



DEPARTMENT OF
HEALTH AND MENTAL HYGIENE

201 W. Preston Street • Baltimore, Maryland 21201

Martin O'Malley, Governor – Anthony G. Brown, Lt. Governor – Joshua M. Sharfstein, M.D., Secretary



Request for Proposals

MERP Project Management Support and Quality Management Services

(PMSQMS)

SOLICITATION NO. DHMH OPASS- #12-10806

Issue Date: October 4, 2011

Minority Business Enterprises are Encouraged to Respond to this Solicitation

NOTICE

Prospective Offerors who have received this document from the Department of Health and Mental Hygiene's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that addenda to the RFP or other communications can be sent to them.

**STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to respond on this Contract, please fax this completed form to: 410-333-5958 to the attention of the Procurement Officer.

Title: MERP Project Management Support and Quality Management Services (PMSQMS)

Solicitation No: DHMH OPASS- #12-10806

1. If you have responded with a "no response", please indicate the reason(s) below:

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

2. If you wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
KEY INFORMATION SUMMARY SHEET**

Request For Proposals: **MERP Project Management Support and Quality Management Services (PMSQM)**

Solicitation Number: **DHMH OPASS # 12-10806**

Issue Date: **October 4, 2011**

RFP Issuing Office: **Maryland Department of Health and Mental Hygiene
Office of Systems, Operations & Pharmacy (OSOP)**

Procurement Officer: **Sharon Gambrill
Office Phone: (410) 767-5816
Fax: (410) 333-5958
e-mail: gambrills@dhmh.state.md.us**

Contract Monitor: **John Bohns
Office Phone (410) 767-1057
Fax (410) 333-5277**

Proposals are to be sent to: **Maryland Department of Health and Mental Hygiene
201 West Preston Street, Room SS-9
Baltimore, MD 21201
Attention: Zena Morris**

Pre-Proposal Conference: **October 12, 2011 at 9:00 AM Local Time
O'Connor Building
201 West Preston St, Room (L-1)
Baltimore, Maryland 21201**

Closing Date and Time: **November 10, 2011 @ 2:00 PM Local Time**

MBE Subcontracting Goal: **(enter amount of goal) 25 %**

Table of Contents

SECTION 1 - GENERAL INFORMATION.....	6
1.1 SUMMARY STATEMENT	6
1.2 ABBREVIATIONS AND DEFINITIONS	6
1.3 CONTRACT TYPE.....	7
1.4 CONTRACT DURATION.....	7
1.5 PROCUREMENT OFFICER.....	7
1.6 CONTRACT MONITOR	8
1.7 PRE-PROPOSAL CONFERENCE.....	8
1.8 eMARYLANDMARKETPLACE.....	8
1.9 QUESTIONS	9
1.10 PROPOSALS DUE - DATE AND TIME.....	9
1.11 DURATION OF OFFER	9
1.12 REVISIONS TO THE RFP	9
1.13 CANCELLATIONS; DISCUSSIONS	10
1.14 ORAL PRESENTATION	10
1.15 INCURRED EXPENSES.....	10
1.16 ECONOMY OF PREPARATION.....	10
1.17 PROTESTS/DISPUTES	10
1.18 MULTIPLE OR ALTERNATE PROPOSALS.....	11
1.19 ACCESS TO PUBLIC INFORMATION ACT NOTICE	11
1.20 OFFEROR RESPONSIBILITIES	11
1.21 STANDARD CONTRACT	11
1.22 PROPOSAL AFFIDAVIT.....	11
1.23 CONTRACT AFFIDAVIT.....	11
1.24 MINORITY BUSINESS ENTERPRISES.....	11
1.25 ARREARAGES	12
1.26 PROCUREMENT METHOD	13
1.27 VERIFICATION OF REGISTRATION AND TAX PAYMENT	13
1.28 FALSE STATEMENTS	13
1.29 PAYMENTS BY ELECTRONIC FUNDS TRANSFER	13
1.30 LIVING WAGE REQUIREMENTS.....	14
1.31 PROMPT PAYMENT POLICY.....	14
1.32 FEDERAL FUNDING ACKNOWLEDGEMENT AND CERTIFICATIONS.....	14
1.33 HIPAA - BUSINESS ASSOCIATE AGREEMENT	14
1.35 NON-VISUAL ACCESS	15
1.36 COMPLIANCE WITH LAW	15
1.37 SIGNATURES	15
1.38 NON-DISCLOSURE AGREEMENT	15
1.39 ACCEPTANCE OF TERMS AND CONDITIONS.....	16
SECTION 2 – OFFEROR MINIMUM QUALIFICATIONS.....	17
2.1 MINIMUM QUALIFICATIONS	17
SECTION 3 – SCOPE OF WORK.....	17
3.1 PURPOSE	17
3.1.2 GENERAL REQUIREMENTS	17
3.2 SCOPE OF WORK - REQUIREMENTS.....	18
3.3 REQUESTING AGENCY BACKGROUND.....	19
3.4 MERP PROGRAM BACKGROUND.....	20
3.5 ROLES AND RESPONSIBILITIES	21
3.6 REQUIREMENTS	22

The scope of work described in Section 3.6.1 are the tasks necessary to conduct the PMSQMS project. the scope of work described in sections 3.6.2 – 3.6.4 are the tasks required to provide oversight of the MERP implementation projects. 22

3.6.1	PROJECT MANAGEMENT.....	22
3.6.2	MEDICAID PROJECT MANAGEMENT OFFICE (MPMO)	25
3.6.3	QUALITY ASSURANCE/QUALITY CONTROL	28
3.6.4	MANAGEMENT CONSULTING	30
3.7	DELIVERABLES.....	32
3.7.1	DELIVERABLE SUBMISSION PROCESS	32
3.7.2	DELIVERABLE DESCRIPTIONS/ACCEPTANCE CRITERIA.....	33
3.8	CONTRACTOR PERSONNEL EXPERTISE REQUIRED	34
3.9	SECURITY REQUIREMENTS	41
3.10	MBE REPORTS.....	42
3.11	INVOICING AND PAYMENT TYPE	42
3.12	INSURANCE REQUIREMENT.....	43
3.13	REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES.....	44
SECTION 4 – PROPOSAL FORMAT		45
4.1	TWO PART SUBMISSION.....	45
4.2	PROPOSALS	45
4.3	DELIVERY	45
4.4	VOLUME I – TECHNICAL PROPOSAL	46
4.5	VOLUME II - FINANCIAL PROPOSAL	52
SECTION 5– EVALUATION CRITERIA AND SELECTION PROCEDURE		53
5.1	EVALUATION CRITERIA	53
5.2	TECHNICAL CRITERIA	53
5.3	FINANCIAL CRITERIA	53
5.4	RECIPROCAL PREFERENCE.....	53
5.5	SELECTION PROCEDURES.....	54
SECTION 6 - ATTACHMENTS.....		56
ATTACHMENT A – STANDARD CONTRACT		58
ATTACHMENT B – BID/PROPOSAL AFFIDAVIT		72
ATTACHMENT C - CONTRACT AFFIDAVIT.....		79
ATTACHMENT D – MINORITY BUSINESS ENTERPRISE GOAL AND FORMS.....		80
ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM		90
ATTACHMENT F – FINANCIAL PROPOSAL FORM AND INSTRUCTIONS		91
ATTACHMENT F – PRICE PROPOSAL – OPTION YEAR 1		96
ATTACHMENT F – PRICE PROPOSAL – OPTION YEAR 2.....		97
ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS.....		98
ATTACHMENT G-1 - MARYLAND LIVING WAGE AFFIDAVIT OF AGREEMENT		100
ATTACHMENT H – FEDERAL FUNDS REQUIREMENTS AND CERTIFICATIONS		102
ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE		109
ATTACHMENT J – BUSINESS ASSOCIATE AGREEMENT.....		110
ATTACHMENT J-1 - BREACH OF UNSECURED PROTECTED HEALTH INFORMATION		117
ATTACHMENT K (1) - NON-DISCLOSURE AGREEMENT (SOLICITATION)		118
ATTACHMENT K (2) – NON-DISCLOSURE AGREEMENT (AWARD)		125
ATTACHMENT L – BUSINESS INDEPENDENCE DISCLOSURE FORM		130
ATTACHMENT M – MERP Cost Management Plan		131
ATTACHMENT N – MERP SERVICE LEVEL METRICS.....		149
ATTACHMENT O – AGENCY RECEIPT OF DELIVERABLE FORM		160
ATTACHMENT P – AGENCY ACCEPTANCE OF DELIVERABLE FORM		161
ATTACHMENT Q – ACRONYM LIST		162

