completed such agreements prior to providing services under individual Task Orders issued under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 1.36.3 Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 1.36.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

### 1.37 Non-Disclosure Agreement

#### 1.37.1 Non-Disclosure Agreement (Contractor)

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

### 1.38 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 HIPAA, the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.501 and set forth in [Attachment K](#). 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/Proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Bidder/Offeror with the next lowest Bid or next highest overall-ranked Proposal.

### 1.39 Non-Visual Access

- 1.39.1 By submitting a Proposal, the Offeror warrants that the information technology offered under the Proposal: (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in

formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent (5%). For purposes of this solicitation, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

1.39.2 The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: [www.doit.maryland.gov](http://www.doit.maryland.gov), keyword: NVA.

#### **1.40 Mercury and Products That Contain Mercury**

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

#### **1.41 Veteran-Owned Small Business Enterprise Goals**

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

#### **1.42 Location of the Performance of Services Disclosure**

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

#### **1.43 Department of Human Resources (DHR) Hiring Agreement**

This solicitation does not require a DHR Hiring Agreement.

#### **1.44 Purchasing and Recycling Electronic Products**

1.44.1 State Finance and Procurement Article, Md. Code Ann. § 14-414, requires State agencies purchasing computers and other electronic products in categories covered by EPEAT to purchase models rated EPEAT Silver or Gold unless the requirement is waived by the Department of Information Technology (DoIT). This information is located on the DGS web site:  
<http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicandITProductsSpecification.pdf>.

1.44.2 Guidelines provided by DGS require planning and coordination of the proper disposition of Information Technology equipment. State Finance and Procurement Article, Md. Code Ann. § 14-415, requires state agencies awarding contracts for services to recycle electronic products to award the contract to a recycler that is R2 or e-Stewards certified. This information is located on the DGS web

site: <http://www.dgs.maryland.gov/GreenOperations/GreenPurchasing/Guidelines/specs/ElectronicProductDisposalSpecification.pdf>.

- 1.44.3 Guidelines provided by DoIT discuss information and guidance on the proper disposition of IT equipment, media sanitization, and protecting confidential information stored on media. This information is located in the State's Information Technology (IT) Security Policy <http://doit.maryland.gov/support/pages/securitypolicies.aspx>. Section 6.5 Media Protection provides guidance on proper precautions to protect confidential information stored on media.

#### **1.45 Contract Extended To Include Other Non-State Governments or Agencies**

County, municipal, State entities that are not subject to DoIT's authority, including State non-executive branch entities, and non-State governments or agencies may purchase from the Contractor goods or services covered by this Contract at the same maximum prices to which the State would be subject under the resulting Contract. All such purchases:

- (1) shall constitute Contracts between the Contractor and that government, Department or organization;
- (2) For non-State entities, shall not constitute purchases by the State or State agencies under this Contract;
- (3) For non-State entities, shall not be binding or enforceable against the State; and
- (4) may be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government, Department or organization with which the Contractor is dealing is a State entity.

## 2 COMPANY AND PERSONNEL QUALIFICATIONS

### 2.1 Offeror Minimum Qualifications

To be considered reasonably susceptible for award, an Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

2.1.1 The Offeror shall have experience in the design, development, implementation, and hosting of at least three (3) EVS/IVR systems. Each system implementation must meet the following minimum requirements:

1. The EVS/IVR system must have been implemented within the last five (5) years.
2. The EVS/IVR system must have been hosted and maintained for at least three (3) years.
3. The Offeror shall provide in its proposal at least one (1) reference per EVS/IVR implementation, which are able to attest to the Offeror's experience.

### 2.2 Offeror Personnel Minimum Qualifications

Offeror Personnel shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this RFP:

2.2.1 Senior Functional Project Manager

The following table details the minimum qualifications for the Senior Functional Project Manager:

**Table 2-1. Senior Functional Project Manager Minimum Qualifications**

Minimum Qualifications	Years of Experience
Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline.	N/A
Current and Valid Project Management Professional (PMP) certification	N/A
Project Management Experience	5 years
Information Technology (IT) Project Management Experience	3 Years
Experience in a Leadership role on an Interactive Voice Response system implementation	2 Years

Resumes must clearly outline starting dates and ending dates for each applicable experience.

**2.3 Contractor Preferred Qualifications**

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

**2.4 Personnel Preferred Qualifications**

The following are the preferred qualifications for the Senior Functional Project Manager.

**Table 2-2. Senior Functional Project Manager Preferred Qualifications**

<b>Minimum Qualifications</b>	<b>Years of Experience</b>
Experience in a Leadership role on a State or Federal IT Project	2 Year

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### 3 SCOPE OF WORK

#### 3.1 Background and Purpose

DHMH, hereinafter called the "Department" or "Issuing Office", is issuing this RFP to provide services to design, develop, implement, maintain and host a telephone-based EVS / IVR solution. Offerors shall be able to furnish satisfactory evidence that they meet or exceed all minimum qualifications listed in Section 2 of this RFP.

The selected Contractor shall be responsible for all aspects of the implementation, operations, and maintenance of the EVS/IVR. The Contractor shall provide an end-to-end hosting environment and entire infrastructure, utilizing state of the art network facilities. The Contractor shall furnish the workspaces, tools, equipment, and any other items needed to perform the work requirements of this RFP.

As part of the evaluation for this RFP, Offerors shall propose exactly one (1) Key Personnel and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. All other planned positions shall be described generally in the staffing plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

#### 3.2 Department / Project Background

3.2.1 The State of Maryland Medicaid Program is a unit of DHMH, which has State responsibility for the operation of the Medicaid Program under Title XIX of the Social Security Act. The Maryland State Medicaid Program has approximately 1,300,000 enrollees.

3.2.2 EVS/IVR is a telephone inquiry function that enables health-care providers to quickly and efficiently verify a Medicaid recipient's current eligibility status. The current EVR/IVR handles approximately 260,000 inquires per month. This RFP seeks to competitively secure a Contractor to provide and host a telephone based EVS/IVR solution.

3.2.3 EVS/IVR is a federally mandated function that enables callers to access Maryland Medicaid recipient eligibility information seven (7) days per week, twenty-four (24) hours per day, 365 days per year.

3.2.4 OSOP develops and maintains systems for prompt and accurate payment to providers of health care services. OSOP is also responsible for relaying the recipient eligibility information to Medicaid approved health care providers, via a toll free phone number. EVS/IVR is an integral part of Maryland's Medicaid Management Information System (MMIS) in supporting the State's Medical Care Programs. In our current EVS/IVR, the provider is greeted and requested to enter the provider number or National Provider Identifier (NPI). After the number is validated, the provider is prompted to enter a recipient number and name code. At this point, the provider can enter a date if past eligibility is needed. Past eligibility can be searched up to one (1) year. The computer reads the recipient file and formulates a response.

### 3.3 General Requirements

#### 3.3.1 Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: SDLC;
- B. The State of Maryland Information Technology Security Policy and Standards at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>
- D. The State of Maryland Information Technology Project Oversight at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: IT Project Oversight

3.3.2 Any Contractor Personnel provided under this RFP shall maintain any required professional certifications for the duration of the resulting Contract.

#### 3.3.3 System Requirements

The following Requirements detail the required capabilities for the EVS / IVR system.

3.3.3.1 The Contractor shall design, develop, implement, host and maintain an EVS/IVR solution.

3.3.3.2 The EVS/IVR solution shall at a minimum:

- A. Support High Quality Voice Response with clear English pronunciation.
- B. Allow for up to 200 EVS/IVR voice messages, and have the capacity to provide up to an additional 100 messages at the Department's discretion.
- C. The EVS/IVR shall have a maximum response time of four (4) seconds and an average of two (2) seconds or less in any consecutive ten (10) minute period. The response time must be measured from the time the user completes input until the start of voice output is heard.
- D. Retain the existing toll-free number that is currently in use by the Department at no charge to the providers.
- E. Provide a unique "reference number" to each EVS/IVR response and include that reference number in the audit trail file back to DHMH
- F. Provide a solution that will transfer calls based on the current DHMH Business Rules (see [Attachment CC](#))
- G. Develop/Modify software using the Departments Business Rules for provider responses. (See [Attachment CC](#))
- H. Load the daily recipient eligibility and provider update files received via IBM Sterling Commerce Connect: Direct Software.



- I. Have the capability to periodically receive and load full replacement recipient eligibility and/or provider files from the state via Connect:Direct to fully replace the recipient eligibility/provider data.
- J. Provide a secure hosting site for State data.
- K. Establish connectivity via Connect:Direct to Annapolis Data Center (ADC). ADC uses an IP solution for their Connect:Direct customers. The IP connection using Connect:Direct will be over the Internet, not a private connection to ADC. With the connection via the Internet, it is mandatory to utilize the Secure+ feature which is additional Connect:Direct software the Contractor will need to purchase. Connect:Direct by Sterling Commerce is the supported connectivity standards for file exchange between ADC and vendors of the State of Maryland.
- L. Provide an EVS/IVR solution that is available 24/7/365, excluding any maintenance downtime.
- M. Perform scheduled maintenance between 12:00 a.m. - 6:00 a.m. Local Time. Downtime for scheduled maintenance shall not be instituted without prior written approval from the Contract Manager.
- N. Ensure the system and services are available for unrestricted use by DHMH staff and other users at a minimum between the hours of 8:00 a.m. 5:00 p.m. Local Time for the given performance period.
- O. Be responsible for all aspects of the implementation, operations, and maintenance of the EVS/IVR. The Contractor shall provide support and maintain all hardware and software necessary for the operation of the EVS/IVR system. Hosting shall be in accordance with the SLA (see [Attachment U](#)).
- P. Satisfy Service Level measurements for Problem Response Time and Problem Resolution Time.
- Q. Provide a solution that allows Maryland Medicaid providers to be able to access and call the EVS/IVR system at least 99.5% of the time. The State receives an average of 260,000 inquires a month.

### 3.3.4 Phase 1-Project Initiation and System Development

The following requirements detail the tasks and activities required to finish the Project Initiation and System Development phases of this Project. Phase 1 of the Project is defined as the period from Contract award to the Design Review session and delivery of the Phase 1 Results.

#### 3.3.4.1 Kick-Off Meeting

The Contractor shall conduct a Kick-Off meeting within seven (7) calendar days of Effective Date. This initial meeting is for the Contractor to communicate with the DHMH Contract Manager over project timelines and requirements. The following draft documents will be delivered to the Contract Manager during this meeting:

- A. Draft Project Management Plan
- B. Draft Project Schedule, including milestones, deliverables, project tasks and a Gantt chart
- C. Revised Staffing Management Plan
- D. Revised Communications Management Plan
- E. Draft Risk Management Plan

3.3.4.2 The Contractor shall provide final versions of the following deliverables within fourteen (14) calendar days from the Kick-Off Meeting.

- A. Project Management Plan
- B. Project Schedule
- C. Staffing Management Plan
- D. Communications Management Plan
- E. Risk Management Plan

3.3.4.3 The Contractor shall provide the following draft documents within twenty-one (21) calendar days from the Kick-Off meeting for the DHMH Contract Manager to review and comment. The Contractor shall be responsible for incorporating and addressing all comments prior to final deliverable submittal.

- A. Draft Design Review Document
- B. Revised Security Management Plan
- C. Draft Configuration Management and Quality Assurance Plan

3.3.4.4 The Contractor shall provide final versions of the following deliverables within twenty-eight (28) calendar days from the Kick-Off Meeting.

- A. Design Review Document
- B. Security Management Plan
- C. Configuration Management and Quality Assurance Plan

3.3.4.5 Design Review

The Contractor shall demonstrate to State staff a complete System Design Review of the EVS / IVR System within twenty-eight (28) calendar days from the Kick-Off Meeting. Any changes that are necessary to the system for functional and capacity performance shall be incorporated before acceptance of Phase 1 Results. The demonstration shall include actual studio voices that will be used on the live production EVS/IVR.

3.3.4.6 Test Environment

The Contractor shall develop and make available to the DHMH Contract Manager a test environment that allows DHMH to test changes before they are implemented in the production environment.

3.3.4.7 The test environment shall be fully accessible from DHMH's site (201 West Preston St. Baltimore MD, 21201) and available for use during all phases of the project and Contract period of performance.

3.3.4.8 Phase 1 Exit Criteria

The following activities shall be finished to the Contract Manager's satisfaction prior to the start of the Phase 2:

- A. All Project Deliverables and Requirements identified in [Section 3.3.4](#) are approved by the DHMH Contract Manager

- B. The Contractor performs a ‘satisfactory demonstration’ of the system’s capabilities and design during the Design Review. A ‘satisfactory demonstration’ of the system is based on the discretion of the DHMH Contract Manager.
- C. Project progress shall only proceed with written acceptance from the DHMH Contract Manager that Phase 1 is complete.

### 3.3.5 Phase 2-Operational and System Readiness

The following requirements detail the tasks and activities required to finish the Operational Readiness phase of this Project. Phase 2 of the Project is defined as the period between the end of Phase 1 until the System Go-Live Date.

#### 3.3.5.1 Staff Training

The Contractor shall provide the following training sessions for State staff. All training sessions shall be held at 201 West Preston St. Baltimore MD.

- A. Provide user level training for up to seven (7) non-technical State staff no later than fifteen (15) business days prior to System Go-Live date.

3.3.5.2 The Contractor shall provide six (6) hard copies and an electronic media copy (e.g., email, flash drive) of all training materials at least ten (10) business days prior to Go-Live date.

3.3.5.3 The Contractor shall provide a Draft EVS / IVR User Guide to the DHMH Contract Manager for review and comment no later than twenty (20) business days prior to System Go-Live.

3.3.5.4 The Contractor shall provide a Final EVS / IVR User Guide that incorporates and addresses all of the DHMH Contract Manager comments no later than ten (10) business days prior to System Go-Live. The Contractor shall update the Final EVS / IVR User Guide up to three (3) times per Contract year at the DHMH Contract Manager discretion.

#### 3.3.5.5 Test Plan

The Contractor shall provide a Test Plan no later than thirty (30) days prior to the start of the User Acceptance Test (UAT). The test plan shall provide high-level documentation of the scope, content, methodology, sequence, management of, and roles and responsibilities for the following testing activities:

- A. System Testing
- B. User Acceptance Testing
- C. Provider Pilot Testing

#### 3.3.5.6 System and UAT Testing Defect Management

The Contractor shall assist the Department in System Testing and UAT. An important aspect of the System Testing and UAT will be defect management. Both DHMH and the Contractor shall use the same approach to defect management. The Contractor must provide the defect tracking tool and the approach to defect management that will be used leveraging that tool. At a minimum, the defect management process shall apply the following principles:

- a. A defect is any condition in which the EVS/IVR system does not operate or does not operate in accordance with approved design.

- b. A defect may also occur if the EVS/IVR system does not meet all approved requirements.
- c. In testing, a test case fails if the actual results of the test are different than the expected result.
- d. To exit testing, all defects must be resolved or there must be a plan for resolution of the defects.
- e. Defects will be classified in accordance with the severity of the defect. The following table presents the DHMH definition of severity.

Severity	Definition
Level 1	<p>Defects resulting in the complete or partial failure of a critical Business Function and/or system functionality where there is no acceptable work around.</p> <p>Level 1 Defects shall be resolved before further testing and/or development can continue. All Level 1 defects shall be resolved before the system is put in production.</p>
Level 2	<p>Defects resulting in the complete or partial failure of a critical Business Function and/or system functionality where an acceptable work around exist.</p> <p>The State may allow Level 2 defects to exist in production depending on the impact to functionality and the nature of the workaround. The State will provide formal written approval to allow Level 2 defects to exist in production. Any Level 2 defects that exist in production must be accompanied by Defect Resolution plan that outlines the nature of the defect, the steps needed to resolve the defect, the resources needed to resolve the defect, and the time needed to resolve the defect.</p>
Level 3	<p>Defects resulting in the failure of a minor process or minor loss of function where there is a relatively easy and acceptable work around. Defects that are cosmetic in nature such as background color or logos.</p> <p>The State may allow Level 3 defects to exist in production. The State may require a Defect Resolution plan depending on the nature of the Level 3 defect.</p>

3.3.5.7 Provider Pilot Test

Support a pilot test project with at least ten (10) providers prior to that start of Phase 3. The DHMH Contract Manager will set up a pilot testing project to ascertain whether there are any performance issues, to validate the system is working as requested in this RFP, and to confirm that all business processes are working as requested before System Go-Live decision in the Phase 2 Exit Criteria.

3.3.5.8 Testing Completion Report

Upon conclusion of UAT, System Testing, and the Provider Pilot Test by DHMH, the Contractor shall provide a Testing Completion Report that confirms that DHMH has completed all testing and that the Contractor has resolved all defects to the point that meets Test Phase Exit Criteria. If there are open defects at the conclusion of UAT, the UAT Completion Report shall detail how those open defects are addressed. Addressing all open defects means that, for each defect, one of the following actions has been taken:

- a. The defect is planned to be fixed prior to Implementation Phase Exit by making changes to allow the system to work in accordance with the approved requirement(s).
- b. A suitable “work-around” is identified and mutually agreed by DHMH and the Contractor as part of the implementation. It is decided upon approval of the “work-around” whether the “work around” is permanent or temporary. If temporary, the plan for fixing the defect is determined prior to Implementation Exit. The plan identifies the resources responsible for fixing the defect and provides an estimated timeline for completion. If the “work-around” is permanent, the defect is closed.

#### 3.3.5.9 Final Design Document

The Contractor shall provide final Design Document thirty (30) business days prior to start of Phase 3 which will include:

- A. Documentation of technical environment
- B. Documentation of network/system environment and security architecture
- C. Updated Security Management Plan

#### 3.3.5.10 Phase 2 Exit Criteria

The DHMH Contract Manager decides whether to perform additional testing or to proceed to Phase 3. The Contract Manager will review the Test Completion Report with other stakeholders regarding the condition of the project and the state of completeness of the system. Using the requirements and acceptance criteria as a quantitative base, they consider other qualitative factors through a collaborative discussion to arrive at the “System Go-Live” decision.