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Health and Mental Hygiene (DHMH), Office of Systems, Operations, and Pharmacy (OSOP) is issuing this Request for Proposal (RFP) to obtain the services of a contractor to provide OSOP with project management support in the form of a Medicaid Project Management Office (MPMO) support services and independent Quality Assurance and Quality Control (QA/QC) services. The contractor will provide these services for OSOP's Medicaid Enterprise Restructuring Project (MERP) comprised of: 1) the Design, Development and Implementation (DDI) of a replacement Medicaid Management Information Systems (MMIS) and Fiscal Agent (FA) operations services; 2) the ICD-10 remediation of Maryland's legacy MMIS, and; 3) the development and implementation of a decision support system (DSS).
- 1.1.2 It is the Department's intention to obtain services, as specified in this RFP, from a Contract between the successful Offeror and the State.
- 1.1.3 The Department intends to make a single award to the Offeror whose proposal is deemed to be the most advantageous to the State.
- 1.1.4 Offerors, either directly or through their sub-contractor(s), shall be able to provide all services and meet all of the requirements requested in this solicitation.

1.2 Abbreviations and Definitions

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

- a. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us
- b. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.
- c. **Contract Monitor (CM)** – The State representative for this project that is primarily responsible for contract administration functions, including issuing written direction, compliance with terms and conditions, monitoring this project to ensure compliance with the terms and conditions of the contract, and in achieving on budget/on time/on target (e.g., within scope) completion of the project.
- d. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- e. **DHMH** – Maryland Department of Health and Mental Hygiene.
- f. **Go-Live Date** – The date that the new MMIS is implemented into production.
- g. **ICD-10** - The International Classification of Diseases, 10th Revision.
- h. **LAN** – Local Area Network.
- i. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- j. **MBE** – A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03.

- k. **MERP** – Medicaid Enterprise Restructuring Project comprised of: 1) the Design, Development and Implementation (DDI) of a replacement Medicaid Management Information Systems (MMIS) and Fiscal Agent (FA) operations services; 2) the ICD-10 remediation of Maryland’s legacy MMIS, and; 3) the development and implementation of a decision support system (DSS).
- l. **Medicaid Project Management Office (MPMO)** – Project Management Office established by the successful offeror resulting from the PMSQMS solicitation.
- m. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov - keyword State Holidays.
- n. **Notice to Proceed (NTP)** – Letter from Contract Monitor to contractor stating the date the contractor can begin work subject to the conditions of the contract.
- o. **Offeror** – An entity that submits a proposal in response to this RFP.
- p. **Office of Systems, Operations and Pharmacy Project Management Office (OSOP PMO)** – Project Management Office established and maintained by the State.
- q. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative that can authorize changes to the Contract. DHMH may change the Procurement Officer at any time by written notice to the Contractor.
- r. **Request for Proposals (RFP)** – This Request for Proposals issued by the Maryland Department of Health and Mental Hygiene, OSOP, Solicitation Number OPASS-12-10806 dated October 3, 2011, including any addenda.
- s. **Service Level Metric (SLM)** – the levels of service (Attachment N) expected to be met by the MERP Implementation Contractor.
- t. **State** – “State” means the State of Maryland.
- u. **WAN** – Wide Area Network.

1.3 Contract Type

The Contract that results from this RFP shall be a time and materials (T&M) as defined at COMAR 21.06.03.05

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of four (4) years beginning on or about February 1, 2012 and ending January 31, 2016 two (2), one-year option years. The Contractor shall provide services upon receipt of a Notice to Proceed from the Contract Monitor.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Sharon Gambrill
 Maryland Department of Health and Mental Hygiene
 Office of Procurement and Support Services

201 West Preston Street, Room 416B
Baltimore, Maryland 21201
Phone Number: 410-767-5816
Fax Number: 410-333-5958
E-mail: gambrills@dhmh.state.md.us

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

1.6 Contract Monitor

The Contract Monitor is:

John Bohns
Maryland Department of Health and Mental Hygiene
Office of Systems, Operations, & Pharmacy
201. W. Preston Street – Rm SS-9
Baltimore, MD 21201
Phone Number: 410 767-1057
Fax Number: 410 333-5277
Email: jbohns@dhmh.state.md.us

DHMH may change the Contract Monitor at any time by written notice.

1.7 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on October 12, 2011 beginning at 9 am, at 201 West Preston St. Room L-3 Baltimore MD 21201. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

The Pre-Proposal Conference will be summarized. As promptly as is feasible, subsequent to the Pre-Proposal Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. This summary will also be posted on eMaryland Marketplace.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please mail, e-mail, or fax the Pre-Proposal Conference Response Form to the attention of the Contract Monitor (see sub-section 1.6) no later than October 7, 2011. The Pre-Proposal Conference Response Form is included as **Attachment E** to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call no later than October 7, 2011. DHMH will make a reasonable effort to provide such special accommodation.

1.8 eMarylandMarketplace

Each Offeror must indicate their eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of their Technical Proposal submission to this RFP.

eMM is an electronic commerce portal administered by the Maryland Department of General Services. In addition to using the DHMH web site <http://www.dhmh.md.gov/procumnt/procopps.html> and possibly other means of transmission, the RFP, associated materials, summary of the pre-proposal conference,

Offeror questions and Department responses, addenda, and other solicitation related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://ebidmarketplace.com/> and click on “Registration” to begin the process then follow the prompts.

1.9 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the pre-proposal conference. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted to the MPMOProcurement@dhhm.state.md.us

Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and suitable, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted to the Procurement Officer in a timely manner prior to the proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.10 Proposals Due - Date and Time

An unbound original and six (6) of bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in sub-section 1.5, no later than 2pm Local Time on November 10, 2011 in order to be considered. An electronic version (CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal in MS Word format must be enclosed with the original financial proposal. Ensure that the CDs are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial). (See Section 4.2 Proposals)

Requests for extension of this date or time will 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 21.05.03.02, proposals received by the Procurement Officer after the due date, November 10, 2011 at 2 pm Local Time will not be considered.

Proposals may not be submitted by e-mail or facsimile.

1.11 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, addenda will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the DHMH Current Procurements web page and through eMarylandMarketplace. Addenda made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all addenda to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. 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 its terms, additions, deletions or corrections.

1.13 Cancellations; Discussions

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 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 prior discussions or negotiations.

1.14 Oral Presentation

Offerors 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 clarification or change then becomes 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. Typically, oral presentations occur approximately two weeks after the proposal due date.

1.15 Incurred Expenses

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

1.16 Economy of Preparation

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

1.17 Protests/Disputes

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

1.18 Multiple or Alternate Proposals

Multiple proposals and alternate proposals will not be accepted.

1.19 Access to Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. (See Section 4.4.3.2 Claim of Confidentiality) This confidential and/or proprietary information should be identified by page and section number and placed after Title Page and before the Table of Contents.

1.20 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposal. Additional information regarding MBE subcontractors is provided under paragraph 1.24. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as, but not limited to, references and financial reports shall pertain exclusively to the Offeror unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.21 Standard Contract

By submitting an offer 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 herein as Attachment A. Any exceptions to this RFP or the contract must be raised prior to offer submission. Changes to the solicitation or contract made by the Offeror shall result in rejection of the Offeror's proposals.

1.22 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.

1.23 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 as **Attachment C** of this RFP. This Affidavit must be provided within five business days of notification of proposed Contract award, however, to speed processing the Offeror is urged to include it with the Technical Proposal.

1.24 Minority Business Enterprises

A minimum overall MBE subcontractor participation goal of 25 % has been established for the services resulting from this contract. See **Attachment D**.

1.24.1 A bidder or offeror must include with its bid or offer a completed *Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D1)* whereby:

- (1) The bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
- (2) The bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D1 with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1.24.2 Offerors are responsible for verifying that the MBE(s) selected to meet the subcontracting requirement and subsequently identified in Attachment D-1 is properly certified and has the correct NAICS codes allowing it to perform the intended work. The MDOT MBE Directory may be found on the Web at: <http://mbe.mdota.state.md.us/directory/>. See 1.24.4 below.

1.24.3 Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (1) Outreach Efforts Compliance Statement (Attachment D2)
- (2) Subcontractor Project Participation Statement (Attachment D3)
- (3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

1.24.4 A current directory of certified Minority Business Enterprises is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, P.O. Box 548, Hanover, Maryland 21076. The phone numbers are 410-865-1269, 1-800-544-6056 or TTY 410-865-1342. The directory is also available at <http://www.mdota.state.md.us>. The most current and up-to-date information on Minority Business Enterprises is available via this website.

1.25 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee

benefits, and that it shall not become in arrears during the term of the Contract if selected for Contract award.

1.26 Procurement Method

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation.

Address: State Office Building, Room 803
301 West Preston Street
Baltimore, Maryland 21201

Web Address: <http://www.dat.state.md.us/sdatweb/datanote.html>

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 Contract award.

1.28 False Statements

Offerors are advised that the Michie's Annotated Code of Maryland (Md. Code Ann.), State Finance and Procurement Article, §11-205.1 provides as follows:

- (a) In connection with a procurement contract a person may not willfully:
 - Falsify, conceal, or suppress a material fact by any scheme or device;
 - Make a false or fraudulent statement or representation of a material fact; or
 - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) 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.

1.29 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. Payment by electronic funds transfer is mandatory for contracts exceeding \$100,000. The selected 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://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>>

1.30 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to the Md. Code Ann., State Finance and Procurement Article, Title 18. Additional information regarding the State's Living Wage requirement is contained in **Attachment G** entitled *Living Wage Requirements for Service Contracts*. If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least (see amounts at <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>) per hour. The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the Contractor provides 50% or more of the services. If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract.

The Tier 1 Area includes Montgomery, Prince George's Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located. The Offeror must identify in their Offer the location(s) from which services will be provided.

Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage.

1.31 Prompt Payment Policy

This procurement and the contracts to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs 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 Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror must comply with the prompt payment requirements as outlined in sub-section 31 of the contract resulting from this solicitation (see Attachment A). Additional information is available on the GOMA website at: http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf

1.32 Federal Funding Acknowledgement and Certifications

1.32.1 There (are) (are not) programmatic conditions that apply to this contract, regardless of the type of funding.

1.33 HIPAA - Business Associate Agreement

Based on the determination by DHMH that the functions to be performed in accordance with Section 2 of this RFP constitute Business Associate functions as defined in HIPAA, the bidder shall execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in **Attachment**

J . The fully executed business associate agreement must be submitted within 10 working days after notification of award or award of contract, whichever is earlier. Should the Business Associate Agreement not be submitted upon expiration of the ten-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 next qualified offeror.

1.35 Non-Visual Access

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. 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.

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.dbm.maryland.gov - keyword nva.

1.36 Compliance with Law

By submitting an offer 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.

1.37 Signatures

Each proposal shall be signed by an officer authorized to make a binding commitment for the firm(s) submitting the proposals.

1.38 Non-Disclosure Agreement

1.38.1 The successful Offeror awarded a Contract will have access to certain documents and materials as may be required to fulfill the requirements of the RFP. The Contractors, employees and agents who require access to such documents as part of their contractual duties will be required to sign a Non-Disclosure Agreement.

1.38.2 All Offerors are advised that if a Contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Non-Disclosure Agreement. A copy of this Agreement is included for informational purposes as Attachment G - Non-Disclosure Agreement of this RFP. This Agreement must be provided within 5 business days of notification of proposed Contract award.

1.39 Acceptance of Terms and Conditions

By submitting an offer in response to this RFP, Offerors shall be deemed to have accepted all the terms and conditions.

In the event of a conflict between provisions of the Contract, the RFP, or any other document incorporated by reference into the Contract, the following order of precedence shall determine the prevailing provisions:

- (1) The Contract,
- (2) The Request for Proposals, including any addenda, and
- (3) The Contractor's Proposals, including any amendments.

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SECTION 2 – OFFEROR MINIMUM QUALIFICATIONS

2.1 MINIMUM QUALIFICATIONS

All of the following minimum qualifications are mandatory. The Offeror shall provide information in a transmittal letter to its proposal that includes details of how the Offeror meets the following minimum qualifications:

1. At least ten years of experience running a Project Management Office (PMO);
2. Experience in Project Management Support function for a Federal or State Health and Human Services Agency with operations of similar size and scope to Maryland's; and
3. The Offeror shall include a minimum of two (2) references each from a public sector client for whom work similar to this project in size, strength, and scope has been completed within the last 10 years. The references shall include the name of each client reference, point of contact, telephone number, and email address. DHMH has the right to contact any references of its choosing as part of the evaluation process, including references not provided by the Offeror but otherwise known to DHMH.

SECTION 3 – SCOPE OF WORK

3.1 Purpose

The State is issuing this solicitation for the purposes outlined in sub-section 1.1 of this RFP.

3.1.2 General Requirements

The Contractor selected through this RFP shall demonstrate in its proposal that it possesses the following expertise, in-house or through strategic alliances with other firms:

- 3.1.2.1 Knowledge of industry best practices in project management and quality management;
- 3.1.2.2 MMIS implementation oversight experience, to include project management and quality management services;
- 3.1.2.3 Capability of providing Project Management Institute (PMI) PMP-certified professionals to staff the engagement;
- 3.1.2.4 Experience with project management tools routinely available to government agencies;
- 3.1.2.5 Knowledge of Medicaid laws and policy, Medicaid Information Technology Architecture (MITA) and operations of Medicaid Programs including the

relationship between Health and Human Services (HHS) and Medicaid state programs;

- 3.1.2.6 Experience using automated testing and tools;
- 3.1.2.7 Expertise and experience in system development and on-going operations, including but not limited to planning Joint Application Design (JAD) sessions, preparing JAD materials, training JAD participants, conducting JAD sessions, and documenting JAD sessions; and
- 3.1.2.8 Experience and expertise in project management, administration and reporting for system development/replacement projects similar in size and scope to MERP projects for governmental entities.