The Phase 2 Exit Criteria are:

- a. All Testing defects resolved or with a plan to address as follows:
  1. No more than 3 open Level 1 defects with a plan to address
  2. No more than 5 open Level 2 defects with a plan to address
  3. No more than 10 open Level 3 defects with a plan to address
- b. DHMH approval of all Phase 2 deliverables.
- c. DHMH Contract Manager makes System Go-Live Decision

#### 3.3.6 Phase 3-Performance and Maintenance

The following requirements detail the tasks and activities required to finish the Performance and Maintenance Phase of this Contract. Phase 3 of the Contract is defined as the period between the System Go-Live decision and the Transition-Out Activities.

3.3.6.1 The Contractor shall provide the following system reports. The DHMH Contract Manager may require additional system documentation at the DHMH Contract Manager's discretion. Delivery schedule of the following deliverables shall be communicated to the Contractor by the DHMH Contract Manager at the System Go-Live date.

- A. EVS/IVR Daily Load File Report
- B. Line Utilization Report
- C. System Usage / Status Reports
- D. Daily Audit Trail File Report via File Transfer Protocol (FTP)

### 3.3.6.2 Maintenance and Hosting Requirements

The Contractor shall be responsible for providing the following Maintenance and Hosting Services post Go-Live of the EVS / IVR system.

- A. Enhancements and modifications of EVS/IVR system shall be provided:
  - 1. As a result of ongoing maintenance
  - 2. As required to correct malfunctions, defects, or operational problems
  - 3. As required as a matter of federal law or regulation in connection with DHMH's business or policies and standards
- B. Update all documentation to incorporate any changes of the equipment and/or software products within thirty (30) days of the change implemented into production. The Contractor shall provide DHMH in an electronic format, and with paper copies if requested. DHMH has the right to reproduce the documentation for Department staff use or its agents' use, including posting on a secure Internet site.
- C. Provide unlimited e-mail or telephone consultation to users; via a toll-free hot line 24/7/365. The Contractor shall respond within fifteen (15) minutes to all support inquiries.
- D. Be responsible for resolving problems, formally documented and reported by DHMH, in performance, malfunction, or deviation from the approved technical specifications of the equipment and software, including any compatibility problems with third party software, or operating system software. The Contractor shall develop a proposed corrective action plan that shall be reviewed and approved by DHMH before the Contractor proceeds with implementation of the corrective action. The Contractor shall utilize the same tracking system used during Phase 2 as well as the severity levels described in Phase 2.
- E. Perform testing in testing environment and with Department, following testing, design, and implementation procedures, prior to deployment to production;
- F. Specify and provide the manufacturer's recommended preventative maintenance, as required for the EVS/IVR system, to include frequency, duration and a description of the preventive maintenance.

### 3.3.7 Phase 4 Transition-Out Requirements

3.3.7.1 The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:

- A. Provide transition services for up to ninety (90) calendar days prior to Contract end, consisting of:
  - 1. 30 day processing with Contractor as the back up to the successor contractor

2. Provide additional services and/or support as requested to successfully complete the transition
3. Provide sufficient experienced personnel during this transition period to ensure an efficient and smooth transition. Guarantee that the services called for by the Contract are maintained at the required level of proficiency and during the transition period.

B. Updated System Documentation and all other System Source Materials

3.3.8 Export, Backup, Disaster Recovery (DR)

3.3.8.1 Export/Import

- A. The Contractor shall provide to the State the ability to export data at will. If Contractor provides the State the ability to export data, access and instructions shall be provided. If Contractor intends to perform export data on the State's behalf, Contractor shall perform an export of State data within 24 hours of a request.

3.3.8.2 Backup

- A. The Contractor shall perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers.
- B. Daily backups shall be retained for one month, and weekly backups shall be retained for two years, by the Contractor.
- C. Daily and monthly backups shall be stored off-site by the Contractor.

3.3.8.3 Disaster Recovery

The Contractor must maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and confidential information, Contractor's processing capability and the availability of hosted services.

- A. System shall come back online instantaneously via back-up system.
- B. Contractor shall describe in its Proposal its disaster recovery approach, including an explanation how the data will be recoverable.
- C. Contractor shall describe in its Proposal how it will ensure that disaster recovery for the State will be successful (such as disaster recovery testing).

3.3.9 Contractor-supplied Hardware, Software, and Materials

The Contractor shall furnish such equipment and software sufficient to furnish the services defined in this RFP. The Contractor shall provide Upgrades to software as necessary.

3.3.10 Custom Software

- 3.3.10.1 As described in the sample Contract ([Attachment A](#)), the State shall solely own any custom software, including, but not limited to application modules developed to integrate with a

COTS, source-codes, maintenance updates, documentation, and configuration files, when developed under this Contract.

- 3.3.10.2 Upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, Contractor's discontinuance of support of any software or system, the Contractor shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes, and all associated Software Source Code Documentation that comprises any solutions proposed as a part of the Contract. These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and Software Source Code Documentation.
- 3.3.10.3 Custom Source Code
- 3.3.10.4 For all custom software provided to the State pursuant to any Contract, the Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code and software source code documentation to a State-approved escrow agent at no additional cost to the State following the terms set forth in the sample contract (Attachment A).
- 3.3.10.5 The State shall have the right to audit custom software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the Contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source code.
- 3.3.10.6 The Contractor shall provide the current source code and documentation for all custom software to the State at the time of Contract termination.
- 3.3.11 Data
- 3.3.11.1 Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a RFP shall become the property of the State. The purchasing State Department is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
- 3.3.11.2 Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the Contract or the license.
- 3.3.12 Travel Reimbursement
- 3.3.12.1 Contractor shall not be reimbursed for travel.
- 3.3.13 Reporting
- The Contractor shall submit the following reports in the form required and at the frequency specified below as part of satisfactory performance under the Contract.
- 3.3.13.1 Daily Audit Trail File



The Contractor shall send the daily audit trail file via FTP (File Transfer Protocol), to the DHMH EDITPS System (Electronic Data Interface Transaction Processing System). DHMH will provide a file layout of the audit trail to include a unique reference number.

#### 3.3.13.2 EVS / IVR Daily Load Report

The Contractor shall electronically submit an EVS/IVR daily load report to DHMH by seven (7) AM Eastern Standard time. The load report will indicate all EVS/IVR file load/update activity for the previous day. If any of the daily electronic file(s) from DHMH fails via Connect: Direct, then the Contractor shall email a copy of the statics to DHMH and call the Contract Manager. See [Attachment W](#) for a sample.

#### 3.3.13.3 Customer Application Summary Report

See [Attachment X](#) for a sample.

#### 3.3.13.4 EVS Incoming Call Report

See [Attachment Y](#) for a sample.

#### 3.3.13.5 EVS Exit Point Report

See [Attachment Z](#) for a sample.

#### 3.3.13.6 Monthly Progress Report

Monthly Progress report that shows the following:

- A. Work accomplished during the reporting period;
- B. Deliverable progress, as a percentage of completion;
- C. Problem areas;
- D. Planned activities for the next reporting period;
- E. Service Level Reporting;
- F. An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced to date and paid to date.

### 3.4 Security Requirements

3.4.1 The Contractor shall perform the requirements in this section and shall cause its Subcontractors to also perform these requirements, as appropriate. The Contractor shall include the provisions of this section in every applicable subcontract so that such provisions will be binding upon such relevant subcontractor.

#### 3.4.2 Information Technology

3.4.2.1 The Contractor agrees that it 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 security 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](http://www.doit.maryland.gov) – keyword: Security Policy.

3.4.3 The State shall, at its discretion, have the right to review and assess the Contractor’s compliance to the security requirements and standards defined in the Contract.

3.4.4 Contractor Personnel

3.4.4.1 Contractor Personnel shall display his or her company ID badge in a visual location at all times while on State premises. Upon request of authorized State personnel, each such Contractor Personnel shall provide additional photo identification.

3.4.4.2 At all times at any facility, the Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times and providing information for State badge issuance.

3.4.4.3 Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, at its sole discretion, that said Contractor Personnel has not adhered to the Security requirements specified herein.

3.4.4.4 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.

3.4.5 On-site Security Requirement(s)

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

3.4.6 Data Protection and Controls

Contractor shall ensure satisfaction of the following requirements:

3.4.6.1 Administrative, physical and technical safeguards shall be implemented to protect State data that are no less rigorous than accepted industry practices for information security such as those listed below (see 3.4.6.2), and all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed shall comply with applicable data protection and privacy laws as well as the terms and conditions of this Contract.

3.4.6.2 To ensure appropriate data protection safeguards are in place, at minimum, the Contractor shall implement and maintain the following controls at all times throughout the term of the Contract (the Contractor may augment this list with additional controls):

1. Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
2. Apply hardware and software hardening procedures as recommended by the manufacturer and according to industry best practices to reduce the surface of vulnerability, eliminating as many security risks as possible and document what is

not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and/or compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the system configuration files.

3. Ensure that State data is not comingled with any other data through the proper application of compartmentalization security measures.
4. Apply data encryption to protect State data, especially personal identifiable information (PII), from improper disclosure or alteration. For State data the Contractor manages or controls, data encryption should be applied to State data in transit over networks and, where possible, at rest; as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.  
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
5. Enable appropriate logging parameters on systems to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including State of Maryland Department of Information Security Policy.
6. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
7. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
8. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the System from unsolicited and unauthenticated network traffic.
9. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
10. Establish policies and procedures to implement and maintain mechanisms for regular vulnerability testing of operating system, application, and network devices. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance

with or deviations from the Contractor's security policy. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

11. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
12. Ensure Sensitive Data under this service is not processed, transferred, or stored outside of the United States.
13. Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.
14. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
15. Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and/or Subcontractor shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor and/or Subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and/or Subcontractor shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

#### 3.4.6.3 Access to Security Logs and Reports

The Contractor shall provide reports to the State in a mutually agreeable format.

Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

**3.5 Labor Categories and Qualifications**

3.5.1 Senior Functional Project Manager

The following table details the minimum qualifications for the Senior Functional Project Manager:

**Table 3-1. Senior Functional Project Manager Minimum Qualifications**

Minimum Qualifications	Years of Experience
Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline.	N/A
Current and Valid Project Management Professional (PMP) certification	N/A
Project Management Experience	5 years
Information Technology (IT) Project Management Experience	3 Years
Experience in a Leadership role on an Interactive Voice Response system implementation	2 Years

**3.6 Performance and Personnel**

3.6.1 Work Hours

- A. Business Hours Support: The collective assigned Contractor Personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the Department. Contractor Personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.
- B. Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned activities in addition to core business hours. Hours performing activities would be billed on actual time worked at the rates proposed.
- C. State-Mandated Service Reduction Days: Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the Contractor will be notified in writing by the Contract Manager of these details.
- D. Minimum and Maximum Hours: Full-time Contractor personnel shall work a minimum of 40 hours per week with starting and ending times as approved by the Contract Manager. A

flexible work schedule may be used with Contract Manager approval, including time to support any efforts outside core business hours. Contractor personnel may also be requested to restrict the number of hours Contractor personnel can work within a given period of time that may result in less than an eight hour day or less than a 40 hour work week.

- E. Vacation Hours: Requests for leave shall be submitted to the Contract Manager at least two weeks in advance. The Contract Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

### **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 Manager, as well as to other State personnel, as directed should the Contract Manager not be available.
- 3.7.3 The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
  - A. The process for establishing the existence of a problem;
  - B. The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
  - C. Circumstances in which the escalation will occur in less than the normal timeframe;
  - D. The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;
  - E. Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
  - 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 Manager of any changes to the PEP.
- 3.7.4 Nothing in this section shall be construed to limit any rights of the Contract Manager or the State which may be allowed by the Contract or applicable law.

### **3.8 Service Level Agreement (SLA)**

- 3.8.1.1 Service Level Agreement Liquidated Damages

Time is an essential element of the RFP and it is important that the work be vigorously prosecuted until completion. For work that is not completed within the time(s) specified in the performance measurements below, the Contractor shall be liable for liquidated damages in the amount(s) provided for in this Contract, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders and/or Work Orders.

The parties agree that any assessment of liquidated damages shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as liquidated damages to compensate the State for the Contractor's failure to timely complete Contract work, including Work Orders.

For purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in Attachment F, Price Sheet.

#### 3.8.1.2 SLA Effective Date (SLA Activation Date)

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the "System Go-Live Date". The Contractor shall be responsible for complying with all performance measurements, and shall also ensure compliance by all Subcontractors.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

#### 3.8.1.3 Service Level Reporting

The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein. Monthly reports shall be available within five (5) business days of the reporting period.

The Contract Manager or designee will monitor and review Contractor performance standards on a monthly basis, based on Contractor-provided reports for this Contract. The Contractor shall provide a monthly summary report for SLA performance via e-mail to the Contract Manager.

If any of the performance measurements are not met during the monthly reporting period, the Contract Manager or designee will notify the Contractor of the standard that is not in compliance.

#### 3.8.1.4 Credit for failure to meet SLA

Contractor's failure to meet an SLA will result in a credit, as liquidated damages and not as a penalty, to the Monthly Charges payable by the State during the month of the breach. The reductions will be cumulative for each missed service requirement. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the result of a catastrophic failure affecting services and activities described in this RFP, all affected SLAs shall be credited to the State. In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 35% of the Monthly Charges.

Example: If the Monthly Charges were \$100,000 and all SLA's were missed, with an applicable 35% credit, the credit to the monthly invoice would be \$35,000, and the State would pay a net Monthly Charge of \$65,000.

#### 3.8.1.5 Root Cause Analysis

If the same SLA measurement yields an SLA credit more than once, the Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.

3.8.1.6 Service Level Measurements Table (System performance)

The Contractor shall comply with the service level measurements in the following table:

No .	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	Problem Response Time – High	Average Response Time for High Priority Problems.	98% <15 minutes	1%
2	Problem Response Time – Normal	Average Response Time for Normal or Low Priority Problems	98% <2 hours	1%
3	Problem Resolution Time – High	Resolution Time for each High Priority Problem	98% <4 hours	1%
4	Problem Resolution Time – Normal	Resolution Time for Normal Priority Problems	98% <24 hours	1%
5	Problem Resolution Time – Low	Resolution Time for Low Priority Problems	98% <72 hours	1%
6	Service Availability	All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. Contractor shall minimize or eliminate unscheduled network downtime to .5% or less.	<99.5%	See <a href="#">Attachment U</a> for methodology

3.8.1.7 Problem Response Definitions and Times

- A. The Contractor shall meet the Problem response time and resolution requirements.
- B. The Contractor shall provide a monthly report to monitor and detail response times and resolution times.

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Emergency	Less than 15 minutes	Within 2 hours of first report	24 hours per day, seven days per week	Major portions of the System are inaccessible  Systems or users are unable to work, or to perform some portion of their job.	Users or internal System functionalities are impaired.



Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
High	Less than 30 minutes	Within 4 hours after first report	24 hours per day, seven days per week	Major portions of the System are inaccessible  Systems or users are unable to work, or to perform some portion of their job.	Affects the majority of users to include public facing users  Affects high profile users (i.e. executive management)
Normal	Within 2 hours	Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Specific non-critical features are not operating as specified  Systems or users are unable to perform a small portion of their job, but are able to complete most tasks.	Affects a number of users
Low	Within 2 hours	Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Lower priority features that can be done manually are not operating as specified  Often a request for service with ample lead time.	Affects a number of users

**3.9 Deliverables**

3.9.1 Deliverable Submission

- 3.9.1.1 For every deliverable, the Contractor shall request the Contract Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- 3.9.1.2 For every deliverable, the Contractor shall submit by e-mail an Department Deliverable Product Acceptance Form (DPAF), provided as Attachment R, to the Contract Manager in MS Word (2007 or greater).
- 3.9.1.3 Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the Contract Manager’s discretion, the Contract Manager may request one hard copy of a written deliverable.

3.9.1.4 A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.

3.9.1.5 For any written deliverable, the Contract Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 3.9.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 3.9.3.

### 3.9.2 Deliverable Acceptance

3.9.2.1 A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 3.9.4 Deliverable Descriptions/Acceptance Criteria.

3.9.2.2 The Contract Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Manager is responsible for coordinating comments and input from various team members and stakeholders. The Contract Manager is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.

3.9.2.3 The Contract Manager will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment R). Following the return of the DPAF indicating “Accepted” and signed by the Contract Manager, the Contractor shall submit a proper invoice in accordance with the procedures in Section 3.12. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

3.9.2.4 In the event of rejection, the Contract Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

### 3.9.3 Minimum Deliverable Quality

The Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

- a. Each deliverable shall meet the following minimum acceptance criteria:
- b. Be presented in a format appropriate for the subject matter and depth of discussion.
- c. Be organized in a manner that presents a logical flow of the deliverable’s content.
- d. Represent factual information reasonably expected to have been known at the time of submittal.
- e. In each section of the deliverable, include only information relevant to that section of the deliverable.