3.2 Scope of Work - Requirements

3.2.1 The Contractor shall provide services in the following categories;

- A. Medicaid Project Management Office (MPMO): The Contractor shall communicate and coordinate with the MERP contractors' PMOs in managing the projects, as well as oversee the activities and processes of the responsibilities for transitioning of Maryland's MMIS legacy system to a replacement MMIS and FA operations. The Contractor shall be under the direction of and report to the OSOP Project Manager.
- B. MPMO Quality Assurance/Quality Control (QA/QC): The Contractor shall independently conduct quality assessments and confirm that an appropriate level of quality management activities is performed for all phases of the MERP project. These activities provide DHMH with appropriate visibility into the process being used and the products being built in the project. These QA/QC activities must be sufficient to assure that the MERP will satisfy the needs for which it was undertaken and that MERP's risks are well understood and appropriately mitigated. The QA/QC tasks shall include review of MERP deliverables for completeness and accuracy.
- C. MPMO Management Consulting Services: The Contractor shall provide project management support services, master contractor assessments, and risk assessment analysis services for the Inception, Elaboration, Construction, Transition, Operation and Maintenance, Certification, and Early Takeover phases of the MERP Project. The Contractor will assist the OSOP PMO in identifying significant risks and variances from the defined schedules, plans, and processes for the implementation as a whole. The Contractor shall provide subject matter expertise to aid the OSOP PMO in executing information technology initiatives that meet DHMH standards and remain consistent with DHMH's overall goals and objectives.

3.2.2 The specific objectives DHMH seeks to accomplish through the services described in this RFP are:

- A. Provide project management and quality assurance support to deliver responsive and reliable operations of the new MMIS, FA operations and DSS functions;
- B. Maintain compliance with all federal reporting requirements;

- C. Improve information access, integration and reporting capabilities;
- D. Promote integrity in the delivery of project management artifacts and project documentation;
- E. Provide application-specific and operation-specific project management consulting and planning activities; and
- F. Provide improved project management oversight and quality assurance across the MPMO.

3.3 REQUESTING AGENCY BACKGROUND

DHMH has the primary responsibility for the management of Medicaid's Medical Care Programs (MCP/Medicaid) for the State of Maryland. Management of MCP is divided into five administrations: OSOP, Office of Health Services, Office of Planning, Office of Finance and the Office of Eligibility Services.

The mission of the MCP is to ensure access to medically necessary and appropriate health care services for Marylanders who cannot afford them. The MCP's vision is to ensure that all Marylanders have access to quality health care services regardless of their financial status through delivery systems that will be seen as models in the health care industry.

Organizational responsibility for the MERP project has been placed with OSOP who manages the support of Maryland's MMIS, a federally mandated, on-line automated claims processing, adjudication and reporting system. The goals of the MMIS are to ensure that eligible individuals receive the health care benefits to which they are entitled and that providers are reimbursed promptly and efficiently.

The current MMIS system was bid as a transfer system in 1992. It is a legacy system used for the claims processing needs of the State of Maryland utilizing batch operations running on a mainframe processor.

Over the years, the MCP has become increasingly complex, with service changes, eligibility changes, and new regulations. The rate of change is among the highest of any major program serving the public, whether government or privately operated. New program requirements are difficult to address with the existing system. Labor-intensive "workarounds" are used to address these changes in the short-term, but do not represent long-term solution. In addition, like other Medicaid programs, rising costs threaten the MCP's long-term financial viability, pushing the State to find ways to ensure that the State delivers the maximum value for the cost.

DHMH intends to replace the existing system with a new MMIS system that shall support commercial-off-the-shelf (COTS) solutions, Call Center, Document Management and Customer Relationship Management (CRM) activities. The new MMIS system shall be geared toward:

- Ability to support future DHMH Service Oriented Architecture (SOA) infrastructure that integrates improved data sharing across agencies

- Automating claims and eligibility processing allowing the development of waiver, long-term care and State-run program eligibility solutions to directly address the inefficient eligibility determination process and eliminate stovepipe systems, and
- Improving care and Recipient management.

The State of Maryland has adopted the Medicaid Information Technology Architecture (MITA) framework as the basis of the new MMIS infrastructure and seeks to align the MITA Transition Planning Process with future MMIS improvements, in addition to adopting the “best practices” in information technology investments.

3.4 MERP PROGRAM BACKGROUND

OSOP submitted an Implementation Advance Planning Document (IAPD) to notify the Centers for Medicare & Medicaid Services (CMS) of the State’s intended improvements to the system and to secure approval for enhanced federal funding. In preparation for this request, DHMH assessed the current MMIS along with the current Medicaid processes and developed a transition plan to align with the federally mandated MITA requirements.

The new system will modernize existing system functions and significantly enhance the efficiency of the MMIS ensuring that eligible individuals receive the health care benefits to which they are entitled and that providers are reimbursed promptly.

DHMH intends to remediate the legacy MMIS to meet ICD-10 regulations and to replace its legacy MMIS claims processing system with a new MMIS system based on MITA principles including imaging and workflow management, and a robust business rules engine to aide in creating and managing flexible benefit plans. ICD-10 remediation scope of work can be found in APPENDIX A.

The new MMIS will process all Medicaid claims and eliminate the duplicative adjudication of Mental Hygiene, Developmental Disabilities Administrations, and dental claims. In addition, the new MMIS system will also support coordination of benefits, surveillance and utilization review, federal and state management reporting, and case management.

In conjunction with the MMIS replacement, DHMH intends to add a Decision Support System (DSS); implement a Service Oriented Architecture (SOA) Integration Framework to enable better interoperability with existing legacy applications, and develop a Member and Care Management portal. These enhancements will help eliminate manual processes and will improve general population health by targeting individuals by cultural or diagnostic or other demographic indicators to ensure appropriate and cost-effective medical, medically related social and behavioral health services are identified, planned, obtained and monitored for individuals identified as eligible for care management services under programs such as:

- Medicaid Waiver program case management
- Home and Community-Based Services
- Employed Individuals with Disabilities (EID)
- Primary Adult Care (PAC)
- Breast and Cervical Cancer
- Rare and Expensive Case Management (REM)

- Traumatic Brain Injury (TBI)
- Disease management
- Catastrophic cases
- Healthy Start Program

The SOA Integration Framework will allow a bi-directional real-time interface with the State’s Client Automated Resources Eligibility System (CARES) to improve access to the complete eligibility record, resolve data integrity issues across systems, improve claims payment accuracy by capturing the most current eligibility information, and support inter-agency coordination in order to provide appropriate and cost-effective medically necessary care management services. The SOA Integration framework will facilitate information sharing and integration of the Medicaid enterprise to allowing the creation of a single “source of truth” for recipient demographic, financial, socio-economic, and health status information. The resulting recipient data records will include eligibility and enrollment spans, and support flexible administration of benefits from multiple programs so that a recipient may receive a customized set of services. This will facilitate Member and Care management improvements by providing automation and flexibility with respect to the efficient handling of waiver program business processes and improve the payment of claims.

Upon completion, Maryland will have a modern and flexible solution for its Medicaid Program that aligns with MITA and will be able to support the future of healthcare, including electronic health records and patient-centric care programs.

In May, 2010, DHMH issued a request for proposal for a contractor to perform the DDI and FA operations of the new MMIS to reflect all of the above goals. DHMH evaluated all of the proposals submitted in response to that RFP and is in the process of awarding the contractor who will fulfill that RFP. MERP MMIS replacement and fiscal agent services scope of work and requirements can be found in APPENDIX B.

3.5 ROLES AND RESPONSIBILITIES

The following defines personnel roles and responsibilities under the RFP:

Procurement Officer – The Office of Procurement and Support Services (OPASS) representative responsible for managing the solicitation and award process, change order process, and resolution of scope issues.

OSOP Project Manager – The OSOP Project Manager is responsible for the day-to-day operations of the PMSQMS Contractor and for monitoring all deliverable sign-offs, reports, scheduling and other documents to ensure that the Contractor is meeting the terms of the contract.

Contractor – The prime contractor receiving award for this RFP. Contractor is responsible for supplying resources, personnel, and subcontractors, and managing their work to meet deliverables timely and report status of project to the OSOP Project Manager. The Contractor shall not subcontract the delivery of all or any part of the services provided to DHMH without the express prior written consent of OSOP Project Manager. OSOP Project Manager’s approval of a subcontractor shall not relieve the contractor of its obligation under this agreement. Nothing

contained in this RFP or Contract shall create any contractual relationship between a subcontractor and the DHMH.

The Contractor agrees to bind every subcontractor by the terms and conditions of this agreement, as far as suitable and applicable, to the work to be performed by the subcontractor or Contractor. The Contractor shall be fully responsible to DHMH for the acts and omissions of all subcontractors and Contractors and of persons directly or indirectly employed or contracted by any of them.

3.6 REQUIREMENTS

THE SCOPE OF WORK DESCRIBED IN SECTION 3.6.1 ARE THE TASKS NECESSARY TO CONDUCT THE PMSQMS PROJECT. THE SCOPE OF WORK DESCRIBED IN SECTIONS 3.6.2 – 3.6.4 ARE THE TASKS REQUIRED TO PROVIDE OVERSIGHT OF THE MERP IMPLEMENTATION PROJECTS.

3.6.1 PROJECT MANAGEMENT

The selected contractor shall:

- A. Provide a comprehensive project schedule within thirty (30) calendar days of the receipt of the Notice To Proceed. The project schedule will, at a minimum, include fields to name and describe the task, resource, planned start date, revised start date, actual start date, planned end date, revised end date, actual end date, percent complete, and task dependencies. The project schedule shall include all major tasks and milestones that will be required to complete the project. The project schedule shall be developed using MS Project and project tasks shall have durations not greater than eighty (80) hours. DHMH will review and approve the project plan. The Contractor selected will update its project work plan on a weekly basis. A copy of the updated project work plan will be provided at a weekly status meeting and with the Contractor's monthly report.
- B. Deliver an initial Staffing Plan with their response to this RFP. The Staffing Plan must include an organization chart showing how the Contractor proposes to staff the project. The Staffing Plan shall name key Contractor personnel and clearly describe all resource requirements (all personnel including, but not limited to, title, function, etc.) and roles, and responsibilities. The Contractor shall deliver a final Staffing Plan within thirty (30) calendar days from the Notice to Proceed. Review and updates to this plan are expected when there is a significant change in staffing or every six (6) months, whichever comes first.
- C. Hold weekly status meetings with the OSOP PMO and provide a brief written status update including at a minimum, an updated copy of the project schedule, activities completed, upcoming activities, issues, and risks to the project management office on a weekly basis. The OSOP PMO and the Contractor will determine the recurring day and time for this meeting. Weekly status meetings must begin within ten (10) days of the Notice to Proceed.
- D. Within forty-five (45) days from Notice to Proceed, submit a thorough and complete Risk Management Plan. The Plan shall include the Contractor's approach to managing

risk as well as describe the Contractor's understanding of risk management.

- E. Work with the state-appointed Change Control Board (CCB) to define procedures for the collection, management, and prioritization of information system requests. Requested enhancements shall also be reviewed by the CCB for compliance with DHMH's Change Management Plan policies and procedures, cost/benefit analysis, and enhancement feasibility. The CCB shall require an impact statement from the Contractor before reaching a decision to authorize or disapprove the request(s). The CCB shall review, approve and document all changes. While the Contractor shall participate in these meetings, the Contractor will not be a voting member. Approval of any items which may affect the terms and conditions of the contract must be submitted to the OSOP Project Manager to forward to the Procurement Officer for review, approval and processing as necessary. All requests shall originate with and be approved by the CCB. Changes governed by the Change Control Board may include, but are not be limited to:
- Project Schedule;
 - Project Management Plan;
 - Risk Management Plan;
 - Business Processes;
 - Requirements;
 - Design Documents;
 - Software Specifications; and
 - Hardware Specifications.
- F. Adherence to Maryland SDLC standards found at: <http://doit.maryland.gov/SDLC/Pages/SDLCHome.aspx> and Maryland Information Technology Security Policy and Standards found at: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx> and The Project Management Book of Knowledge (PMBOK[®]) standards.
- G. Provide written documentation of the deliverable sign-off procedures. The Contractor shall produce a sign-off template. Both the procedures and templates must be approved by the OSOP PMO. Deliverable sign-off procedures and template(s) are due within five (5) days of the Notice to Proceed.
- H. Maintain a complete electronic project document library and implement an appropriate project solution to allow monitoring, traceability, version control and edit/review functionality. The OSOP PMO shall have complete access to this library and tools at all times. At a minimum, the library will contain copies of the RFP, Contractor proposal, contract, and all final deliverables and project related documents. This library shall be delivered to the OSOP PMO upon conclusion of the contract.
- I. The Offeror shall make a recommendation and develop an Implementation Plan to establish Microsoft Sharepoint to support the MPMO and other functions within the Medical Care Program. The Offeror shall perform an assessment of the current Medical Care Program landscape and conduct requirements gathering to make a recommendation for the version of Sharepoint that is the best fit. After conducting the assessment and gathering requirements, the Offeror shall send their recommendation to the OSOP Project

Manager for evaluation. The recommendation at a minimum shall include the version of SharePoint (e.g. Foundation, Server, Enterprise) the Department should purchase and opportunities the Department should implement using SharePoint. The SharePoint opportunities shall be ranked according to need. After a Sharepoint solution is selected by OSOP the Offeror shall develop a Sharepoint implementation plan to implement the selected solution.

- J. Utilize an enterprise level management tool, which includes, at a minimum, a project portal, a collaboration site, a document repository, issue log and a risk tracking tool, to clearly record project management information, issues, risks, action items, project scope changes, deliverable review information, and other relevant project data.
- K. Where applicable, effectively organize and manage the individuals proposed on the project. This involves utilization and integration of both Contractor and DHMH staff. The Contractor shall be responsible for developing work plans, statements of work, project management plans, charters, and task lists that clearly delineate DHMH responsibilities and Contractor responsibilities and timelines. Such items as staff training and knowledge transfer must be addressed periodically throughout the contract period.
- L. Produce a Transition Out Plan that outlines the transition of the powers, duties, and functions of tasks and tools to DHMH or another vendor within 180 calendar days of the NTP. The Contractor shall develop an outline of the proposed content of the Transition Out Plan for the OSOP PMO review and comment. The Transition Out Plan will be issued in draft form for review. The final Transition Out Plan will be issued within five (5) business days of the receipt of the OSOP PMO comments. The Transition Out Plan will be updated within 180 days of the Notice to Proceed for any option years that the OSOP PMO chooses to exercise.
- M. Make certain that contract staff are working onsite and shall be available to DHMH OSOP Leadership during the project's normal working day (8:30 AM to 6:00 PM, Monday through Friday). The Contractor Project Manager shall also ensure that staff is available to work on holidays, evenings, and weekends as directed and required by the OSOP PMO.
- N. Produce a SLM Monitoring Transition Plan that details the transition of all processes, procedures and software necessary to allow DHMH personnel to independently monitor the MERP Service Level Metrics. DHMH shall retain ownership or be the licensee for any and all software solutions used. The Transition Plan must identify all fees associated with owning the SLM monitoring solution.
- O. Providing reports: The OSOP PMO and the Contractor shall jointly determine recipients, frequency, and format of all reports following Notice to Proceed. The Contractor shall be welcome to recommend additional reports. During the term of the contract, the Contractor shall provide the following reports:
 - a) The Contractor shall provide weekly status reports in the format dictated by the OSOP Project Manager.
 - b) The Contractor shall provide a monthly progress report submitted by the fifteenth (15th) day following the close of the period. If the fifteenth day falls on a

weekend or holiday, the report must be delivered the last work day before the fifteenth day of the month. At a minimum, the monthly progress report shall contain:

- Agency name,
 - Contract number,
 - Work accomplished during the month,
 - Deliverable progress, as a percentage of completion.
 - Problem areas, including scope creep or deviation from the work plan,
 - Planned activities for the next reporting period,
 - Performance Readiness Review (PRR) Committee activities, as applicable,
 - Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule, and
 - 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.
- c) The Contractor shall provide a quarterly report consisting of suggestions for continuous improvement and information on emerging best practices in project management.
- d) The Contractor shall provide monthly and as needed reports on project issues, action items, risks, and scope change requests.
- e) The Contractor shall conduct itself such that an alert status report can be rapidly developed within four (4) hours of request on any task, and at any time, at DHMH's request. It is DHMH's expectation that the Contractor shall immediately report to the OSOP Project Manager situation from any area that needs immediate attention to prevent an adverse effect on the quality, schedule, or budget of the project. The subsequent alert status report shall be provided via email to the appropriate members of MPMO project and/or DHMH OSOP Leadership.
- f) The Contractor shall respond to the OSOP PMO's request for ad-hoc or off-cycle reports to meet emergent business needs or address areas of concern. These reports shall be prepared within eight (8) hours of request and be provided via email to the appropriate members of DHMH leadership.

3.6.2 MEDICAID PROJECT MANAGEMENT OFFICE (MPMO)

A MPMO needs to support business processes at MERP project management levels. The MPMO will not function effectively unless it addresses the business process needs. Robust processes are needed for decision making regarding the overall project including resource allocation, identifying issues and risks, taking corrective actions, and assuring outcomes that translate into results for DHMH's mission and its stakeholders. At the same time, project managers and teams need to streamline their business processes, reduce paperwork and overhead burden, and provide practical management tools.

The selected Contractor shall:

- A. Create and ensure utilization of a common set of repeatable project management processes, deliverables and templates. These reusable project management components shall help projects start up quickly and with less effort by saving considerable time and effort for each project manager to create their own. Templates must conform to Maryland SDLC standards.
- B. Be responsible for monitoring the use of new and existing templates and suggesting improvements;
- C. Be responsible for providing training and deploying new or revised processes, templates, or standards to the organization;
- D. Be responsible for ensuring adoption of new templates and processes and will assist MERP project teams in completing project templates as needed. The Contractor shall also communicate process changes and work with the MERP project teams to make certain that new processes are followed consistently throughout the organization. The Contractor shall monitor the adoption, use, and overall satisfaction with the templates across the enterprise. In its RFP response, the Contractor shall describe its approach to accomplishing these tasks;
- E. Be responsible for assisting MERP project teams in developing communication plans and monitoring the use and effectiveness of the communication plans;
- F. Create common repositories, electronic as well as hard copy project libraries, that are completely accessible to DHMH. The repositories shall be established in a manner that facilitates ease of use through the use of a document directory. The repositories shall be kept up-to-date and easily accessible by the MERP project teams;
- G. Attend project status meetings and management meetings and document key action items, decisions or discussions. The MPMO will track the current status of all projects and provide concise status information to DHMH management on a monthly basis. Contractor shall issue meeting documentation within three (3) business days of said meeting, and revised or updated as directed by DHMH within two (2) days;
- H. Track enterprise-wide metrics on the state of MERP project management, project delivery and the value being provided to the business by project management in general, and the MPMO specifically. The MPMO shall report on the effectiveness on a quarterly basis and provide suggestions for continuous improvement and information on emerging best practices in project management;
- I. Provide assistance to MERP project teams in developing project estimates, project charters, project scope statements, requirements, issue management, project schedule management, scope management and risk management. The MPMO shall provide project management coaching to help mitigate project risks. The MPMO, in conjunction with the QA/QC resources, will closely monitor projects and identify MERP projects that are at risk. Key issues and risks will be immediately elevated to agency executive management;
- J. Utilize appropriate tools for capturing issues, risks, action items, scope changes, and deliverable comments. The Contractor shall also monitor the compliance of other the

MERP contractors in the use of these tools;

- K. Update and maintain the Project Management Plans for the MERP project consistent with PMI and PMBOK principles of project management and the State of Maryland SDLC. Manage and integrate project resources including oversight of the technical project team. Exercise PM best practices for the project and oversee project activities consistent with the nine knowledge areas including:
- Procurement Management - consisting of procurement planning, contracts planning, authoring solicitations, evaluation, requesting solicitation responses, selecting contractor(s), administering contract(s), and contract(s) closing activities.
 - Schedule Management - consisting of activity definition and sequencing, resource estimating, duration estimating, schedule development, and schedule control activities.
 - Integration Management - consisting of project plan development, project plan execution, and integrated change control activities.
 - Scope Management - consisting of project initiation, scope planning, scope definition and scope change control activities.
 - Cost Management - consisting of resource planning, cost estimating, budgeting and cost control activities.
 - Human Resources Management - consisting of organizational planning, technical project team acquisition and staff development activities.
 - Risk Management - consisting of risk management planning, risk identification, risk quantitative and qualitative analysis, response planning, monitoring, and control activities.
 - Quality Management - consisting of quality planning, quality assurance and quality control activities.
 - Communications Management - consisting of communications planning, information distribution, progress and performance reporting, and stakeholder communications management activities.
- L. Develop and keep an up-to-date integrated enterprise project schedule and associated resource allocation for MERP projects. The initial plan is due within 30 days of the Notice to Proceed. The enterprise project schedule and resource allocation will be updated no less than once per month;
- M. Assist the OSOP PMO in developing and implementing standards and reviewing deliverables for adherence to the defined standards;
- N. Support DHMH in the collection of requirements for new project requests, complete new project request forms, and assist DHMH in documenting and tracking DHMH priorities;
- O. Support the development of statements of work or proposals as directed by the OSOP PMO;
- P. Provide tools and establish process, procedures, and reporting cycle for monitoring MERP Service Level Metrics (SLM) (Attachment N) during Operations Phase of

project. Transition responsibility to State staff in accordance with SLM Monitoring Transition Plan, no later than the end of the PMSQMS contract minus ninety days;

- Q. Provide tools and establish processes, procedures, and reporting cycle for Project Management Dashboard; and
- R. Maintain the Requirements Traceability Matrix (RTM) for the project using Rationale Requisite Pro©. All Project Requirements currently reside in the RTM and are numbered for traceability. The RTM shall be used to verify testing completion.
- S. Coordinate the MERP deliverable Review Process and perform the following functions:
 - Log deliverable receipt
 - Ensure compliance with Format and Content of deliverables standards and other Maryland standards.
 - Distribution of deliverable to appropriate reviewers
 - Track and ensure deliverable review timeline compliance
 - Assemble and consolidate deliverable review comments and changes on a Deliverable Comments Matrix (DCM)

3.6.3 QUALITY ASSURANCE/QUALITY CONTROL

The Contractor shall:

- A. Create a QA/QC Plan that describes the methodology and process the Contractor will used to independently monitor quality of the project and artifacts throughout the project life cycle.
- B. Support DHMH in independently monitoring the MERP contractors' performances. The Contractor shall oversee the compliance of contract provisions and compliance with State standards such as Maryland's SDLC guidelines;
- C. Provide independent QA/QC support to DHMH in all phases of the MERP projects for all project activities;
- D. Promote compliance with all federal and state requirements for the development efforts that it monitors, including compliance with the CMS Enhanced Funding Requirements: Seven Conditions and Standards found at the following link:
<http://www.cms.gov/Medicaid-Information-Technology-MIT/Downloads/Enhanced-Funding-Requirement-Seven-Conditions-and-Standards.pdf>
- E. Provide independent expertise sufficient to oversee all aspects of the MERP projects including a quality assurance review of all contract deliverables;
- F. Monitor activities of the MERP contractors to include quality (including, but not limited to, deliverables and outcomes), budget, and schedule, project work plan,

resource allocation, risks, issues, communications, and action items continually tracked and evaluated;