- f. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- g. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- h. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

3.9.4 Deliverable Descriptions / Acceptance Criteria

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

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.9.4.1	Project Management Plan	This Plan should provide a high-level view of the methodologies and requirements of the EVS / IVR project. The plan will also include a clear timeline for the Contractor’s complete implementation, testing, and hosting/maintenance activities required to complete the project.	Draft: Seven (7) Calendar Days of Effective Date Final: Within fourteen (14) Calendar Days from Kick-Off Meeting  Updates: No more than semi-annually at the Contract Manager’s Discretion.
3.9.4.2	Work Breakdown Structure	The WBS shall provide a high level work schedule that identifies each project milestone and associated deliverable and describes the project work effort necessary to accomplish each milestone unless otherwise specified. Identify dependences and State responsibilities.	Draft: Seven (7) Calendar Days of Effective Date  Final: Within fourteen (14) Calendar Days from Kick-Off Meeting  Updates: No more than semi-annually at the Contract Manager’s Discretion.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.9.4.3	Staffing Management Plan	Provide a Staffing Management Plan that identifies the organizational structure and qualifications and the related experience of all Contractor Personnel assigned to this project. Propose an organization structure with sufficient staff with experience in performing the work described in this RFP and explain to what extent backup professional personnel are available to substitute for any loss of professional personnel identified as Key Personnel in the proposal.	Draft: Seven (7) Calendar Days of Effective Date  Final: Within fourteen (14) Calendar Days from Kick-Off Meeting
3.9.4.4	Communications Management Plan	This should include normal day-to-day contact and response information, as well as a Communication Management Plan in case of an emergency event.	Draft: Seven (7) Calendar Days of Effective Date  Final: Within fourteen (14) Calendar Days from Kick-Off Meeting  Updates: No more than semi-annually at the Contract Manager's Discretion.
3.9.4.5	Risk Management Plan	Plan that describes possible and real risks to completion of the project and lists possible mitigation plans to address those risks.	Draft: Seven (7) Calendar Days of Effective Date  Final: Within fourteen (14) Calendar Days from Kick-Off Meeting  Updates: No more than semi-annually at the Contract Manager's Discretion.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.9.4.6	Design Review Document	Document that details the Contractor’s understanding of DHMH’s business rules and how they are implemented in the EVS / IVR system.	<p>Draft: Within twenty-one (21) Calendar Days from the Kick-Off Meeting</p> <p>Final: Within twenty-eight (28) Calendar Days from Kick-Off Meeting</p> <p>Updates: No more than semi-annually at the Contract Manager’s Discretion.</p>
3.9.4.7	Security Management Plan	Document that details the required DHMH security guidelines for PHI data and how the Contractor meets the security requirements.	<p>Draft: Within twenty-one (21) Calendar Days from the Kick-Off Meeting</p> <p>Final: Within twenty-eight (28) Calendar Days from Kick-Off Meeting</p> <p>Updates: No more than semi-annually at the Contract Manager’s Discretion.</p>
3.9.4.8	Configuration Management and Quality Assurance Plan	Document that details how the Contractor will maintain updated configuration of the system and how Quality Assurance is managed.	<p>Draft: Within twenty-one (21) Calendar Days from the Kick-Off Meeting</p> <p>Final: Within twenty-eight (28) Calendar Days from Kick-Off Meeting</p> <p>Updates: No more than semi-annually at the Contract Manager’s Discretion.</p>
3.9.4.10	Training Materials	PDF copy of all training materials utilized during the Project mandated training.	<p>Ten (10) Calendar Days prior to system Go-Live Date</p> <p>Updates: No more than semi-annually at the Contract Manager’s Discretion.</p>

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.9.4.11	EVS / IVR User Guide	User guide for the Provider community that details the step by step process for the providers to call the EVS / IVR system to verify patient eligibility.	Draft: Twenty (20) Calendar Days prior to Go-Live Date
3.9.4.12	System Design Document	Technical document that details the complete system design, including changes that were made to the base system to address DHMH requirements.	Thirty (30) Calendar Days prior to Go-Live DATE
3.9.4.13	System Performance Test Results	Document that shows the results of the system performance test. Variables and test points shall be at the DHMH Contract Manager's discretion.	Ten (10) Calendar Days prior to system Go-Live Date
3.9.4.14	System Software Test Files/Data	Document that shows the results of the system software test. Variables and test points shall be at the DHMH Contract Manager's discretion.	Ten (10) Calendar Days prior to system Go-Live Date
3.9.4.15	Preventive Maintenance Plan	Plan that demonstrates the Contractor's approach to ensure that all preventive maintenance is completed in a timely and efficient manner.	At DHMH Contract Manager's discretion after system Go-Live.
3.9.4.16	Corrective Action Plan	This plan shall include, but not be limited to: description of all found defective system components, action taken and any system recommendations.	At DHMH Contract Manager's discretion after system Go-Live.
3.9.4.17	Service Delivery / Hosting Plan	Plan that details the delivery and hosting of the EVS / IVR system.	At DHMH Contract Manager's discretion after system Go-Live.
3.9.4.18	Daily Log File Report	Daily Report of all inbound/outbound transaction in sequence by recipient number.	Due daily to the Contract Manager after system Go-Live.
3.9.4.19	Customer Application Summary Report	See <a href="#">Attachment X</a> for a sample.	Due daily to the Contract Manager after system Go-Live.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.9.4.20	EVS Incoming Call Report	See <a href="#">Attachment Y</a> for a sample.	Due daily to the Contract Manager after system Go-Live.
3.9.4.21	EVS Exit Point Report	See <a href="#">Attachment Z</a> for a sample.	Due daily to the Contract Manager after system Go-Live.
3.9.4.22	Daily Audit Trail File	See <a href="#">Attachment V</a> for a sample.	Due daily to the Contract Manager after system Go-Live.
3.9.4.23	EVS / IVR Daily Load Report	See <a href="#">Attachment W</a> for a sample.	Due daily to the Contract Manager after system Go-Live.
3.9.4.24	Monthly Progress Report	<ul style="list-style-type: none"> <li>a) Work accomplished during the reporting period;</li> <li>b) Deliverable progress, as a percentage of completion;</li> <li>c) Problem areas;</li> <li>d) Planned activities for the next reporting period;</li> <li>e) Service Level Reporting</li> <li>f) An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced to date and paid to date.</li> <li>g) Other information as deemed appropriate by the Contract Manager</li> </ul>	Due seven (7) Calendar days after the reporting month.

**3.10 Work Order Process**

THIS SECTION IS NOT APPLICABLE TO THIS RFP.

**3.11 Insurance Requirements**

- 3.11.1 Any insurance furnished as a condition of this Contract shall be issued by a company authorized to business in this State.
- 3.11.2 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.11 “Insurance Requirements,” within five (5) Business Days from notice of recommended award. During the period of

performance for multi-year contracts the Contractor shall update certificates of insurance annually, or as otherwise directed by the Contract Manager.

3.11.3 The following type(s) of insurance and minimum amount(s) of coverage are required:

- 3.11.3.1 General Liability - The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 3.11.3.2 Errors and Omissions/Professional Liability - The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
- 3.11.3.3 Employee Theft Insurance - The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
- 3.11.3.4 Cyber Security / Data Breach Insurance - The Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of ten million dollars (\$10,000,000) per occurrence. The coverage must be valid in at all locations where work is performed or data or other information concerning the State's claimants and/or employers is processed or stored.
- 3.11.3.5 Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
- 3.11.3.6 Automobile and/or Commercial Truck Insurance - The Contractor shall maintain Automobile and/or Commercial Truck Insurance 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.

3.11.4 State Inclusion on Insurance

The State shall be listed as an additional insured on all policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Manager, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Manager receives a notice of non-renewal, the Contractor shall provide the Contract Manager with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

3.11.5 Subcontractor Insurance

The Contractor shall require that any subcontractors providing products/services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Manager with the same documentation as is required of the Contractor.



### 3.12 Invoicing

3.12.1 All invoices shall be submitted by the Contractor within 30 days of delivery of products/services and shall include, at the minimum, the following information:

- a. Name and address of the Department being billed
- b. Contractor name
- c. Products(s) and/or service(s) purchased listed separately including the amount for each individual charge (i.e., 5 – ABC Hardware @ \$2,000 Total \$10,000.00, 2 - CD Training @ \$100.00 Total \$200.00, Installation one-time cost \$300.00)
- d. Supporting Documentation
- e. E-mail address/phone number of Contractor's POC
- f. Remittance address
- g. Federal taxpayer identification or (if owned by an individual) Contractor's social security number
- h. Invoice period, invoice date, invoice number and amount due; and
- i. Purchase Order # being billed

3.12.2 Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information. Invoicing shall be accompanied by signed notice(s) of acceptance for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF (Attachment R) is not submitted.

3.12.3 Payment will only be made upon completion and acceptance of the deliverables as defined in Section 3.9.

3.12.4 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.

3.12.5 Invoicing shall be submitted monthly.

#### 3.12.6 FIXED PRICE INVOICE SUBMISSION PROCEDURE

- A. This procedure consists of the following requirements and steps:
- B. A proper invoice shall identify DHMH as the recipient and contain the following information: date of invoice, Contract number, deliverable description, deliverable number (e.g., "3.8.4.1."), period of performance covered by the invoice, a total invoice amount, and a Contractor point of contact with telephone number.
- C. The Contractor shall e-mail the original of each invoice and signed DPAF (Attachment R), for each deliverable being invoiced to the DHMH Contract Manager
- D. 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. Any final monthly invoice shall include all charges for data retention.

3.12.7 For the purposes of this 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.
- 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.

### **3.13 SOC 2 Type II Audit Report**

3.13.1 This clause applies to the Contractor and Subcontractors who host the implemented EVS / IVR System for the State. The Contractor and/or Subcontractors who provide services that handle Sensitive Data (see Handle definition in 1.2) for the EVS / IVR System must also comply with this clause, assuming the Contractor and/or Subcontractor receives copies of any data for use in providing services, including any system and/or user acceptance testing of the new System and any provided data that contains Sensitive Data.

3.13.2 The Contractor shall have an annual audit performed by an independent audit firm of the Contractor and/or Subcontractors' handling Sensitive Data and/or the Department's critical functions, which is identified as the EVS / IVR System and shall address all areas relating to information technology security and operational processes. These services provided by the Contractor and/or Subcontractors that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2)* as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:

3.13.2.1 The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Report"). The initial SOC 2 Report audit shall be scheduled and completed within a timeframe to be specified by the State and submitted to the Contract

Manager. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and shall be submitted to the Contract Manager by September 1 for the preceding calendar year.

- 3.13.2.2 The SOC 2 Report shall report on the description of the Contractor and/or Subcontractors' system and controls and the suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes relevant to the following trust principles: Security, Availability, and Confidentiality as defined in the aforementioned Guidance. The SOC 2 Report should also report on the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the contract, specifically the security requirements identified in Section 3.4.
- 3.13.2.3 The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the Contractor's and/or Subcontractors' environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through change orders or Work Orders under the Contract; or, due to changes in information technology or operational infrastructure implemented by the Contractor and/or Subcontractors. The Contractor and/or Subcontractors shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in each SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
- 3.13.2.4 The scope of the SOC 2 Report shall include work performed by any Subcontractors that provide essential support to the Contractor and/or essential support to the Information Functions and/or Processes provided to the Department under the Contract. The Contractor shall ensure the audit includes all of these Subcontractor(s) in the performance of the SOC 2 Report.
- 3.13.2.5 All SOC 2 Reports, including those of the Contractor and/or Subcontractor, shall be performed at no additional expense to the Department.
- 3.13.2.6 The Contractor and/or Subcontractors shall promptly provide a complete copy of the final SOC 2 Report to the Contract Manager upon completion of each annual SOC 2 Report engagement.
- 3.13.2.7 If the final SOC 2 Report does not contain a corrective action plan for reported audit findings, then the Contractor shall provide to the Contract Manager, within 30 calendar days of the issuance of each annual final SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor and/or Subcontractors along with the date(s) when each remedial action is to be implemented.
- 3.13.2.8 If the Contractor and/or Subcontractors currently have an annual information security assessment performed that includes the operations, systems, and repositories of the products/services being provided to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit

authorities whether the Contractor and/or Subcontractors' current information security assessments are acceptable in lieu of the SOC 2 Report.

3.13.2.9 If the Contractor and/or Subcontractors fail during the Contract term to obtain an annual SOC 2 Report by the date specified in 3.13.2.1, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes being provided by the Contractor and/or Subcontractors. The Contractor and/or Subcontractors agree to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the support and cooperation to the independent audit firm that is required to perform the SOC 2 Report. The Department will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.

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## 4 PROPOSAL FORMAT

### 4.1 Two-Part Submission

Offerors shall submit Proposals in separate volumes:

- a) Volume I – TECHNICAL PROPOSAL
- b) Volume II – FINANCIAL PROPOSAL

### 4.2 Volume I – Technical Proposal

**Note: Provide no pricing information in the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).**

#### 4.2.1 Format of Technical Proposal

The Technical Proposal will include all items detailed below. In addition to the following instructions, responses in the Offeror’s Technical Proposal must reference the RFP’s organization and section numbering (ex. “Section 3.2.1 Response”). This proposal organization will allow direct mapping between Offeror responses and RFP requirements by Section number and will aid in the evaluation process.

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

##### 4.2.2.1 Title Page and Table of Contents (Submit under TAB A)

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

##### 4.2.2.2 Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror’s Financial Proposal. The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included (see Section 1.14 “Public Information Act Notice”).

##### 4.2.2.3 Transmittal Letter (Submit under TAB B)

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP. The Transmittal Letter should include the following:

- A. Name and address of the Offeror;
- B. Name, title, e-mail address, and telephone number of primary contact for the Offeror;

- C. Solicitation Title and Solicitation Number that the Proposal is in response to;
- D. Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- E. Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- F. Offeror's eMM number;
- G. Offeror's MBE certification number (if applicable);
- H. Acceptance of all State RFP and Contract terms and conditions (see Section 1.24); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 4.2.2.4); and
- I. Acknowledgement of all addenda to this RFP issued before the Proposal due date.

#### 4.2.2.4 Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary should identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide products/services (if applicable). The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state. Acceptance or rejection of exceptions is within the sole discretion of the State. If there are no assumptions, the Offeror shall so state.

#### 4.2.2.5 Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Offeror Minimum Qualifications."

#### 4.2.2.6 Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

- A. The Offeror shall address each Scope of Work requirement (Section 3) in its Technical Proposal and describe how its proposed products/services, including the products/services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work requirement shall include an explanation of how the work will be performed. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible. The response shall address each requirement in Section 3 of this RFP in order, and shall contain a cross reference to the RFP requirement.
- B. The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required

products/services as outlined in RFP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.

- C. The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
- D. The offeror shall provide draft copies of the following documents with their proposal.
  - 1. Draft Staffing Management Plan
  - 2. Draft Communications Management Plan
  - 3. Draft Security Management Plan

#### 4.2.2.7 Experience and Qualifications of Proposed Staff (Submit under TAB F)

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the key personnel, including key personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section. **Offerors be aware of restrictions on substitution of key personnel prior to RFP award (see Section 1.23.E Substitution Prior to and Within 30 Days After Contract Execution).**

The Offeror shall provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

#### 4.2.2.8 Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- A. The number of years the Offeror has provided the similar services;
- B. The number of clients/customers and geographic locations that the Offeror currently serves;
- C. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
- D. The Offeror's process for resolving billing errors; and

- E. An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

#### 4.2.2.9 References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the products/services specified in this RFP. References used to meet any Offeror Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided products/services within the past five (5) years and shall include the following information:

- A. Name of client organization;
- B. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- C. Value, type, duration, and description of products/services provided.

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

#### 4.2.2.10 List of Current or Prior State Contracts (Submit under TAB I)

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

- A. The State contracting entity;
- B. A brief description of the products/services provided;
- C. The dollar value of the contract;
- D. The term of the contract;
- E. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- F. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

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

#### 4.2.2.11 Financial Capability (Submit under TAB J)

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

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

- A. Dunn and Bradstreet Rating;



- B. Standard and Poor's Rating;
- C. Lines of credit;
- D. Evidence of a successful financial track record; and
- E. Evidence of adequate working capital.

#### 4.2.2.12 Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.11. See Section 3.11.11 for the required insurance certificate submission for the apparent awardee.

#### 4.2.2.13 Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, 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. See Section 4.2.2.7 for additional Offeror requirements related to subcontractors.

#### 4.2.2.14 Legal Action Summary (Submit under TAB M)

This summary shall include:

- A. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- B. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- C. A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
- D. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

#### 4.2.2.15 Economic Benefit Factors (Submit under TAB N)

- A. The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. See COMAR 21.05.03.03A(3).
- B. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
- C. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.

- D. As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated Department personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
- E. Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:
1. generic statements that the State will benefit from the Offeror's superior performance under the Contract;
  2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
  3. tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under this Contract.
- F. Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.
- G. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
1. The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;**
  2. The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
  3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
  4. Subcontract dollars committed to Maryland small businesses and MBEs; and
  5. Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

#### 4.2.3 Additional Required Technical Submissions (Submit under TAB O)

The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.2.2.

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

- A. Completed Bid/Proposal Affidavit (Attachment B).
- B. Completed Maryland Living Wage Requirements Affidavit of Agreement (Attachment G-1).
- C. Completed Federal Funds Attachment (Attachment H).
- D. Completed Conflict of Interest Affidavit and Disclosure (Attachment I).
- E. Labor Classification Personnel Resume Summary (Attachment Q)

#### 4.2.4 Additional Required Submissions (Submit under Tab P)

**IMPORTANT!** Offerors shall furnish any and all agreements the Offeror expects the State to sign in order to use the Offeror's or Subcontractor(s) services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents.

- 4.2.4.1 Copy of any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement),

### 4.3 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in Attachment F. The Offeror shall complete the Price Sheet only as provided in the Price Sheet Instructions and the Price Sheet itself.

### 4.4 Proposal Packaging

- 4.4.1 Separate e-mails will be submitted for the Technical and Financial proposals. The subject lines of the e-mails shall be: Volume I - Technical Proposal for DHMH/OPASS 17-17402 - Eligibility Verification System / Interactive Voice Response (EVS/IVR) and Volume II - Financial Proposal for DHMH/OPASS 17-17402 - Eligibility Verification System / Interactive Voice Response (EVS/IVR) respectively. Each e-mail shall contain the submission documents detailed in section 4.
- 4.4.2 The Technical Proposal e-mail(s) shall be in Microsoft Word format (version 2007 or greater). Provide no pricing information in the Technical Proposal (Volume 1). Include pricing information only in the Financial Proposal (Volume II). A second version of Volume I in searchable Adobe .pdf format shall be submitted to support Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 "Public Information Act Notice").
- 4.4.3 The Financial Proposal e-mail shall include one file attachment containing all submission documents detailed in section 4.3, with password protection. DHMH will contact Offerors for the password to open each file. Each file shall be encrypted with the same password. A second electronic version of Volume II in searchable Adobe .pdf format shall be submitted to support

Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 “Public Information Act Notice”). Each .pdf format shall be packaged with the appropriate Volume.

- 4.4.4 DHMH can only accept e-mails that are less than or equal to a certain size. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.
- 4.4.5 An Offeror wishing to deliver a hard copy (paper) Proposal shall contact the Procurement Officer for instructions.

#### **4.5 Proposal Delivery**

- 4.5.1 Offerors may submit proposals by electronic means as described below to the address provided in the Key Information Summary Sheet.
  - A. Electronic means includes e-mail, as requested by the Procurement Officer. If the Proposal is to be submitted electronically, it must be submitted in MS Word and PDF formats. Any single e-mail must be no more than 25 Mb in size (See Sections 4.4 for additional labeling and packaging instructions).
- 4.5.2 The Procurement Officer must receive all Technical and Financial Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. If submitted via e-mail, the date and time of submission is determined by the date and time of arrival in the Procurement Officer’s e-mail box. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

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## 5 EVALUATION CRITERIA AND PROCEDURE

### 5.1 Evaluation Committee

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

### 5.2 Technical Proposal Evaluation Criteria

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

#### 5.2.1 Offeror's Technical Response to RFP Requirements and Work Plan (See RFP § 4.2.2.6)

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

#### 5.2.2 Experience and Qualifications of Proposed Staff (See RFP § 4.2.2.7)

#### 5.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 4.2.2.8 – 4.4.2.14)

#### 5.2.4 Economic Benefit to State of Maryland (See RFP § 4.2.2.15)

### 5.3 Financial Proposal Evaluation Criteria

5.3.1 All Qualified Offerors (see Section 5.5.2.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Evaluated Price within the stated guidelines set forth in this RFP and as submitted on Attachment F - Price Sheet.

5.3.2 For proposals submitted via e-mail, DHMH will contact Offerors for the password to access financial proposal data. DHMH will only contact those Offerors with proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the financial submission will be deemed not susceptible for award; subsequent submissions of content will not be allowed.

### 5.4 Reciprocal Preference

5.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses

preferences over Maryland contractors. COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

- 5.4.1.1 The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the products/services required under this RFP is in another state.
- 5.4.1.2 The other state gives a preference to its resident businesses through law, policy, or practice; and
- 5.4.1.3 The preference does not conflict with a Federal law or grant affecting the procurement Contract.
- 5.4.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

## **5.5 Selection Procedures**

### 5.5.1 General

- 5.5.1.1 The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- 5.5.1.2 In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

### 5.5.2 Selection Process Sequence

- 5.5.2.1 A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule (Attachment M-1) is included and is properly completed, if there is a VSBE goal.
- 5.5.2.2 Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.

- 5.5.2.3 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- 5.5.2.4 The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- 5.5.2.5 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may only perform limited substitutes of proposed personnel (see Section 1.23.E Substitution Prior to and Within 30 Days After Contract Execution).**

#### 5.5.3 Award Determination

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

### 5.6 Documents Required upon Notice of Recommended Award

Upon receipt of notice of recommended award, the following documents shall be completed, signed if applicable with original signatures, 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. Contract (Attachment A),
- B. Contract Affidavit (Attachment C),
- C. Non-Disclosure Agreement (Attachment J),
- D. HIPAA Business Associate Agreement (Attachment K),
- E. PEP (See Section 3.7), within ten (10) Working Days
- F. Evidence of meeting insurance certificate requirements (See Section 3.11.9)

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## **RFP ATTACHMENTS**

### **ATTACHMENT A – Contract**

This is the sample contract used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommended award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon mutual Contract execution, a fully-executed copy will be sent to the Contractor.

### **ATTACHMENT B – Bid/Proposal Affidavit**

This Attachment must be completed and submitted with the Technical Proposal.

### **ATTACHMENT C – Contract Affidavit**

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommended award.

### **ATTACHMENT D – Minority Business Enterprise Forms**

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D1-A through D-5. Attachment D-1A must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed non-responsive and rejected. Within 10 Working Days of receiving notification of recommended award, the Offeror must submit Attachments D-2, D-3A, D-3B and, if the Offeror has requested a waiver of the MBE goal, usually Attachment D-1C.

### **ATTACHMENT E – Pre-Proposal Conference Response Form**

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Offerors that plan on attending the Pre-Proposal Conference.

### **ATTACHMENT F – Financial Proposal Instructions and Price Sheet**

The Price Sheet must be completed and submitted with the Financial Proposal.

### **ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement**

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Technical Proposal.

### **ATTACHMENT H – Federal Funds Attachment**

If required (see Section 1.35), these Attachments must be completed and submitted with the Technical Proposal as instructed in the Attachments.

### **ATTACHMENT I – Conflict of Interest Affidavit and Disclosure**



If required (see Section 1.36), this Attachment must be completed and submitted with the Technical Proposal.

**ATTACHMENT J – Non-Disclosure Agreement**

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommended award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

**ATTACHMENT K – HIPAA Business Associate Agreement**

If required (Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommended award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

**ATTACHMENT L – Mercury Affidavit**

If required (see Section 1.40), this Attachment must be completed and submitted with the Technical Proposal.

**ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms**

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Technical Proposal. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommended award.

**ATTACHMENT N – Location of the Performance of Services Disclosure**

If required (see Section 1.42), this Attachment must be completed and submitted with the Technical Proposal.

**ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement**

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommended award.

**ATTACHMENT P – Non-Disclosure Agreement (Offeror)**

If required (see Section 1.37), this Attachment is to be completed and submitted prior to viewing any documentation set aside in a reading room in advance of the RFP due date.

**ATTACHMENT Q – Labor Classification Personnel Resume Summary**

If required, this Attachment is to be completed and submitted with the Technical Proposal.

**ATTACHMENT R – Department Deliverable Product Acceptance Form (DPAF)**

If required, this Attachment is to be completed upon deliverable acceptance by the State.

**ATTACHMENT S – Sample Work Order**

If required, this Attachment is to be completed by the State for any additional work under the general scope of this contract

**ATTACHMENT T – Proposal/Bid Bond**

If required (See Section 1.47), this Attachment is to be submitted for providing a Proposal/Bid Bond for this RFP. Submit as instructed in RFP.

**ATTACHMENT U – SLA Payment Methodology**

Attachment U provides the formula for calculating SLA payment for system inaccessibility.

**ATTACHMENT V – Daily Audit Trail File Sample**

Sample of report the Contractor shall provide.

**ATTACHMENT W – EVS/IVR Daily Load Report**

Sample of report the Contractor shall provide.

**ATTACHMENT X – Customer Application Summary Report**

Sample of report the Contractor shall provide.

**ATTACHMENT Y – EVS Incoming Call Report**

Sample of report the Contractor shall provide.

**ATTACHMENT Z – EVS Exit Point Report**

Sample of report the Contractor shall provide.

**ATTACHMENT AA – FY 2014 & 2015 Figures**

Attachment AA provides IVR inquiry figures for 2014 and 2015.

**ATTACHMENT BB – Recipient and Provider File Layouts**

Attachment AA provides a copy of the current Recipient and Provider File Layouts.

**ATTACHMENT CC – DHMH Business Rules**

Attachment CC provides a copy of the current Business Rules for the EVS/IVR system.

**ATTACHMENT A - CONTRACT**

Department of Health and Mental Hygiene (DHMH)

“Eligibility Verification System / Interactive Voice Response (EVS/IVR)”

DHMH/OPASS 17-17402

THIS CONTRACT (the “Contract”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ and, on behalf of the STATE OF MARYLAND, the MARYLAND Department of Health and Mental Hygiene (DHMH).

IN CONSIDERATION of the following, the parties agree as follows:

**1. Definitions**

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

- 1.1. “COMAR” means the Code of Maryland Regulations available on-line at [www.dsd.state.md.us](http://www.dsd.state.md.us).
- 1.2. “Contract” means this contract for Eligibility Verification System / Interactive Voice Response (EVS/IVR).
- 1.3. “Contractor” means \_\_\_\_\_, whose principal business address is: \_\_\_\_\_.
- 1.4. “Contract Manager” means the individual identified in Section 1.6 of the Request for Proposals (RFP), or a successor designated by the Department.
- 1.5. “Department” means the Department of Health and Mental Hygiene (DHMH).
- 1.6. “eMM” means eMaryland Marketplace.
- 1.7. “Financial Proposal” means the Contractor’s financial proposal dated \_\_\_\_\_.
- 1.8. “Minority Business Enterprise” (MBE) means an entity meeting the definition at COMAR 21.0 1.02.01B(54), which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.9. “Procurement Officer” means the person identified in Section 1.5 of the RFP or a successor designated by the Department.
- 1.10. “Proposal” collectively refers to the Technical Proposal and Financial Proposal.
- 1.11. “RFP” means the Request for Proposals for Eligibility Verification System / Interactive Voice Response (EVS/IVR), Solicitation # DHMH/OPASS 17-17402 and any amendments thereto issued in writing by the State.
- 1.12. “Software” means the object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. “Software” also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.
- 1.13. “State” means the State of Maryland.
- 1.14. “Technical Proposal” means the Contractor’s technical proposal dated \_\_\_\_\_.
- 1.15. “Veteran-owned Small Business Enterprise” (VSBE) means a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

**2. Scope of Contract**

- 2.1. The Contractor shall provide products and services as described in the RFP
- 2.2. These products and services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A through C, the terms of this Contract shall control. If there is any conflict among the exhibits, the following order of precedence shall determine the prevailing provision.

Exhibit A – The RFP

Exhibit B – The Contract Affidavit dated \_\_\_\_\_.

Exhibit C – The Proposal.

Exhibit D –Service Provider’s Terms of Service (TOS) dated \_\_\_\_\_

**3. Period of Performance**

- 3.1. The Contract shall start as of the date of full execution by the parties (the “Effective Date”). From this date, the Contract shall be for a period of three (3) years beginning <<anticipated Contract start date>> and ending on <<anticipated end date of base term of Contract>>.
- 3.2. The Contractor shall provide products and services under this Contract as of the date provided in a written Notice to Proceed.
- 3.3. Audit, confidentiality, document retention, Work Product (see §5.2) retention, warranty and indemnification obligations under this Contract and any other obligations specifically identified shall survive expiration or termination of the Contract.
- 3.4. In its sole discretion, the Department shall have the right to exercise an option to extend the Contract for two (2), one (1) – year renewal periods.

**4. Consideration and Payment**

- 4.1. In consideration of the satisfactory performance of the Contract, the Department shall promptly process a proper invoice for payment in accordance with the terms of this Contract.
- 4.2. The total payment for products and services provided under a fixed price contract or the fixed price element of a combined fixed price – time and materials contract, shall be the firm fixed price submitted by the Contractor in its Financial Proposal. For time and materials contracts, or contracts which include both fixed price and time and materials elements, total payments to the Contractor for the time and materials portion may not exceed \$<<enter the Not to Exceed amount>> (the “NTE Amount”). The Contractor shall notify the Contract Manager, in writing, at least 60 days before time and material obligations are expected to reach the NTE Amount. The Contractor shall have no obligation to perform the time and materials requirements under this Contract after payments reach the NTE Amount. The cessation of the Contractor’s obligation to perform under this paragraph 4.2 is expressly conditioned on the following: that prior to the NTE Amount being reached, the Contractor shall: (i) give the notice required under this paragraph 4.2; (ii) promptly consult with the Department and cooperate in good faith with the Department to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete critical work in progress prior to the date the NTE Amount will be reached; and (iii) secure data bases, systems, platforms and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.
- 4.3. The Contractor shall submit invoices as required in the RFP. Invoices that contain both fixed price and time and material items must clearly identify the items to either fixed price or time and material billing. Invoices for third-party software support and maintenance will be paid on an <<enter the payment cycle

(e.g., annual, monthly)>> basis. Each invoice must include the Contractor's Federal Tax Identification Number: <<enter the Contractor Tax ID number>>. The Contractor's eMM identification number is <<enter the Contractor's eMM ID number>>. 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. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager. The 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

- 4.4. 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.

## **5. Patents, Copyrights, Intellectual Property**

- 5.1. If the Contractor furnishes any design, device, material, process, or other item, which 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.
- 5.2. Except as provided in Section 5.4 of this Contract, the Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, software, graphics, mechanical, artwork, computations and data prepared by or for the Contractor for purposes of this Contract (Work Product) shall become and remain the sole and exclusive property of the State and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.3. Except as provided in Section 5.4 of this Contract, the Contractor agrees that at all times during the term of this Contract and thereafter, the Work Product shall be "works made for hire" as that term is interpreted under U.S. copyright law and shall be owned by the State. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product. In the event any Work Product is or may not be considered a work made for hire under applicable law, Contractor assigns and transfers to the State the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. Contractor shall execute all documents and perform such other proper acts as the State may deem necessary to secure for it the rights pursuant to this section.
- 5.4. Notwithstanding anything to the contrary in this Contract, to the extent (i) the Work Product incorporates any commercial-off-the shelf software (COTS) and/or any Pre-Existing Intellectual Property or (ii) any COTS and/or Pre-Existing Intellectual Property (other than a computer's operating system, supported internet browser, browser accessibility software or hardware if needed by the user, and software required to access a commonly-available data transmission tool or export format) is required to access, install, build, compile or otherwise use the Work Product (such COTS and Pre-Existing Intellectual Property individually and collectively referred to herein as "Third-party Intellectual Property," which shall be the sole property of Contractor or its third-party licensors, as applicable), Contractor hereby grants, on behalf of itself and any third-party licensors, to the State a royalty-free, paid-up, non-exclusive, unrestricted, unconditional, irrevocable, worldwide right and license, with the right to use, execute, reproduce, display, perform, distribute copies of internally, modify and prepare derivative works based upon, such Third-party Intellectual Property as may be necessary for the State to use the Work Product for the purposes for which such Work Product was designed and intended. "Pre-Existing Intellectual Property" means any program, utility or tool owned by Contractor or its third-party

licensors that was created by Contractor or its third-party licensors independently from its performance of this Contract and not solely using funds from this Contract.

- 5.5. Subject to the terms of Section 6, Contractor shall defend, indemnify, and hold harmless the State, including, but not limited to, the Department and its agents, officers, 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 claim the Work Product or any Third-party Intellectual Property infringes, misappropriates or otherwise violates 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, which consent may be withheld in the State's sole and absolute discretion. Contractor shall be entitled to control the defense or settlement of such claim (with counsel reasonably satisfactory to the State), provided that the State will, upon requesting indemnification hereunder: (a) provide reasonable cooperation to Contractor in connection with the defense or settlement of any such claim, at Contractor's expense; and (b) be entitled to participate in the defense of any such claim. Contractor's obligations under this section will not apply to the extent any Third-party Intellectual Property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of modifications made by the State in violation of the license granted to the State pursuant to section 5.4; provided that such infringement, misappropriation or violation would not have occurred absent such modification.
- 5.6. Without limiting Contractor's obligations under Section 5.5, if all or any part of the Work Product or any Third Party Intellectual Property is held, or Contractor or the State reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, 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 item in accordance with its rights under this Contract; (b) replace the item with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, in the State's sole and absolute determination, complies with the item's specifications, and all rights of use and/or ownership set forth in this Contract; or (c) modify the item so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and, in the State's sole and absolute determination, complies with the item's specifications and all rights of use and/or ownership set forth in this Contract.
- 5.7. Except for any Pre-Existing Intellectual Property and Third-Party Intellectual Property, 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.
- 5.8. Contractor, on behalf of itself and its subcontractors, hereby agrees not to incorporate, link, distribute or use any Third-party Intellectual Property in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to any State software (including any deliverable hereunder), including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third-party any rights to or immunities under any State intellectual property or proprietary rights. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall incorporate, link, distribute or use, in conjunction with the Work Product, any code or software licensed under the GNU General Public License ("GPL"), Lesser General Public License ("LGPL"), Affero GPL ("AGPL"), European Community Public License ("ECPL"), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause any State software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or such other open source software.

- 5.9. 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.
- 5.10. 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 Work Product delivered under this Contract.

## **6. Indemnification**

- 6.1. Contractor shall indemnify, defend, and hold the State, its directors, officers, employees and agents harmless from third-party liability for tangible property damage, bodily injury and death, and for fraud or willful misconduct of Contractor, including all related defense costs and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 6.2. The State has no obligation 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 by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 6.3. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 6.4. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.
- 6.5. Section 6 shall survive expiration of this Contract.

## **7. Limitations of Liability**

- 7.1. 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, including but not limited to personal injury; physical loss; or violations of the Patents, Copyrights, Intellectual Property sections of this Contract, as follows:
- 7.1.1. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 5 (“Patents, Copyrights, Intellectual Property”) of this Contract;
- 7.1.2. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

- 7.1.3. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract where liability is not otherwise set forth as being “without limitation,” and regardless of the basis on which the claim is made, Contractor’s liability shall not exceed three (3) times the value of the Contract. 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 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.
- 7.1.4 In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all Subcontractors shall be held to be agents of Contractor.

## **8. Prompt Pay Requirements**

- 8.1. If the Contractor withholds payment of an undisputed amount to its subcontractor, the State, 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.
- 8.2. 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 (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.
- 8.3. 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 subcontractor under this Contract, 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.
- 8.4 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 Minority Business Enterprise program.

## **9. Risk of Loss; Transfer of Title**

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are received and accepted by the State. Title of all such deliverables passes to the State upon acceptance by the State, subject to the State’s payment for the same in accordance with the terms of this Contract.

## **10. Source Code Escrow**

- 10.1. The State will be named as a beneficiary under an escrow agreement (“Escrow Agreement”) that shall be entered into between the Contractor and an escrow agent (“Escrow Agent”) within <<xxx>> days of



the date hereof pursuant to which Contractor shall deliver a Source Code Escrow Package to Escrow Agent. The term "Source Code Escrow Package" means: a) a complete copy in machine-readable form of the source code and executable code of the software licensed to the State under the Contract; b) a complete copy of any existing design documentation and user documentation; and/or c) complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. The Escrow Agreement shall govern the maintenance and release of the Source Code Escrow Package, and Contractor agrees to update, enhance, or otherwise modify such Source Code Escrow Package promptly upon each release of a new version of any component thereof. Contractor shall pay all fees and expenses charged by Escrow Agent, including, but not limited to, fees and expenses related to the State being a named beneficiary under the Escrow Agreement. The State shall treat the Source Code Escrow Package as Contractor's confidential information. Under all circumstances, the Source Code Escrow Package shall remain the property of Contractor. The State shall only use the Source Code Escrow Package as contemplated in the Contract (including, but not limited to confidentiality provisions and usage restrictions). The Escrow Agent shall maintain the Source Code Escrow Package in a repository located in the United States.