- G. Serve as *ex officio* members on committees and workgroups. Contractor personnel shall work closely and cooperatively with the MERP Contractor personnel and the OSOP PMO;
- H. Meet with OSOP PMO weekly, or more frequently if needed. The purpose of these meetings will be to provide the DHMH OSOP Leadership Team with an independent verbal and written assessment of the implementation project status that the Contractor is monitoring and to make recommendations on any corrective action to keep the projects on schedule and within budget. The Contractor will include in its report an assessment of:
- Quality of the work being performed;
 - Appropriateness of the level of work;
 - Project priorities;
 - Effectiveness of communications; and
 - Issues, risk, or action items that need resolution;
- H. Prepare and make presentations regarding project status as required. Presentations shall be made using MS PowerPoint or other format as specified by DHMH. Copies of the presentation shall be provided in both electronic and hard copy to meeting participants unless otherwise specified by DHMH;
- I. Develop an independent QA/QC Plan within 30 days of the Notice to Proceed. The QA/QC Plan will detail how the contractor's methodology shall be tailored to address the needs of DHMH. The plan shall include, at a minimum:
- Methodology;
 - Approach;
 - Resources;
 - Tools; and
 - Templates;
- J. Support User Acceptance Testing (UAT) activities for initiatives defined by DHMH. Activities shall include:
- Monitoring UAT testing for compliance with requirements
 - Monitoring daily UAT testing of the MERP projects
 - Documenting and gathering UAT findings
 - Building knowledge around assigned testing area
 - Developing or revising testing standards and processes
 - Assisting the UAT manager in identifying, recording and documenting defects

- Entering and updating defect information in the defect tracking tool
 - Coordinating and testing assignments for each application area
 - Assisting with the development and execution of test scripts procedures
 - Reviewing MERP contractors' UAT test plans for accuracy and adherence to standards and industry practices
 - Attending UAT test meetings and providing defect reports, as applicable
 - Monitoring MERP contractors' adherence to their contractual provisions regarding testing participation, as applicable
 - Providing DHMH OSOP Leadership and applicable members of MPMO project staff with an assessment of overall test findings and recommendations within fifteen (15) days of UAT cycle completion – format to be determined by DHMH and the Contractor following Notice To Proceed.
- K. Participate in independent evaluations of third-party products and services; and
- L. Upon the OSOP PMO's request, provide reports, summaries, or results of its evaluation and testing of third-party products and services within twenty-one (21) days of request;

3.6.4 MANAGEMENT CONSULTING

The Contractor shall:

- A. Participate as a non-voting member in the technical review of submitted proposals for the DSS implementation contract, after having previously signed and executed a Statement of Confidentiality;
- B. Assist OSOP Leadership Team in preparing required reports to DHMH's Secretary, Department of Budget Management, or to the Maryland State Legislature as needed according to the required format, including, but not limited to, the DHMH IT Master Plan and Information Technology Project Requests.;
- C. Develop and submit recommendations for improvements in DHMH process workflow;
- D. Develop and submit strategies for change management to support DHMH's critical and high-profile/major system initiatives (projects and/or large-scale enhancements to existing systems);
- E. Evaluate and provide written recommendations for improvement of the implementation strategies for DHMH's critical and high-profile/major system initiatives (projects and/or large-scale enhancements to existing systems);
- F. Work with DHMH OSOP Leadership to develop long-range strategic plans for DHMH;
- G. Provide project management and expertise to DHMH Project Managers, and DHMH OSOP Leadership, including but not limited to, evaluating project information and making recommendations to DHMH Leadership regarding key project decisions based on

Contractor's experience, project management best practices and industry standards;

- H. Support DHMH Project Managers and DHMH OSOP Leadership in preparing project documentation to assist DHMH in making key project decisions and managing projects;
- I. Support DHMH in researching Information Technology industry best practices, tools, and applications, or other activities as defined by or requested by DHMH;
- J. Assist DHMH with development of documents and deliverables such as the IT Master Plan, Strategy Plans, or any other documentation, report, or presentation as assigned by DHMH;
- K. Respond to this RFP with clear approaches to achieving the requirements defined for Management Consulting; and
- L. Establish process and procedures for monitoring MERP project expenditures based on approach defined in MERP Cost Management Plan (Attachment M). The Contractor shall develop a process that will enable State staff to track expenditures, manage, report and control costs for OSOP PMO projects.

3.6.4.1 SITE SUPPORT SERVICES

The Contractor shall:

- A. Accompany DHMH staff to the site locations of the various DHMH local offices/agencies or its agents designees, to support project activities, as needed. Please note the location and number of site visits will be determined at DHMH's discretion, but is expected to average no more than ten (10) visits each performance year.
- B. In partnership with DHMH leadership, represent the projects to the user community and establish and maintain a professional, courteous and cooperative rapport with all users;
- C. Represent DHMH while sharing in the facilitation of any applicable User Group meetings or conference calls;
- D. Work closely with DHMH users and provide feedback to the users to ensure information and process consistencies;
- E. Maintain records of all site visits, and provide site visit reports within 1 week of site visit to designated stakeholders and submit follow-up site reports;
- F. Provide to OSOP project management and applicable DHMH leadership ongoing workflow analysis and change management recommendations in the user environment;
- G. Continually challenge the process "status quo", create new and improve existing workflows; and

3.6.4.2 PERFORMANCE READINESS REVIEW

The Contractor shall perform the Performance Readiness Review (PRR) function in order to evaluate MERP application functions, including maintenance and hosting/data center services, on as-needed basis.

A. PRR activities include, at a minimum:

- Coordinate with MERP vendors in preparing and distributing agendas.
- Distributing and following up on action items, issues, and risks.
- Working with the applicable contractor to review and document contract requirements against current services, and to develop corrective action plans.
- Including PRR activity status in monthly progress reports until all associated open items and applicable corrective action plans are resolved to DHMH's satisfaction.

B. The Contractor shall provide the OSOP PMO with documented observations and recommendations, following PRR meetings. The format of the report shall be determined by OSOP Leadership following Notice to Proceed.

3.7 DELIVERABLES

3.7.1 DELIVERABLE SUBMISSION PROCESS

For each written deliverable, draft and final, the Contractor shall submit to the OSOP Project Manager one hard copy and one electronic copy compatible with Microsoft Office 2007, Microsoft Project 2003 and/or Visio 2003.

Drafts of all final deliverables (except status reports) are required at least ten (10) business days in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A. Be presented in a format appropriate for the subject matter and depth of discussion;
- B. Be organized in a manner that presents a logical flow of the deliverable's content;
- C. Represent factual information reasonably expected to have been known at the time of submittal;
- D. Present information that is relevant to the Section of the deliverable being discussed;
- E. Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process; and
- F. Contractors should present an outline to the OSOP PMO prior to completing deliverables to ensure the information that will be contained in the deliverable meets the expectations and needs of DHMH.

Upon completion of a deliverable, the Contractor shall document each deliverable in final form to the OSOP Project Manager for acceptance. The Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (See Attachment O). The Contractor Project Manager shall countersign the Agency Receipt of Deliverable Form indicating Agency receipt of the contents described therein.

Upon receipt of a final deliverable, the OSOP Project Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the OSOP Project Manager shall issue to the Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (See Attachment P). In the event of rejection, the Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the OSOP Project Manager or the OSOP Project Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State’s issues have been addressed and resolutions are accepted by the OSOP Project Manager, the Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance.