- 10.2. In the event that the Escrow Agent either ceases providing escrow services to Contractor or Contractor determines in its reasonable business judgment that the Escrow Agent is no longer providing acceptable services, Contractor shall replace the Escrow Agent with another escrow agent, using an agreement which provides the State with rights no less advantageous than those in the Escrow Agreement. In such case, the new escrow agent shall be substituted in all ways for the incumbent Escrow Agent with respect to Section 10.1 above and all references herein to Escrow Agent shall be deemed to include such substitute escrow agent.
- 10.3. Contractor shall inform the State of the availability of an escrow for any third party software solutions it provides to the State.
- 10.4. In addition to the rights and obligations contained in the Escrow Agreement referenced in Section 10.1, the State shall have the Software Escrow Package released by the Escrow Agent to the State's possession immediately upon any voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, including but not limited to a general assignment for the benefit of including but not limited to a general assignment for the benefit of creditors, the appointment of a receiver for business or assets; creditors, the appointment of a receiver for business or assets; Contractor's dissolution or liquidation, voluntary or otherwise; the State has compelling reasons to believe that such events will cause Contractor to fail to meet its obligations in the foreseeable future; or Contractor's discontinuance of support or failure to support in accordance with this Contract any software system or if the Contractor is otherwise unable or unwilling to provide the Source Code Escrow Package. This condition will also be considered met if after repeated e-mail and phone requests by the State for service, the State makes a request for service in writing to the Contractor's last known address served by certified signed receipt required mail delivery by U.S. Post Office or by a nationally recognized (in the United States) overnight carrier, and the Contractor remains unresponsive, meaning that the Contractor is unable to acknowledge message receipt, unwilling or otherwise unable to satisfy the request for a period longer than 45 days from attempt to deliver the written request.

## 11. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in Section 16.17.

## 12. Markings

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

**13. Exclusive Use and Ownership**

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 that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by the confidentiality and intellectual property terms of this Contract.

**14. Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, 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) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. 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 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.

**15. Parent Company Guarantee (If Applicable)**

[Corporate name of 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 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 Parent Company]" further agrees that if the State brings any claim, action, suit or proceeding against "[Contractor]", "[Corporate name of Parent Company]" may be named as a party, in its capacity as Absolute Guarantor.

**16. General Terms and Conditions**

Unless otherwise noted, the General Terms and Conditions are mandatory Contract Terms and cannot and will not be revised.

**16.1. 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.

**16.2. Maryland Law Prevails**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act (Commercial Law

Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract, the Software, or any software license acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

**16.3. Multi-year Contracts contingent upon Appropriations**

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 rights 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 of Maryland 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.

**16.4. Cost and Price Certification**

16.4.1. 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 a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- (1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the Procurement Officer; or
- (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the Procurement Officer.

16.4.2. 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 agreed upon between the parties, was inaccurate, incomplete, or not current.

**16.5. Contract Modifications**

The Procurement Officer may, at any time, by written order, make 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, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. Pursuant to COMAR 21.10.04, the Contractor must assert in writing its right to an adjustment under this section 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 Section 16.8, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

**16.6. 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 of Maryland 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.

**16.7. 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 21.07.01.12 (A)(2).

**16.8. Disputes**

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, 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 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 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.

**16.9. 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.

**16.10. Non-Hiring of Employees**

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, 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.

**16.11. 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, marital status, national origin, ancestry, or disability of a qualified person with a disability, sexual orientation, or any otherwise unlawful use of characteristics; (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.

**16.12. Commercial Non-Discrimination**

- 16.12.1. As a condition of entering into this Agreement, 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, disability, or other 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 Agreement and may result in termination of this Agreement, 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.
- 16.12.2. As a condition of entering into this Agreement, 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's 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 Agreement and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

**16.13. Subcontracting and Assignment**

The Contractor may not subcontract any portion of the services provided 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 State, each at the State's sole and absolute discretion. Any such subcontract or assignment shall include the terms of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractors.

**16.14. Minority Business Enterprise Participation**

There is no Minority Business Enterprise subcontractor participation goal for this Contract.

**DepartmentDepartmentDepartmentDepartmentDepartmentDepartment16.15. Insurance Requirements**

The Contractor shall maintain workers' compensation coverage, and property and casualty insurance as required in the RFP. The minimum limits of such policies must meet any minimum

requirements established by law and the limits of insurance required by the RFP, and shall cover losses resulting from or arising out of Contractor action or inaction in the performance of services under the Contract by the Contractor, its agents, servants, employees or subcontractors. Effective no later than the date of execution of the Contract, and continuing for the duration of the Contract term, and any applicable renewal periods, the Contractor shall maintain such insurance coverage and shall report such insurance annually or upon Contract renewal, whichever is earlier, to the Procurement Officer. The Contractor is required to notify the Procurement Officer in writing, if policies are cancelled or not renewed 35 days in advance of such cancellation and/or nonrenewal. Certificates of insurance evidencing this coverage shall be provided within five (5) days of notice of recommended award. All insurance policies shall be issued by a company properly authorized to do business in the State of Maryland. The State shall be named as an additional named insured on the property and casualty policy and as required in the RFP.

**16.16. Veteran Owned Small Business Enterprise Participation**

There is no VSBE subcontractor participation goal for this procurement.

An overall VSBE subcontractor participation goal has been established for this procurement as described in section 1.41 of the RFP.

**16.17. Security Requirements and Incident Response**

- 16.17.1. The Contractor agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and Department information security policy, currently found at <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>.
- 16.17.2. The Contractor agrees to notify the Department when any Contractor system that may access, process, or store State data or Work Product is subject to unintended access or attack. Unintended access or attack includes compromise by a computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- 16.17.3. The Contractor further agrees to notify the Department within twenty-four (24) hours of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Manager, Department chief information officer and Department chief information security officer.
- 16.17.4. The Contractor agrees to notify the Department within two (2) hours if there is a threat to Contractor's product as it pertains to the use, disclosure, and security of the Department's data.
- 16.17.5. If an unauthorized use or disclosure of any personally identifiable information (PII), protected health information (PHI) or other private/confidential data (collectively "Sensitive Data") occurs, the Contractor must provide written notice to the Department within one (1) business day after Contractor's discovery of such use or disclosure and thereafter all information the State (or State Department) requests concerning such unauthorized use or disclosure.
- 16.17.6. The Contractor, within one day of discovery, shall report to the Department any improper or non-authorized use or disclosure of Sensitive Data. Contractor's report shall identify:
  - (a) the nature of the unauthorized use or disclosure;
  - (b) the Sensitive Data used or disclosed,
  - (c) who made the unauthorized use or received the unauthorized disclosure;
  - (d) what the Contractor has done or shall do to mitigate any deleterious effect of the

- unauthorized use or disclosure; and
  - (e) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
  - (f) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- 16.17.7. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State (or State Department) and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- 16.17.8. This Section shall survive expiration or termination of this Contract.

**16.18. Suspension of Work**

The Procurement Officer 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.

**16.19. Nonvisual Accessibility Warranty**

- 16.19.1. The Contractor warrants that the information technology to be provided under the Contract.
- (a) provides equivalent access for effective use by both visual and non-visual means;
  - (b) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use;
  - (c) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and
  - (d) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access.
- 16.19.2. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

**16.20. Compliance with Laws/Arrearages**

The Contractor hereby represents and warrants that:

- 16.20.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 16.20.2 It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, 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 of

this Contract;

- 16.20.3. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- 16.20.4. 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.

**16.21. Contingent Fee Prohibition**

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

**16.22. Delays and Extensions of Time**

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. 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.

**16.23. Financial Disclosure**

The Contractor shall comply with the provisions of §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 of Maryland 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.

**16.24. Political Contribution Disclosure**

The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate \$200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

**16.25. Retention of Records and Audit**

- 16.25.1. The Contractor shall retain and maintain all records and documents in any way relating to



this Contract for three (3) years after close out of this Contract and final payment by the State under this Contract, or any applicable statute of limitations, prevailing federal or State law or regulation, or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed 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. The Contractor agrees to cooperate fully 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. All records related in any way to the Contract are to be retained for the entire time provided under this section.

16.25.2. This provision shall survive expiration of this Contract.

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

16.26.1. 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 (PHI) 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.

16.26.2. If in connection with the procurement or at any time during the term of the Contract, the Department determines that 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 Contractor acknowledges its obligation to execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form required by the Department.

16.26.3. 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; created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and 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.

**17. Administrative Information**

**17.1. Procurement Officer and Contract Manager**

The day-to-day work to be accomplished under this Contract shall be performed under the direction of the Contract Manager and, as appropriate, the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

**17.2. 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:

Tim Stein  
201 W Preston St. SS-6  
Baltimore MD, 21201  
Phone Number: (410) 767-4981  
E-Mail:tim.stein@maryland.gov

With a copy to:

Queen Davis  
Department of Health and Mental Hygiene (DHMH)  
201 W Preston St. 4th Floor  
Baltimore MD, 21201  
Phone Number: (410) 767-5335  
E-Mail:queen.davis@maryland.gov

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

CONTRACTOR

STATE OF MARYLAND

Department of Health and Mental Hygiene  
(DHMH)

\_\_\_\_\_  
By:

\_\_\_\_\_  
By: Van Mitchell

\_\_\_\_\_  
Date

Or designee:

\_\_\_\_\_

\_\_\_\_\_  
Date

Approved for form and legal sufficiency  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(BPW Item #)

**ATTACHMENT B - BID/PROPOSAL AFFIDAVIT**

**A. AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all quotes submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects 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.

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

**B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.**

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
  - (d) §7206, Fraud and False Statements, or
  - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14 above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**E. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

**G. SUBCONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.



**I. CERTIFICATION OF TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**J. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

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

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: \_\_\_\_\_

**L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

**I FURTHER AFFIRM THAT:**

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

**M. I FURTHER AFFIRM THAT:**

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

**N. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**ATTACHMENT C - CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I hereby affirm that I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE  
DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation —  domestic or  foreign;
- (2) Limited Liability Company —  domestic or  foreign;
- (3) Partnership —  domestic or  foreign;
- (4) Statutory Trust —  domestic or  foreign;
- (5)  Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13 221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland 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 the 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.

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement 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: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is available on the State Board of Elections website: [http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).

#### E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

#### I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:

The dangers of drug and alcohol abuse in the workplace;

The business's policy of maintaining a drug and alcohol free workplace;

Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and  
The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

Abide by the terms of the statement; and

Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

Take appropriate personnel action against an employee, up to and including termination; or

Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

#### F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 201\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true

and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_ (printed name of Authorized Representative and Affiant)

\_\_\_\_\_ (signature of Authorized Representative and Affiant)

**ATTACHMENT D - MINORITY BUSINESS ENTERPRISE FORMS**

The Minority Business Enterprise (MBE) subcontractor participation goal for this solicitation is 0%.

**ATTACHMENT E - PRE-PROPOSAL CONFERENCE RESPONSE FORM**

Solicitation Number DHMH/OPASS 17-17402

Eligibility Verification System / Interactive Voice Response (EVS/IVR)

A Pre-proposal conference will be held at 10:00 a.m. Local Time, on Wednesday, November 16, 2016, at 201 W. Preston Street, Lobby Level Conference Room L1, Baltimore, MD 21201. Please return this form by November 14, 2016, advising whether or not you plan to attend.

Return this form via e-mail or fax to:

Jane Rutkowski

DHMH/Office of Systems, Operation and Pharmacy

201 W Preston St. Baltimore MD 21201

Fax Number: (410) 333-7897

E-mail: [Jane.Rutkowski@maryland.gov](mailto:Jane.Rutkowski@maryland.gov)

Please indicate:

Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 “Pre-proposal conference”):

---

Signature

Title

---

Name of Firm (please print)



**ATTACHMENT F - Financial Proposal PRICING INSTRUCTIONS**

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

The Price Sheet is used to calculate the Offeror's TOTAL EVALUATED PRICE. Follow these instructions carefully when completing your Price Sheet:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at No Cost to the State must be clearly entered in the Unit Price, if appropriate, and Extended Price with \$0.00.
- E) Every blank in every Price Sheet shall be filled in. Any changes or corrections made to the Price Sheet by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Price Sheet, nothing shall be entered on or attached to the Price Sheet that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Price Sheet have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Price Sheet. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Price Sheet.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to: all labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Price Sheet are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

**ATTACHMENT F – PRICE SHEET**

Offeror Name: \_\_\_\_\_

	<b>TIMEFRAME</b>	<b>SUBTOTAL</b>	<b>TOTAL</b>
<b>Phase 1 – Project Initiation and System Development</b>	NTP – End of Phase 1		\$ _____
<b>Phase 2 – Operation and System Readiness</b>	Start of Phase 2 – System Go-Live Date		\$ _____
<b>Phase 3 – Performance and Maintenance</b>	Year 1-3 (Base Period)	\$ _____ monthly fee	\$ _____ monthly fee times 36 months
	Option Year 1	\$ _____ monthly fee	\$ _____ monthly fee times 12 months
	Option Year 2	\$ _____ monthly fee	\$ _____ monthly fee times 12 months
	<b>TOTAL Evaluated Price</b>		\$ _____  Basis of Award

The monthly hosting fee is the actual rate the State will pay for services and shall be recorded in dollars and cents. Fees shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Contractor to perform under the Contract.

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT G - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

Living Wage Requirements for Service Contracts

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/> and clicking on Living Wage for State Service Contracts.

**ATTACHMENT G-1 Maryland Living Wage Requirements Affidavit of Agreement**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract Is Exempt from the Living Wage Law**

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

\_\_\_ Bidder/Offeror is a nonprofit organization

\_\_\_ Bidder/Offeror is a public service company

\_\_\_ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000

\_\_\_ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract Is a Living Wage Contract**

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

\_\_\_ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

\_\_\_ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

\_\_\_ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative

Date

\_\_\_\_\_

Title

\_\_\_\_\_

Witness Name (Typed or Printed)

\_\_\_\_\_

Witness Signature

Date

**(submit with Bid/Proposal)**

**ATTACHMENT H - FEDERAL FUNDS ATTACHMENT**

A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance, are available from the Department of Health and Mental Hygiene.]

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$300,000 or more (\$500,000 for fiscal years ending after December 31, 2003) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OBM) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the Contract Manager.

- B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
- C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:



- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

*Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.*

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

**ATTACHMENT H-1**

**U.S. Department of Health and Human Services  
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

**ATTACHMENT H-2**

**DISCLOSURE OF LOBBYING ACTIVITIES**

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change  For Material Change Only: Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee   Tier _____, if known: Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
<b>11. Amount of Payment (check all that apply)</b>  \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply)</b>  <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment (check all that apply)</b>  <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: nature _____ value: _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>   (attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	

such failure.	
<b>Federal Use Only</b>	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING  
ACTIVITIES**

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**ATTACHMENT H-3**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

Public Health Service  
Health Resources and  
Service Administration  
Rockville, MD 20857

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

---

Signature of Authorized Certifying Individual

**ATTACHMENT I - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

Reference COMAR 21.05.08.08

**(submit with Bid/Proposal)**

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.
- C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_

(Authorized Representative and Affiant)

**ATTACHMENT J - NON-DISCLOSURE AGREEMENT (CONTRACTOR)**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (Department of Health and Mental Hygiene) (the “Department”), and \_\_\_\_\_ ( the “Contractor”).

**RECITALS**

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Eligibility Verification System / Interactive Voice Response (EVS/IVR) Solicitation # DHMH/OPASS 17-17402; and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all



other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. Contractor shall, at its own expense, return to the Department all Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract.

7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

- a. This Agreement shall be governed by the laws of the State of Maryland;
- b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
- c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
- d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
- e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;

- f. The Recitals are not merely prefatory but are an integral part hereof; and
- g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor: _____	DHMH
By: _____ (SEAL)	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1**

**LIST OF CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION**

<b>Printed Name and Address of Individual/Agent</b>	<b>Employee (E) or Agent (A)</b>	<b>Signature</b>	<b>Date</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____

**NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2**

**CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and

\_\_\_\_\_ (“Contractor”) dated \_\_\_\_\_, 20\_\_\_\_ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, HAVING MADE DUE INQUIRY.**

DATE: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

(Signature)

TITLE: \_\_\_\_\_

(Authorized Representative and Affiant)

**ATTACHMENT K - HIPAA BUSINESS ASSOCIATE AGREEMENT**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (the “Agreement”) is made by and between the Department of Health and Mental Hygiene (the “Department”) and

\_\_\_\_\_ (Insert Name of Contractor) (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§ 4-301 et seq.) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

**DEFINITIONS.**

A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean (Insert Name of Contractor).

2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean Department of Health and Mental Hygiene.

3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

**PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.**

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set, as defined at 45 CFR 164.514(e)(2) , for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State’s payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

**DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.**

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

- D. 1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;
2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
- a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
  - b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
  - c. Is in substantially the same form as ATTACHMENT K-1 attached hereto; and
  - d. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
    - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - ii. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
    - iii. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
    - iv. A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
    - v. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
  - e. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
  - f. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
  - g. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take

other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;

- h. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- i. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- j. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- k. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

#### **IV. TERM AND TERMINATION**

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for EVS/IVR, Solicitation # DHMH/OPASS 17-17402, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
  - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
  - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
  - 1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
  - 2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of



information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

#### **V. CONSIDERATION**

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

#### **VI. REMEDIES IN EVENT OF BREACH**

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

#### **VII. MODIFICATION; AMENDMENT**

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

#### **VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES**

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

#### **IX. COMPLIANCE WITH STATE LAW**

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

**X. MISCELLANEOUS**

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

- D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

- E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- F. Severability. If any term contained in this Agreement 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 Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT K-1**

**FORM OF NOTIFICATION TO COVERED ENTITY OF  
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between Department of Health and Mental Hygiene and \_\_\_\_\_  
(Business Associate).

Business Associate hereby notifies Department of Health and Mental Hygiene that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

\_\_\_\_\_  
\_\_\_\_\_

Date of the breach: \_\_\_\_\_ Date of discovery of the breach: \_\_\_\_\_

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: \_\_\_\_\_

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

\_\_\_\_\_  
\_\_\_\_\_

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

\_\_\_\_\_  
\_\_\_\_\_

Contact information to ask questions or learn additional information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**ATTACHMENT L - MERCURY AFFIDAVIT**

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

**ATTACHMENT M - VETERAN-OWNED SMALL BUSINESS ENTERPRISE**

The Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this solicitation is 0%.

**ATTACHMENT N - LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE**

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

**ATTACHMENT O - DHR HIRING AGREEMENT**

This solicitation does not require a DHR Hiring Agreement.



**ATTACHMENT P - NON-DISCLOSURE AGREEMENT (OFFEROR)**

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

**ATTACHMENT Q - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY**

**INSTRUCTIONS:**

1. For each person proposed, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith’s name and the subcontractor’s company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

2. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)**

RFP # DHMH/OPASS 17-17402

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:
Contractor:

**A. Education / Training**

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

**B. Relevant Work Experience**

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in the RFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work...
[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work...
<add lines as needed>	

**C. Employment History**

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

Personnel Resume Summary (Continued)

\*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

**D. References**

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	Senior Functional Project Manager
Requirement (See <a href="#">Section 2.2.1</a> )	Candidate Relevant Experience *
Education: Bachelor’s Degree from an accredited college or university in Engineering, Computer Science,	

Information Systems, Business or other related discipline.	
Current and Valid Project Management Professional (PMP) certification	
Project Management Experience	
Information Technology (IT) Project Management Experience	
Experience in a Leadership role on an Interactive Voice Response system implementation	

The information provided on this form for this labor category is true and correct to the best of my knowledge:

Contractor Representative:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

Proposed Individual:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Sign each form.**

**ATTACHMENT R - DEPARTMENT DELIVERABLE PRODUCT ACCEPTANCE FORM**

Department Name: Department of Health and Mental Hygiene

RFP Title: Eligibility Verification System / Interactive Voice Response (EVS/IVR)

Contract Manager: Tim Stein and (410) 767-4981

To: Contractor Name

The following deliverable, as required by Project Number (RFP #): DHMH/OPASS 17-17402 has been received and reviewed in accordance with the RFP.

Title of deliverable: \_\_\_\_\_

RFP Contract Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
Contract Manager Signature

\_\_\_\_\_  
Date Signed

**ATTACHMENT S - SAMPLE WORK ORDER**

*This attachment is not applicable to this RFP.*

**ATTACHMENT T - LABOR CATEGORIES**

A) Senior Functional Project Manager ..... 143

A) Senior Functional Project Manager

The following table details the minimum qualifications for the Senior Functional Project Manager:

**Table 5-1. Senior Functional Project Manager Minimum Qualifications**

Minimum Qualifications	Years of Experience
Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline.	N/A
Current and Valid Project Management Professional (PMP) certification	N/A
Project Management Experience	5 years
Information Technology (IT) Project Management Experience	3 Years
Experience in a Leadership role on an Interactive Voice Response system implementation	2 Years

**ATTACHMENT U - SLA PENALTY METHODOLOGY**

99.5% availability for the new EVS system will be computed using the following:

$$x = ((y - z)/y) * 100$$

x = Availability Percentage

y = total hours in calendar month

z = hours (including partial hours) the system was inaccessible due to an act, error, or omission by the Contractor

Contractor shall submit monthly invoices with credit applied as follows:

<b>AVAILABILITY</b>	<b>CREDIT</b>
<99.50 TO 97.00%	10%
<97.00 TO 95.00%	20%
<95.00%	30%



**ATTACHMENT V - DAILY AUDIT TRAIL FILE**

Field Number	Column Name	Max Length	Value/ Description	Request Data xref Column	Response Data xref Column	Call Stats xref Column	HDX Notes / patient and provider found	HDX Notes / error response	Notes
1	GroupTCN Tb.GS_CN TL	9	Must Contain the time the Inquiry was received in format: HHMMSS###			CallDate Time	System Time		
		1	(Comma)						
2	GroupTCN Tb.GS_Se nderID	15	Must Contain the value 'MMISEVS'						Hard Coded Value
		1	(Comma)						
3	GroupTCN Tb.GS_Re ceiveDate	8	Must Contain Date the Inquiry was received: YYYYMMDD			Call DateTime	System Date		
		1	(Comma)						
4	InquiryAu ditTb.INQ _TRN	30	Must Contain up to a 30 character Tracking Number	Asterisk Call ID			RHD trans ID. We'll probably never need it, but we should probably add a TRN segment to the response with this number as well.		
		1	(Comma)						

Field Number	Column Name	Max Length	Value/ Description	Request Data xref Column	Response Data xref Column	Call Stats xref Column	HDX Notes / patient and provider found	HDX Notes / error response	Notes
5	InquiryAuditTbINQ_Provider	10	Must Contain Provider Number (as keyed after last entry) or All 9's if: AAA_Code is NOT NULL and Provider Number not entered or Soft/Hard Hang Up and Provider Number not entered	ProviderID			Provider ID or NPI of inquiring provider		
		1	(Comma)						
6	InquiryAuditTbINQ_Recip Num	11	Must Contain Recipient Number or All 9's if: AAA_Code is NOT NULL and Recipient ID not entered or Soft/Hard Hang Up and Recipient ID not entered	RecipientID	270/2100C/NM109				
		1	(Comma)						
7	InquiryAuditTbINQ_RecipLast Name	35	May Contain Recipient Last Name				270/2100C,D/NM103		EVS only utilizes first two characters
		1	(Comma)						

Field Number	Column Name	Max Length	Value/ Description	Request Data xref Column	Response Data xref Column	Call Stats xref Column	HDX Notes / patient and provider found	HDX Notes / error response	Notes
8	InquiryAuditTbINQ_RecipNameCD	2	Must Contain Recipient Name Code or All 9's if: AAA_Code is NOT NULL and Recipient Name(CD) not entered or Soft/Hard Hang Up and Recipient Name(CD) not entered	NameCode			RECIP_NAME_CD	"99"	
		1	(Comma)						
9	InquiryAuditTbINQ_SSN	9	May Contain the recipient's SSN or NULL	SSN			RECIP_SSN	NULL	
		1	(Comma)						
10	InquiryAuditTbINQ_OriginalRecipientID	11	Must Contain Original Recipient Number (may be diff than what was keyed), or All 9's if: AAA_Code is NOT NULL and Recipient ID not entered or Soft/Hard Hang Up and Recipient ID not entered		CurrentIDNumber		RECIP_ID_NO	270/2100C/ NM109	
		1	(Comma)						

Field Number	Column Name	Max Length	Value/ Description	Request Data xref Column	Response Data xref Column	Call Stats xref Column	HDX Notes / patient and provider found	HDX Notes / error response	Notes
11	Response AuditTb.I NQ_Date	8	Must Contain the Inquiry date in format YYYYMMDD or '19000101' if AAA_Code is NOT NULL and Inquiry Date not entered or Soft/Hard Hang Up and Inquiry Date not entered	DateOfService			DOS from inquiry		
		1	(Comma)						
12	Response AuditTb.R ES_Elig	1	MUST Contain '1' or '6'		CoverageCode [Not Empty] = 1 [Empty] = 6		1 for active, 6 for inactive	6	1 = Active 6 = Inactive
		1	(Comma)						
13	Response AuditTb.R ES_DupCard	2	Expecting a 2 digit Duplicate Card Number (Could be 00)		DuplicateCardNumber		RECIP_DUP_CARD_CD	NULL	
		1	(Comma)						
14	Response AuditTb. RES_MCO	1	Expect to contain 'Y', "P" or NULL		PartCode1[2] = MCO			NULL	8/5 tc-Added "P" for Plan of MAP Recipient for BR31.
		1	(Comma)						
15	Response AuditTb.R ES_StateOnly	1	Expect to contain 'Y' or NULL		CoverageCode = X01,E03,E04		Could probably derive from P1140900-EVS-STATE-FED-IND	NULL	

Field Number	Column Name	Max Length	Value/ Description	Request Data xref Column	Response Data xref Column	Call Stats xref Column	HDX Notes / patient and provider found	HDX Notes / error response	Notes
		1	(Comma)						
16	Response AuditTb.RES_Facility	1	Expect to contain 'Y' or NULL		PartCode1[2] = LTC		PartCodes do not exist in record	NULL	
		1	(Comma)						
17	Response AuditTb.RES_ProgramPart1	3	May contain 3 Character Program Code or will be NULL		PartCode1		PartCodes do not exist in record	NULL	
		1	(Comma)						
18	Response AuditTb.RES_ProgramPart1_Desc	30	May contain up to 30 Character Program Description or NULL		PartCode1 Message		PartCodes do not exist in record	NULL	
		1	(Comma)						
19	Response AuditTb.RES_ProgramPart2	3	May contain 3 Character Program Code or will be NULL		PartCode2		PartCodes do not exist in record	NULL	
		1	(Comma)						
20	Response AuditTb.RES_ProgramPart2_Desc	30	May contain up to 30 Character Program Description or NULL		PartCode2 Message		PartCodes do not exist in record	NULL	
		1	(Comma)						
21	Response AuditTb.RES_REM	1	Expect to contain 'Y' or NULL		PartCode1[2] = APD, BLD, CON, DEG, IID, MET, NEO, OTH, PSA, TBI, TBW, VDP		PartCodes do not exist in record	NULL	
		1	(Comma)						

Field Number	Column Name	Max Length	Value/ Description	Request Data xref Column	Response Data xref Column	Call Stats xref Column	HDX Notes / patient and provider found	HDX Notes / error response	Notes
22	Response AuditTb.RES_PACE	1	Expect to contain 'Y' or NULL		PartCode1[2] = HMO		PartCodes do not exist in record, but may be able to derive from P1140900-EVS-HMO-CODE	NULL	
		1	(Comma)						
23	Response AuditTb.RES_Hospice	1	Expect to contain 'Y' or NULL		PartCode1[2] = HOS		PartCodes do not exist in record, May be able to derive from P1140900-EVS-RES-PCP-CODE	NULL	
		1	(Comma)						
24	Response AuditTb.RES_Medicare	1	May contain 'Y' or Null		AlsoMedicareInd		AlsoMedicareInd does not exist in record, May be able to derive from P1140900-EVS-BUY-IN-CODE	NULL	
		1	(Comma)						

Field Number	Column Name	Max Length	Value/ Description	Request Data xref Column	Response Data xref Column	Call Stats xref Column	HDX Notes / patient and provider found	HDX Notes / error response	Notes
25	Response AuditTb.RES_Family Planning	1	Expect to contain 'Y' or NULL		CoverageCode = P10, S12		CoverageCodes do not exist in record, May be able to derive from certain combinations of P114090 0-EVS-STATE-FED-IND and P114090 0-EVS-RES-PCP-CODE	NULL	
		1	(Comma)						
26	Response AuditTb.RES_Abortion	1	Expect to contain 'Y' or NULL		CoverageCode = S12, P02, P10, P11 = Abortions Not Covered		CoverageCodes do not exist in record, May be able to derive from certain combinations of P114090 0-EVS-STATE-FED-IND and P114090 0-EVS-RES-PCP-CODE	NULL	Indicated Coverage Codes trigger Abortions Not Covered response. 'Y' = Abortions Not Covered
		1	(Comma)						

Field Number	Column Name	Max Length	Value/ Description	Request Data xref Column	Response Data xref Column	Call Status xref Column	HDX Notes / patient and provider found	HDX Notes / error response	Notes
27	Response AuditTb.RES_Pharmacy	1	Expect to contain 'Y' or NULL		CoverageCode = S16, S08, S17, S18, S10, S12, S09, S11		CoverageCodes do not exist in record, May be able to derive from certain combinations of P114090 0-EVS-STATE-FED-IND, P114090 0-EVS-HMO-CODE, and P114090 0-EVS-RES-PCP-CODE	NULL	
		1	(Comma)						



Field Number	Column Name	Max Length	Value/ Description	Request Data xref Column	Response Data xref Column	Call Stats xref Column	HDX Notes / patient and provider found	HDX Notes / error response	Notes
28	Response AuditTb.RES_Fertility	1	Expect to contain 'Y' or NULL		CoverageCode = S12, P10 = Not Covered		CoverageCodes do not exist in record, May be able to derive from certain combinations of P114090 0-EVS-STATE-FED-IND, P114090 0-EVS-HMO-CODE, and P114090 0-EVS-RES-PCP-CODE	NULL	Indicated Coverage Codes trigger Infertility Treatments Not Covered response. 'Y' = Infertility Treatments Not Covered
		1	(Comma)						
29	Response AuditTb.RES_ESI	1	Expect to contain 'Y' or NULL		PartCode1[2] = ESI		PartCodes do not exist in record, nothing apparently similar.	NULL	
		1	(Comma)						
30	Response AuditTb.RES_QMB	1	Expect to contain 'Y' or NULL		CoverageCode = S03, S10		CoverageCode does not exist in record, nothing apparently similar.	NULL	
		1	(Comma)						

Field Number	Column Name	Max Length	Value/ Description	Request Data xref Column	Response Data xref Column	Call Stats xref Column	HDX Notes / patient and provider found	HDX Notes / error response	Notes
31	Response AuditTb.RES_ESPDT	1	Expect to contain 'Y' or NULL		EPSDTInd		No similar indicator exists	NULL	
		1	(Comma)						
32	Response AuditTb.RES_SLMB	1	Expect to contain 'Y' or NULL		CoverageCode = S07, S14, S08, S17, S18		CoverageCode does not exist in record, nothing apparently similar.	NULL	
		1	(Comma)						
33	Response AuditTb.RES_Alien	1	Expect to contain 'Y' or NULL		CoverageCode = X02, X03		CoverageCode does not exist in record, nothing apparently similar.	NULL	
		1	(Comma)						
34	Response AuditTb.RES_MCHP	1	Expect to contain 'Y' or NULL		CoverageCode = P03, P06, P07, P08, P12, P13, P14, D02, D04		CoverageCodes do not exist in record, May be able to derive from P1140900-EVS-MCHP-CODE	NULL	
		1	(Comma)						

Field Number	Column Name	Max Length	Value/ Description	Request Data xref Column	Response Data xref Column	Call Stats xref Column	HDX Notes / patient and provider found	HDX Notes / error response	Notes
35	Response AuditTb.RES_EB05	30	May contain up to 30 character narrative or NULL				NULL	NULL	EVS does not utilize this information.
		1	(Comma)						
36	Response AuditTb.RES_MAP	1	Expect to contain 'Y' or NULL				MAP Flag	NULL	When BR31 is passed, value = Y Else Blank
		1	(Comma)						
37	Response AuditTb.RES_TPLPhone	12	May Contain Phone Number or NULL				TPL information does not exist in record	NULL	Business Rule 9, Hard-coded value
		1	(Comma)						
38	Response AuditTb.RES_TPLPolicy1	15	May Contain up to a 15 character Policy Number or NULL				NULL	NULL	EVS does not utilize this information.
		1	(Comma)						
39	Response AuditTb.RES_TPLPolicy2	15	May Contain up to a 15 character Policy Number or NULL				NULL	NULL	EVS does not utilize this information.
		1	(Comma)						
40	Response AuditTb.RES_TPLPolicy3	15	May Contain up to a 15 character Policy Number or NULL				NULL	NULL	EVS does not utilize this information.
		1	(Comma)						
41	Response AuditTb.RES_TPLPolicy4	15	May Contain up to a 15 character Policy Number or NULL				NULL	NULL	EVS does not utilize this information.

Field Number	Column Name	Max Length	Value/ Description	Request Data xref Column	Response Data xref Column	Call Stats xref Column	HDX Notes / patient and provider found	HDX Notes / error response	Notes
		1	(Comma)						
42	Response AuditTb.RES_TPLPolicy5	15	May Contain up to a 15 character Policy Number or NULL				NULL	NULL	EVS does not utilize this information.
		1	(Comma)						
43	Response AuditTb.RES_OtherProviderName	35	May Contain up to 35 character Provider Name or NULL				Use P114090 0-EVS-PROVIDER to look up P114080 0-PROV-NAME	NULL	Business Rule 3,7,8,27,29
		1	(Comma)						
44	Response AuditTb.RES_OtherProviderid	10	May Contain 9 character provider number or NULL				P114090 0-EVS-PROVIDER	NULL	Business Rule 3,7,8,27,29
		1	(Comma)						
45	Response AuditTb.RES_OtherProviderPhone	10	May Contain a Telephone Number or NULL				Use P114090 0-EVS-PROVIDER to look up P114080 0-PROV-PHONE	NULL	Business Rule 3,7,8,27,29
		1	(Comma)						
46	Response AuditTb.RES_MAPPProviderName	35	May Contain up to 35 character Provider Name or NULL				Use P114090 0-EVS-PROVIDER to look up P114080 0-PROV-NAME	NULL	Business Rule 3,7,8,27,29

Field Number	Column Name	Max Length	Value/ Description	Request Data xref Column	Response Data xref Column	Call Stats xref Column	HDX Notes / patient and provider found	HDX Notes / error response	Notes
		1	(Comma)						
47	ResponseAuditTb.RES_MAPPProviderid	10	May Contain 9 character provider number or NULL				P114090 0-EVS- PROVIDE R	NULL	Business Rule 3,7,8,27,29
		1	(Comma)						
48	ResponseAuditTb.RES_MAPPProviderPhone	10	May Contain a Telephone Number or NULL				Use P114090 0-EVS- PROVIDE R to look up P114080 0-PROV- PHONE	NULL	Business Rule 3,7,8,27,29
		1	(Comma)						
49	Response AuditTb.RES_Facility Name	35	May Contain up to 35 Character Name of Facility or NULL				We do not have an equivalent to this field	NULL	Business Rule 5
		1	(Comma)						
50	Response AuditTb.RES_Facility Phone	10	May Contain Telephone Number				We do not have an equivalent to this field	NULL	Business Rule 5
		1	(Comma)						
51	Response AuditTb.AA_CODE	2	May Contain 2 character Error Code or NULL				NULL	67 for not found, 51 for provider not on file, 68 for >1 member found	
		1	(Comma)						

Field Number	Column Name	Max Length	Value/ Description	Request Data xref Column	Response Data xref Column	Call Stats xref Column	HDX Notes / patient and provider found	HDX Notes / error response	Notes
52	Response AuditTb.RES_SLM	3	May contain 'Y' or Null				We do not have an equivalent to this field	NULL	
		1	(Comma)						
53	Response AuditTb.RES_CoverageGrp	1	May Contain the CoverageCode at time of Inquiry				We do not have an equivalent to this field	NULL	
		1	(Comma)						
54	Response AuditTb.RES_TPL	1	May contain 'Y' or Null				We do not have an equivalent to this field	NULL	
			(Comma)						
55	Response AuditTb.RES_FED	1	May contain 'Y' or Null				We do not have an equivalent to this field	NULL	
			(Comma)						
56	Response AuditTb.RES_ProgramPhone1	12	May contain Phone1 from Waiver Table or Null (For Program Part 1)				We do not have an equivalent to this field	NULL	Business Rule 6
			(Comma)						
57	Response AuditTb.RES_ProgramPhone2	12	May contain Phone1 from Waiver Table or Null (For Program Part 2)				We do not have an equivalent to this field	NULL	Business Rule 6

Field Number	Column Name	Max Length	Value/ Description	Request Data xref Column	Response Data xref Column	Call Stats xref Column	HDX Notes / patient and provider found	HDX Notes / error response	Notes
			(Comma)						
58	Response AuditTb.RES_PAC	1	May contain 'Y' or Null				We do not have an equivalent to this field		Business Rule 30
			(Comma)						
59	Response AuditTb.RES_PACFFS	1	May contain 'Y' or Null		PP_Code = 'PAC' and Coverage Code != 'S09'		We do not have an equivalent to this field		Business Rule 32
			(Comma)						
60	Response AuditTb.RES_BHH	1	May contain 'Y' or Null		PP_Code = 'BHH'		We do not have an equivalent to this field		Business Rule 33
			(Comma)						
61	Response AuditTb.RES_PE	1	May contain 'Y' or Null		Coverage Code = C13		We do not have an equivalent to this field		Business Rule 34

**ATTACHMENT W - EVS / IVR DAILY LOAD REPORT**

Report Type: LOCAL\_HOST\_DATA Status Report

Start Date: 10/28/15

End Date: 10/29/15

Profile Name: MDDHMHEVS		
File Name	Prior Total	Current Total
DEMO.TXT	1,805,186	1,805,718
ELIG.TXT	5,397,793	5,403,271
BUY.TXT	197,811	197,861
TPL.TXT	94,528	94,650
CARR.TXT	1,946	1,946
IDLK.TXT	4,923,069	4,924,891
EVSPROV.TXT	162,336	162,397

Note: Red= ERROR: Yellow=WARNING or HARD STOP; Green = IMPORTING



**ATTACHMENT X - CUSTOMER APPLICATION SUMMARY REPORT**

Application: MDDHMHEVS DNIS: All					
Date	Calls	Minutes	Avg Call Duration (mm:ss)	Transfer Total	Transfer %/0
10/1/2015	8,946	12,162	01:22	138	1.5 %
10/2/2015	7,606	9,463	01:15	103	1.4
10/3/2015	1,227	1,338	01:05	3	0.2 %
10/4/2015	805	789	00:59	6	0.7 %
<b>10/5/2015</b>	9,756	13,036	01:20	140	1.4 %
10/6/2015	9,250	11,491	01:15	102	1.1 %
10/7/2015	9,067	11,386	01:15	105	1.2 %
10/8/2015	8,756	10,849	01:14	84	1.0 %
<b>10/9/2015</b>	7,378	9,102	01:14	97	1.3 %
10/10/2015	1,345	1,383	01:02	4	0.3
<b>10/11/2015</b>	1,196	1,313	01:06	2	0.2 %
10/12/2015	15,440	22,328	01:27	152	1.0 %
10/13/2015	11,800	16,597	01:24	138	1.2 %
10/14/2015	8,911	11,157	01:15	101	1.1 %
10/15/2015	8,517	10,819	01:16	94	1.1 %
10/16/2015	7,762	9,686	01:15	116	1.5
10/17/2015	1,300	1,460	01:07	13	1.0%
<b>10/18/2015</b>	1,117	1,149	01:02	1	0.1 %
<b>10/19/2015</b>	10,569	13,845	01:19	149	1.4 %
10/20/2015	9,340	11,575	01:14	103	1.1 %
10/21/2015	8,864	11,292	01:16	108	1.2 %
10/22/2015	8,425	10,768	01:17	124	1.5
10/23/2015	7,241	8,778	01:13	118	1.6
10/24/2015	1,298	1,483	01:09	7	0.5 %
10/25/2015	918	860	00:56	0	0.0
10/26/2015	9,509	12,162	01:17	132	1.4
10/27/2015	8,810	11,204	01:16	119	1.4
<b>Total</b>	<b>185,153</b>	<b>237,471</b>	<b>01:17</b>	<b>2,259</b>	<b>1.2 %</b>

Partner: State of MD Client: State of MD  
 Application: State of MD  
 Report Type: Call Volume and Transfer Statistics  
 Start Date: 10/1/2015 End Date: 10/28/2015

**ATTACHMENT Y - EVS INCOMING CALL REPORT**

Report Type: **Transfer Number By Application Report**

Start Date:10/27/2015 End Date: 10/28/2015

<b>Transfer Number</b>	<b>Count</b>	<b>% of Total</b>
<b>8004543730</b>	33	27.7%
<b>8007308543</b>	6	5.0%
<b>8009051722</b>	7	5.9%
<b>8009538854</b>	12	10.1%
<b>8552495019</b>	30	2.52%
<b>8778423210</b>	1	0.8%
<b>8888191043</b>	30	25.2%
	<b>119</b>	<b>100.0 %</b>

Partner: State of MD Client: State of MD  
Application: State of MD EVS  
Report Type: Transfer Number By Application Report

**ATTACHMENT Z - EVS EXIT POINT REPORT**

Report	Transfers	Transfer %	Normal	Hangups	Hangup %	Closed	Total
Start Date: 10/27/2015			End Date: 10/27/2015				
<b>Playback Menu</b>	0	0.0 %	84	3,637	41.3 %	0	3,721
<b>ELIGIBLE</b>	0	0.0 %	0	2,203	25.0 %	0	2,203
<b>Non Eligible Menu</b>	0	0.0 %	73	696	7.9 %	0	769
<b>Recipient Entry</b>	0	0.0 %	289	263	3.0 %	0	552
<b>SSN Entry</b>	0	0.0 %	72	370	4.2 %	0	442
<b>Provider Entry</b>	0	0.0 %	0	378	4.3 %	0	378
<b>MCO Menu Transfer</b>	119	1.4 %	107	23	0.3 %	0	249
<b>No Recipient</b>	0	0.0 %	36	112	1.3 %	0	148
<b>Non MCO Menu</b>	0	0.0 %	99	25	0.3 %	0	124
<b>No Provider Too Many Attempts</b>	0	0.0 %	109	0	0.0 %	0	109
<b>End Call Response</b>	0	0.0 %	41	0	0.0 %	0	41
<b>Name Code No Match</b>	0	0.0 %	35	0	0.0 %	0	35
<b>No Provider</b>	0	0.0 %	0	28	0.3 %	0	28
<b>DOS Too Old</b>	0	0.0 %	0	4	0.0 %	0	4
<b>Confirmation #</b>	0	0.0 %	0	3	0.0 %	0	3
	0	0.0 %	0	2	0.0 %	0	2
<b>DOS In Future</b>	0	0.0 %	0	1	0.0 %	0	1
<b>Welcome Message</b>	0	0.0 %	0	1	0.0 %	0	1
<b>Total</b>	<b>119</b>	<b>1.4 %</b>	<b>945</b>	<b>7,746</b>	<b>87.9 %</b>	<b>0</b>	<b>8,810</b>

Partner: State of MD

Client: State of MD

Application: State of  
MD Report Type: Exit  
Point

**ATTACHMENT AA - FY 2014 & 2015 FIGURES**

**FY 2014 IVR Inquiries**

<b>MONTH</b>	<b>TOTAL</b>
JULY 13	272,831
AUGUST 13	278,376
SEPTEMBER 13	242,403
OCTOBER 13	305,142
NOVEMBER 13	266,353
DECEMBER 13	242,740
JANUARY 14	272,721
FEBRUARY 14	254,660
MARCH 14	269,836
APRIL 14	285,692
MAY 14	284,959
JUNE 14	254,018

3,229,731

**FY 2015 IVR Inquiries**

<b>MONTH</b>	<b>TOTAL</b>
JULY 14	259,490
AUGUST 14	255,527
SEPTEMBER 14	259,701
OCTOBER 14	290,740
NOVEMBER 14	242,892
DECEMBER 14	257,366
JANUARY 15	245,705
FEBRUARY 15	239,129
MARCH 15	263,372
APRIL 15	285,692
MAY 15	248,963
JUNE 15	169,665

3,018,242

**ATTACHMENT BB - RECIPIENT AND PROVIDER FILE LAYOUTS**

**EVS INTERFACE FILE LAYOUT - PROVIDER**

**PROVIDER DEMOGRAPHIC**

FIELD DESCRIPTION	SIZE
PROV_BASE_NUM	7
PROV_LOCATION	2
PROV_NAME	35
PROV_PHONE	10
UPDATE_FLAG	1
PROV_NPI_N	10

**EVS/IVR INTERFACE FILE LAYOUT**

**RECIPIENT**

**DEMOGRAPHIC INFORMATION**

Element Name	Size
TRANSACTION_CODE	1
* ORIGINAL_RECIP_ID	11
RECIP_SS_NM	9
RECIP_LAST_NAME	20
RECIP_FIRST_NAME	15
RECIP_MIDDLE_INIT	1
RECIP_NAME_SUFFIX	4
RECIP_PHONE_NUM	10
RECIP_DT_OF_BIRTH	DATE 10
RECIP_DT_OF_DEATH	DATE 10
RECIP_ADDR_LINE_1	22
RECIP_ADDR_LINE_2	22
RECIP_COUNTY	2
RECIP_STATE	2
RECIP_ZIP_PLUS_4	9
RECIP_RACE_CD	1
MEDICARE_ID_NM	12
EPSDT_IND	1
RECIP_SEX_CD	1
TPL_IND	2
RECIP_INSURANCE_CD	2
REC_DATE_OF_ENTRY	DATE 10
RECIP_ID_NUM	11
BUY_IN_IND	1
DUP_CARD_CODE	1
CITIZEN_VERIFY	1
IDENTITY_VERIFY	1
REDET_DATE	DATE 10
RECIP_CITY	18
HOH_NAME	25
HOH_CASE	9
FILLER	46

**ELIGIBILITY**

Element Name	Size
TRANSACTION_CODE	1
* ORIGINAL_RECIP_ID	11
COVERAGE_GROUP	3
BEGIN_DATE	DATE 10
END_DATE	DATE 10
SPLIT_BILL_AMT	7V2
PARTICIPATION_IND	3
PROVIDER_NUMBER_1	9
PROVIDER_NUMBER_2	9
COVERAGE_TYPE	1
FILLER	15

**ID LINK**

Element Name	Size
TRANSACTION_CODE	1
* ORIGINAL_RECIP_ID	11
MAID	11
ID_BEGIN_DATE	DATE 10
ID_END_DATE	DATE 10
FILLER	25

**TPL CARRIER**

**TPL RECIPIENT**

Element Name	Size
TRANSACTION_CODE	1
* CARRIER_CD	6
INS_CO_NAME	25
ADDRESS_LINE_1	25
ADDRESS_LINE_2	25
CITY	18
STATE	2
ZIP+4	9
PHONE_NUM	10
FILLER	25

Element Name	Size
TRANSACTION_CODE	1
* ORIGINAL_RECIP_ID	11
* CARRIER_CD	6
TPL_POLICY_NM	15
GROUP_NM	15
TPL_BEGIN_DATE	DATE 10
TPL_END_DATE	DATE 10
TPL_TYPE_COV	1
FILLER	24

**BUY-IN (HCFA) DATA**

Element Name	Size
TRANSACTION_CODE	1
* ORIGINAL_RECIP_ID	11
CMS_PART_IND	1
CMS_BEGIN_DATE	DATE 10
CMS_END_DATE	DATE 10
FILLER	25

The (\*) denotes that the Original Recipient ID is the only field used for matching in MMIS. This field should be used to link the recipient data together from the daily files.



**ATTACHMENT CC - DHMH BUSINESS RULES**

	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
1.	<p>Recipient is not eligible</p> <p>2012/04/03 : Add CovGrp in (D02, D04) logic.</p> <p>2012/09/20 : Added BR17 and BR19 criteria</p> <p>2014/01/01 : Add DOS check for (D02, D04) logic.</p>	<p>No Eligibility record for the requested date</p> <p>- Use Original Recip id, and request date between Elig Beg Date and Elig End Date in Eligibility. No record selected means “no eligibility for the request date”.</p> <p>Or</p> <p>- <b>DOS &lt; 01/01/2014 and</b> Coverage Group in (‘D02’, ‘D04’)</p> <p>Select ParticipationInd from Eligibilitytb using OriginalRecipid and request date between EligBegDate and EligEndDate.</p> <p>Evaluate the value selected for ParticipationInd = spaces.</p> <p>Note: Recipient can also be determined as not eligible if BR17 or BR19 returns a null set and recipient does not qualify for any other BR.</p>	<p>Not eligible for date of service</p>

	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
2.	<p>Recipient is eligible</p> <p><u>2011/11/08</u>: Remove E03, E04, P10, S03, S07, S14.</p> <p><u>2012/02/16</u>: Remove D01, D03, S06, S08, S09, S10, S11, S12, S16, S17, S18, X01.</p> <p><u>2014/01/01</u>: Add 'X03' to exclusion logic.</p> <p><u>2014/12/30</u>: Added new BR for PE (C13)</p>	<p>There is an Eligibilitytb record for the requested date</p> <p>- Use OriginalRecipid, request date between EligBegDate and EligEndDate, and CoverageGrp not in ( 'X02', 'X03', 'C13') on Eligibilitytb.</p> <p>Record selected means "eligible for the request date".</p>	<p>Eligible for date of service</p>

	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
3.	<p>Recipient is in an MCO (Health Choice, For additional information about MCOs or the participant's eligibility, call Provider Relations at 410-767-5503 or 800-445-1159)</p> <p>2012/04/03 : Remove CovGrp not in (D02, D04) logic.</p> <p>2012/08/07 : Add logic to report "in MCO" when Participation code matrix values are SLM.</p> <p>2012/09/20 : Removed logic to report "in MCO" when Participation code matrix values are SLM.</p> <p>2016/03/28 : Updated Business Scenario column to reflect current webEVS. No update to IVR Updated selection criteria to support BHH logic</p>	<p>ParticipationInd = See participation code matrix</p> <ul style="list-style-type: none"> <li>- Select (ParticipationIND) OR (ParticipationIND (3<sup>rd</sup> Char) = alpha) using OriginalRecipId, and request date between EligBegDate and EligEndDate from Eligibilitytb.</li> <li><del>- Evaluate the value selected to match the valid values for Health Choice (MCO) or Stop-Loss (SLM) using the Participation code matrix.</del></li> </ul>	<p>Recipient is in Health Choice. MCO Name. MCO phone number.</p> <p>Transfer option</p>
4.	<p>Recipient is State only</p> <p>2011/02/16 : Remove X01. Discontinued 12/1/2009.</p> <p>2011/11/08 : CovGrp E03 &amp; E04 will fall under BR2 only. Remove coding logic.</p> <p>2011/08/04 : BR scheduled to be retired 09/2011</p>	<p>Coverage Group = "E03" or "E04"</p> <ul style="list-style-type: none"> <li><del>- Select CoverageGrp using OriginaRecipid, request date between EligBegDate and EligEndDate from Eligibilitytb from Eligibilitytb. The coverage group selected should be E03 or E04.</del></li> </ul>	<p>Eligible State</p>

	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
5.	<p>Recipient is in a facility</p> <p>2012/09/20 : Added '939' criteria</p>	<p>ParticipationInd = See participation code matrix</p> <ul style="list-style-type: none"> <li>- Select ParticipationIND using OriginalRecipId, and request date between EligBegDate and EligEndDate from Eligibilitytb.</li> <li>- Evaluate the value selected to match the valid values for LTC using the Participation code matrix.</li> <li>- If ParticipationInd = '939', then use Prog-Prov-Num2 from Eligibilitytb else use Prog-Prov-Num.</li> </ul>	<p>Recipient in a facility (facility name, facility phone number)</p>
6.	<p>Recipient has special waiver program code</p> <p>2012/09/20 : Added Waiver Program Phone Number2</p>	<p>ParticipationInd to be determined</p> <ul style="list-style-type: none"> <li>- Select ParticipationIND using OriginalRecipId, and request date between EligBegDate and EligEndDate from Eligibilitytb.</li> <li>- Evaluate the value selected to match the valid values for Special waiver codes using the Participation code matrix.</li> <li>- If the ParticipationIND returns a numerical value, it indicates dual participation. The Numerical code has to be looked up using participation code table and the appropriate IVR message associated with business rules will have to be sent.</li> <li>- Evaluate alpha Program_Cd value to match value on Waiver table for Waiver Name and phone.</li> </ul>	<p>&lt;Waiver Name&gt;</p> <p>Recipient is eligible for Special Waiver Services</p> <p>For more information, call &lt;Waiver Program Phone Number1 &gt; or &lt;Waiver Program Phone Number2 &gt;.</p>

	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
7.	Recipient is in PACE	<p>ParticipationInd = See participation code matrix</p> <ul style="list-style-type: none"> <li>- Select ParticipationIND using OriginalRecipId, and request date between EligBegDate and EligEndDate from Eligibilitytb.</li> <li>- Evaluate the value selected to match the valid values for HMO using the Participation code matrix.</li> </ul>	Recipient is in PACE Program. Program Name. Program Phone #.
8.	<p>Recipient is in Hospice</p> <p>2012/09/20 : Added '907' criteria</p>	<p>ParticipationInd = See participation code matrix</p> <ul style="list-style-type: none"> <li>- Select ParticipationIND using OriginalRecipId, and request date between EligBegDate and EligEndDate from Eligibilitytb.</li> <li>- Evaluate the value selected to match the valid values for HOS using the Participation code matrix.</li> <li>- If ParticipationInd = '907', then use Prog-Prov-Num2 from Eligibilitytb else use Prog-Prov-Num.</li> </ul>	Recipient has Hospice benefits. Facility name. Facility phone number.
9.	Recipient has TPL	<p>Has TPL record</p> <ul style="list-style-type: none"> <li>- Use OriginalRecipid and TPLIND equals "Y".</li> <li>- If record found on the RecipDemotb, the select TPL information from TPLReciptb for request date between TPLBegindate and TPLEnddate.</li> </ul>	<p>Recipient has other insurance. Policy number(s): Phone number:</p> <p>The insurance company listed should be billed prior to State Medicaid. For further information, call 410-767-1773.</p>

	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
10.	Recipient has REM program code.	<p>ParticipationInd = See participation code matrix</p> <ul style="list-style-type: none"> <li>- Select ParticipationIND using OriginalRecipId, and request date between EligBegDate and EligEndDate from Eligibilitytb.</li> <li>- Evaluate the value selected to match the valid values for REM using the Participation code matrix.</li> </ul>	<p><b><u>Recipient is in the Rare and Expensive Case Management Program (REM). All services for REM are reimbursed on a fee-for-service basis. Contact the REM program at 1-800-565-8190 for detailed information.</u></b></p>
11.	Recipient is in P02 or P11 (abortions not covered)	<p>CoverageGrp = P02 or P11</p> <ul style="list-style-type: none"> <li>- Select CoverageGrp using OriginaRecipid, request date between EligBegDate and EligEndDate from Eligibilitytb. The coverage group selected should be P02 or P11</li> </ul>	<p>Abortion is not covered</p>
12.	Recipient has family planning only	<p>CoverageGrp = P10</p> <ul style="list-style-type: none"> <li>- Select CoverageGrp using OriginaRecipid, request date between EligBegDate and EligEndDate from Eligibilitytb. The coverage group selected should be P10.</li> </ul>	<p>Recipient's benefits are limited to family planning services only. Abortion and Infertility services are not covered.</p>

	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
13.	<p>Recipient has pharmacy coverage only</p> <p><u>2011/08/04</u>: BR scheduled to be retired 09/2011. Remove coding logic.</p>	<p>CoverageGrp = S09, S11</p> <p><del>- Select CoverageGrp using OriginalRecipId, request date between EligBegDate and EligEndDate from Eligibilitytb. The coverage group selected should in (S09, S11)</del></p> <p>Give this message for inquiry dates before July 1, 2006 After June 30, 2006 see rules 29 and 30</p>	Maryland pharmacy assistance program
14.	<p>Recipient has ESI</p> <p><u>2011/08/04</u>: BR scheduled to be retired 09/2011. Remove coding logic.</p>	<p>CoverageGrp = D01 or D03</p> <p><del>- Select ParticipationIND using OriginalRecipId, and request date between EligBegDate and EligEndDate from Eligibilitytb.</del></p> <p><del>- Evaluate the value selected to match the valid values for ESI using the Participation code matrix.</del></p>	M chip premium, has employer sponsored insurance
15.	<p>Recipient has Medicare</p> <p><u>2011/11/08</u>: Removed S08, S10, S17, S18</p>	<p>CoverageGrp <b>NOT IN</b> (S03, S07, S09, S14) and has CMS record</p> <p>- Select CMS_PART_IND from CMStb using OriginalRecipID and request date between CMS_BEG_DATE and CMS_END_DATE.</p> <p>- If a row is not returned, the Recipient is not Medicare entitled.</p>	Medicare is primary payer. providers may not balance bill recipients

	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
16.	<p>Recipient Illegal or Ineligible Aliens – Emergency Medical Services</p> <p>2014/01/01 : Add X03 to condition.</p>	<p>CoverageGrp = X02, X03</p> <p>- Select CoverageGrp using OriginaRecipid, request date between EligBegDate and EligEndDate from Eligibilitytb. The coverage group selected should be X02 or X03.</p>	<p>Recipient covered for approved emergency services on approved dates only.</p>
17.	<p>Recipient is SLMB Only</p> <p>2007/07/27: Added Coverage Group S08 with date sensitive criteria</p> <p>2011/11/08: Removed S08 and strike through logic</p> <p>2012/09/20: Modified response</p>	<p>CoverageGrp = S07, S14</p> <p>- Select CoverageGrp using OriginaRecipid, request date between EligBegDate and EligEndDate from Eligibilitytb.</p> <p>- The coverage group selected should be in (S07, S14) and should be in CMS table on the same day to get the Medicare message. If not the recip is inactive Business rule # 1</p> <p><b>OR</b></p> <p><del>Coverage group selected = S08, recipient is active in the CMS table on the Inquiry Date, and Inquiry Date &gt; 2006-06-30.</del></p>	<p>Medical Assistance only covers recipient's Medicare Part B premium payment.</p>



	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
18.	<p>Recipient has SLMB and Pharmacy</p> <p><u>2011/08/04</u>: BR scheduled to be retired 09/2011. Remove coding logic.</p>	<p>CoverageGrp = S17, S18</p> <ul style="list-style-type: none"> <li>- <del>Select CoverageGrp using OriginaRecipid, request date between EligBegDate and EligEndDate from Eligibilitytb.</del></li> <li>- <del>Coverage group selected should be in (S17, S18) and should be in the CMS table ton the same day to get the Medicare message. If they are eligible they would get this message Pharmacy. Only same as business rule # 13</del></li> </ul>	<p>Dual pharmacy and Medicare part B premium payment only</p>
19.	<p>Recipient is QMB only</p> <p><u>2007/07/27</u>: Added Coverage Group S10 with date sensitive criteria</p> <p><u>2011/02/16</u>: Remove S10. No longer in use as of 08/2010 revision.</p>	<p>CoverageGrp = S03</p> <ul style="list-style-type: none"> <li>- Select CoverageGrp using OriginaRecipid, request date between EligBegDate and EligEndDate from Eligibilitytb.</li> <li>- Coverage group selected = S03 and should be in CMS table on the same day to get the Medicare message.</li> <li>- If not active in CMS table, recipient is inactive (business rule # 1)</li> </ul>	<p>Recipient is a Qualified Medicare Beneficiary (QMB). Medicare is primary payer. providers may not balance bill recipients.</p>

	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
20.	<p>Recipient has QMB and pharmacy</p> <p><u>Added Inquiry Date Criteria</u></p> <p>2011/08/04: BR scheduled to be retired 09/2011. Remove coding logic.</p>	<p>CoverageGrp = S10</p> <p><del>- Select CoverageGrp using OriginaRecipid, request date between EligBegDate and EligEndDate from Eligibilitytb. The coverage group selected should be S10, and should be in the CMS table on the same day to get the Medicare message. If they are eligible they would get this message Pharmacy only same as business rule # 13</del></p> <p>- Inquiry Date &lt; 2007-01-01.</p>	Pharmacy and Medicare primary payor
21.	<p>Recipient has family planning and Pharmacy</p> <p>2011/08/04: BR scheduled to be retired 09/2011. Remove coding logic.</p>	<p>CoverageGrp = S12</p> <p><del>- Select CoverageGrp using OriginaRecipid, request date between EligBegDate and EligEndDate from Eligibilitytb. The coverage group selected should be S12.</del></p>	Pharmacy and family planning, abortion and infertility treatments are not covered
22.	<p>Recipient is younger than 21</p> <p>2011/08/04: BR scheduled to be retired 09/2011. Remove coding logic.</p>	<p>CoverageGrp Not = S09 and</p> <p>ESPDTInd = "Y" or spaces</p> <p><del>- Use OriginalRecipid and ESPDTInd in (Y, spaces) in RecipDemotb.</del></p>	Recipient under twenty one

	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
23.	Duplicate Card Only	<p>If DUP_CARD_CODE &gt; 0</p> <p>- Use OriginalRecipid and DUP_CARD_CODE in RecipDemotb</p> <p>***Should not have DupCard if (S07, S14) per Janet S. Need CSR to change.</p>	<p>Valid card number: &lt;DUP_CARD_CARD&gt;</p> <p>A duplicate MA card has been issued and the previous card is no longer valid.</p>
24.	Inquiry included the recipients social security number vs. recipient number.	<p>No RecipId sent on 270</p> <p>-Use RecipSSN with First two positions of Last name from the 270</p> <p>- match against the RecipDemotb.</p> <p>Return the Current ID from RecipDemotb table</p>	Current Medical Assistance #
25.	<p>MCHP Health Choice</p> <p><u>2011/08/04</u>: BR scheduled to be retired 09/2011. Remove coding logic.</p>	<p>CoverageGrp in ( 'P03', 'P06', 'P07', 'P08', 'P12', 'P13', 'P14)</p> <p><del>-Select ParticipationIND using OriginalRecipId, and request date between EligBegDate and EligEndDate from Eligibilitytb.</del></p> <p><del>- Evaluate the value selected to match the valid values for HC using the Participation code matrix.</del></p>	M chip

	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
26.	<p>MCHP Premium Health Choice</p> <p><u>2011/08/04</u>: BR scheduled to be retired 09/2011. Remove coding logic.</p>	<p>CoverageGrp = D02 or D04</p> <p><del>-Select ParticipationIND using OriginalRecipId, and request date between EligBegDate and EligEndDate from Eligibilitytb.</del></p> <p><del>- Evaluate the value selected to match the valid values for HC using the Participation code matrix.</del></p> <p><del>-If not HC check business rule 10 REM give REM message else</del></p> <p><del>- If not HC or REM then not eligible message Business rule number 1</del></p>	<p>M chip premium, Health Choice (MCO name, MCO phone number)</p> <p>New transfer option</p>
27.	<p>Health Choice, Stop loss</p> <p><u>2011/08/04</u>: BR scheduled to be retired 09/2011. Remove coding logic.</p> <p><u>2012/09/20</u>: Revived BR.</p>	<p>ParticipationInd = See participation code matrix</p> <p><del>-Select ParticipationIND using OriginalRecipId, and request date between EligBegDate and EligEndDate from Eligibilitytb.</del></p> <p><del>- Evaluate the value selected to match the valid values for SLM using the Participation code matrix.</del></p>	<p>Health Choice, stop loss (MCO name, MCO phone number)</p> <p>Transfer option</p>
28.	<p>Maryland Pharmacy Discount Program</p> <p><u>2007/07/27</u>: Retired Business Rule. Coverage Group no longer active within 12 month historical window</p> <p><u>2012/08/11</u>: Remove BR logic. S16 is being reused and is now a Waiver reported under BR6. Remove coding logic..</p>	<p>CoverageGrp = S16</p> <p><del>-Select CoverageGrp using OriginalRecipId, request date between EligBegDate and EligEndDate from Eligibilitytb. The coverage group selected should equal S16</del></p>	<p>Maryland pharmacy discount program</p>

	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
29.	<p>Recipient is Primary Adult Care and enrolled in a PAC MCO</p> <p><u>2007/07/27</u>: Added CoverageGrps S08 &amp; S10 with date sensitive criteria.</p> <p><u>2012/08/11</u>: Remove discontinued CovGrps (S08,S10) and coding logic.</p> <p><u>2015/12/17</u>: BR is retired. S09 CovGrp discontinued</p>	<p>CoverageGrp = S09</p> <p>- Select CoverageGrp and ParticipationInd using OriginaRecipid, request date between EligBegDate and EligEndDate from Eligibilitytb.</p> <p>- ( CoverageGrp selected = S09) and (ProviderNum = PAC MCO)</p> <p><u>OR</u></p> <p>- CoverageGrp selected in (S08, S10) and recipient is NOT ACTIVE in CMSTb and (ProviderNum = PAC MCO)</p> <p><del>and ParticipationInd = 'PAC'</del></p>	<p>Recipient has PAC Primary Adult Care Coverage.</p> <p>MCO name:</p> <p>MCO phone number: Specialty Mental Health and HIV drugs are Fee For Service.</p> <p>Transfer option</p>
30.	<p>Recipient is Primary Adult Care Fee For Service</p> <p><u>2007/07/27</u>: Added CoverageGrps S08 &amp; S10 with date sensitive criteria.</p> <p><u>2012/08/11</u>: Remove discontinued CovGrps (S08,S10) and coding logic.</p> <p><u>2012/09/20</u>: Corrected PartInd = 'PAC' to read as PartInd ≠ 'PAC'</p> <p><u>2015/12/17</u>: BR is retired. S09 CovGrp discontinued</p>	<p>CoverageGrp = S09</p> <p>- Select CoverageGrp and ParticipationInd using OriginaRecipid, request date between EligBegDate and EligEndDate from Eligibilitytb.</p> <p>- ( CoverageGrp selected = S09) and (ProviderNum ≠ PAC MCO) and ParticipationInd ≠ 'PAC'</p> <p><u>OR</u></p> <p>- CoverageGrp selected in (S08, S10), and recipient is NOT ACTIVE in CMSTb) and (ProviderNum ≠ PAC MCO) and <del>ParticipationInd = 'PAC'</del></p>	<p>Recipient has Pharmacy and Outpatient Mental Health Coverage Only</p>

	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
31	<p>Recipient is in Medicare Advantage Plan (MAP).</p> <p><u>2009/07/29</u>: ADDED - MAP changes</p>	<p>ParticipationInd = See participation code matrix</p> <ul style="list-style-type: none"> <li>- Select ParticipationInd using OriginalRecipId and request date between EligBegDate and EligEndDate from Eligibilitytb.</li> <li>- Evaluate value to match valid values for MAP using matrix table.</li> </ul> <p>(A recipient meeting this BR will also be in BR15 or BR19)</p>	<p>Recipient is enrolled in Medicare Advantage Plan. Benefit payer is(MCO name, MCO phone number)</p> <p>Transfer option</p>
32	<p>Recipient has PAC and Fee-for-Service</p> <p><u>2012/08/11</u>: Added new BR</p> <p><u>2015/12/17</u>: BR is retired. S09 CovGrp discontinued</p>	<p>ParticipationInd = 'PAC' and CoverageGrp not equal to 'S09'</p> <ul style="list-style-type: none"> <li>- Select CoverageGrp and ParticipationInd using OriginaRecipid, request date between EligBegDate and EligEndDate from Eligibilitytb.</li> <li>- (CoverageGrp selected ≠ S09) and participationInd ='PAC' and (ProviderNum = PAC MCO)</li> </ul>	<p>Recipient has PAC on date of service with additional fee-for-service coverage for all other claims. PAC Primary Care Benefit Payor &lt;MCO Name&gt;, &lt;MCO Phone Number&gt;.</p> <p>Transfer option</p>

	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
33	<p>Recipient is in Health Home Services</p> <p>2014/05/30 : Added new BR</p> <p>2016/03/28 : Update Response to include somatic and behavioral health services and email.</p>	<p>ParticipationInd = See participation code matrix</p> <ul style="list-style-type: none"> <li>- Select ParticipationIND using OriginalRecipId, and request date between EligBegDate and EligEndDate from Eligibilitytb.</li> <li>- Evaluate the value selected to match the valid value "BHH" for Health Home Services using the Participation code matrix.</li> <li>- Evaluate value, 'BHH', to match value on Waiver table for &lt;Waiver Name&gt; and &lt;Waiver Program Phone Number1&gt; or &lt;Waiver Program Phone Number2&gt;.</li> </ul>	<p>&lt;Waiver Name&gt;</p> <p>Recipient is eligible for Behavioral Health Home Services in addition to covered somatic and behavioral health services. For more information email: <a href="mailto:dhmh.healthhomes@maryland.gov">dhmh.healthhomes@maryland.gov</a></p>
34	<p>Presumptive Eligibility</p> <p>2014/12/30 : Added new BR</p>	<p>CoverageGrp = C13</p> <ul style="list-style-type: none"> <li>- Select CoverageGrp using OriginalRecipId, request date between EligBegDate and EligEndDate from EligibilityTb.</li> <li>- The coverage group selected = C13.</li> </ul>	<p>Recipient is eligible Full Fee-For-Service Benefits. Hospital Presumptive Eligibility.</p>

	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
35	<p>Long Term Care Services Long Form Msg</p> <p>2016/02/19 : Added new BR</p>	<p>CoverageGrp = (A01, A02, A03, A04, D02 , D04, E05, F05, F98, P02, P03, P06, P07, P08, P10, P11, P12, P13, P14, W01 ) OR</p> <p>CoverageGrp = C13 and (Recp_Cov_Type = M or P)</p> <p>OR</p> <p>CoverageGrp = S13 and (Recp_Cov_Type = D)</p> <p>- Select CoverageGrp using OriginalRecipId, request date between EligBegDate and EligEndDate from EligibilityTb.</p> <p>- The coverage group selected = (A01, A02, A03, A04, D02 , D04, E05, F05, F98, P02, P03, P06, P07, P08, P10, P11, P12, P13, P14, W01 )</p> <p>OR</p> <p>CoverageGrp = C13 and (Recp_Cov_Type = M or P)</p> <p>OR</p> <p>CoverageGrp = S13 and (Recp_Cov_Type = D)</p>	<p>DHR/FIA form 9709 must be completed if long term care services are required.</p>



	Business Scenario	Recipient Record selection criteria	IVR/WebEVS Response
36	<p>Long Term Care Services Short Form Msg</p> <p>2016/02/19 : Added new BR</p>	<p>CoverageGrp = (F01,F02,F03,F99,S99,E01,E02,E03,E04,H01,G01,G02,G98,G99,S01,S02,S03,S04,S05,S06,S07,S14,S16,S98)</p> <p>- Select CoverageGrp using OriginalRecipId, request date between EligBegDate and EligEndDate from EligibilityTb.</p> <p>- The coverage group selected = (F01,F02,F03,F99,S99,E01,E02,E03,E04,H01,G01,G02,G98, G99,S01,S02,S03,S04,S05,S06,S07,S14,S16,S98)</p>	<p>DHR/FIA form 9709S must be completed if long term care services are required.</p>
37	<p>Redetermination Date</p> <p>2016/02/24 : Added new BR</p>	<p>If RtDet is greater than current date and not more than 2 years from current date then provide ReDet date else provide the Redet not available message</p> <p>- Use OriginalRecipid and RtDet in RecipDemotb</p>	<p>If true condition then</p> <p>Recipient's Re-Determination Date is &lt;RtDetDtm&gt;</p> <p>Else</p> <p>Recipient's Re-Determination Date is not available at this time.</p>