A written deliverable defined as a final document must satisfy the scope and requirements of this RFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- Be presented in a format appropriate for the subject matter and depth of discussion;
- Be organized in a manner that presents a logical flow of the deliverable’s content;
- Represent factual information reasonably expected to have been known at the time of submittal; and
- Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

3.7.2 DELIVERABLE DESCRIPTIONS/ACCEPTANCE CRITERIA

ID #	Deliverables	Expected Completion	Acceptance Criteria
3.6.1.A	Project Schedule	NTP +30 Calendar Days then Monthly	MS Project Plan which contains all project task broken down to 80 hours increment or less.
3.6.1.B	Staffing Plan	NTP + 30 Calendar Days	
3.6.1.D	Risk Management Plan	NTP + 45 Calendar Days	
3.6.1.G	Deliverable Sign-Off Templates	NTP + 5 Calendar Days	
3.6.1.I	Sharepoint Implementation Plan	NTP + 60 Calendar Days	
3.6.1.L	Transition Out Plan	NTP + 180 Calendar Days	
3.6.1.N	Service Level Metric Monitoring Transition Plan	Go-Live Date + 30 Calendar Days	
3.6.1.O.a	Weekly Status Report	Weekly	MS Word document that captures and tracks ongoing project activities and status. The report will capture activities completed in the past week,

			activities planned for the following week, and the completion status of project deliverables. The report will describe issues identified on the project and the status of efforts to resolve issues.
3.6.1.O.b	Monthly Status Report	15th of the Month	MS Word document that captures and tracks ongoing project activities and status. The report summarizes activities completed in the past month, activities planned for the following month, and the completion status of project deliverables. The report will describe issues identified on the project and the status of efforts to resolve issues.
3.6.1O.c	Quarterly effectiveness report	Quarterly	
3.6.2.L	Enterprise Project Schedule	NTP + 30 Calendar Days	
3.6.2.S	Deliverable Comments Matrix	Submitted with each MERP Deliverable review	
3.6.3.A	QA/QC Plan	NTP+ 45 Calendar Days	MS Word document that describes the methodology and process the Contractor will used to independently monitor quality of the project and artifacts throughout the project life cycle. The QA/QC Plan shall describe the steps for deliverable review and updating via the DCM process (see 3.6.3.A). The QA/QC Plan shall describe the requirements tracking process via the requirements traceability process (see 7.9 above). The QA/QC plan shall define signoff procedures for project milestones and deliverables.

3.8 CONTRACTOR PERSONNEL EXPERTISE REQUIRED

The Contractor shall describe staff including the organization structure with staffing levels and responsibilities. The Contractor shall identify a single point of contact on the Contractor team for DHMH. This single point of contact will serve as the Contractor’s Project Manager or liaison for managing customer service or contractual issues. The Contractor shall demonstrate by the resumes provided that the proposed personnel are qualified to perform in the job

category specified.

3.8.1 KEY CONTRACTOR PERSONNEL

All personnel proposed are essential for successful Contractor performance and will be considered Key Personnel for the purposes of evaluation as well as adherence to substitution provisions. The Contractor shall provide resumes and the included Personnel Qualifications form for each person identifying the position for which they are proposing that individual. Key Personnel submitted with the proposal are for evaluation purposes. The Contractor must ensure the identified Key Personnel or personnel with similar qualification will be available to perform any work awarded and will not be reassigned without the written concurrence of DHMH's leadership.

3.8.2 SUBSTITUTION OF KEY CONTRACTOR PERSONNEL

During the first 180 calendar days of the contract performance period for a task, no substitutions of Key Personnel shall be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or resignation, or as otherwise approved by DHMH leadership or requested by DHMH leadership. In any of these events, the Contractor shall immediately notify the OSOP Project Manager and provide the information required below.

After the initial 180-calendar day period, all proposed substitutions of Key Personnel must be submitted in writing. The request to substitute a Key staff member must be made at least fifteen (15) business days in advance of the proposed substitution. The request must be submitted to the OSOP Project Manager with the information required below. The OSOP Project Manager and appropriate DHMH Leadership must agree to the substitution in writing before such substitution shall become effective.

Individuals proposed and accepted as Key Personnel for this contract are expected to remain dedicated to the contract. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute, and any other information requested by DHMH to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially proposed for key personnel; the burden of illustrating this comparison shall be the Contractor's responsibility.

The resumes of the initially proposed Key Personnel shall become the minimum requirement for qualifications for the duration of the total contract term. If one or more of the Key Personnel are unavailable for work under this contract for a continuous period exceeding fifteen (15) calendar days, the Contractor shall immediately notify the OSOP Project Manager and propose to replace personnel with personnel of equal or better qualifications within fifteen (15) calendar days of notification. All substitutions shall be made in accordance with this provision.

3.8.3 PROPOSED PROJECT STAFF

It is up to the Contractor to propose the mix of project staff and their approach to meet the needs of DHMH in supporting this effort and to crosswalk these functions to the requirements and the

Contractor's understanding of the work. The Contractor shall include skill and experience requirements in a matrix document for DHMH. In addition to the staffing/skills matrix, all project staff proposed will provide copies of any certification for any stated skills. Please note at DHMH's request project staff may also be required to produce diplomas or other evidence of stated educational background.

The proposed mixture of project staff must include:

A. Project Manager

Responsibilities:

The Project Manager is the contractor's manager for the Contract, and serves as a single point of contact for the Contractor with the State regarding the Contract.

- Performs overall management of Contract operations.
- Organizes, directs, and coordinates the planning and production of all Contract activities, projects and support activities, including those of subcontractors.
- Develops or oversees the development of work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations.
- Demonstrates excellent written and verbal communications skills.
- Establishes corporate management structure to direct effective and efficient Contract support activities.
- Must be capable of negotiating and making binding decisions for the Contractor.

Education:

- Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Masters Degree Preferred.
- Project Management Professional (PMP) certification from the Project Management Institute is required; a comparable project management certification (Six Sigma, etc.) will be considered.

General Experience:

- Work experience should demonstrate progressive responsibility and at least twelve (12) years of experience in project management.
- At least two (2) years project management experience serving Health and Human Services agencies at the State and/or Federal level is required.

Specialized Experience:

- At least eight (8) years experience in managing large-scale technology projects in complex environments.
- Must demonstrate a leadership role in at least three (3) successful, long-term projects that were delivered on time and on budget managing the work as well as large, blended (contractor/client) teams.
- Direct experience implementing an MMIS is preferred.

B. Cultural Change Manager

Responsibilities:

- Apply a structured change management approach and methodology for the impact to personnel caused by projects and change efforts.
- Develop a change management strategy based on a situational awareness of the details of the change and the groups being impacted by the change.
- Identify potential personnel risks and anticipated points of resistance, and develop specific plans to mitigate or address the concerns.
- Conduct organizational change readiness assessments, evaluate results and present findings in a logical and easy-to-understand manner.
- Develop a set of actionable and targeted change management plans – including communication plan, sponsor roadmap, coaching plan, training plan and resistance management plan.
- Support the execution of change management plans by employee-facing managers and business leaders.
- Be an active and visible coach to executive leaders who are change sponsors.
- Create and manage measurement systems to track and report on adoption, utilization and proficiency of individual changes.
- Identify resistance and performance gaps, and work to develop and implement corrective actions
- Create and enable reinforcement mechanisms and celebrations of success.
- Work with project teams (MMIS & DSS) to integrate change management activities into the overall project plan.
- Work with communication, training, HR and OD specialists in the formulation of particular plans and activities to support project implementation.

Education:

- Bachelor's Degree from an accredited college or university in Computer Science, Information Systems, Engineering, Business, or other relevant discipline.
- Master's Degree is preferred.

Experience:

- At least seven (7) years of experience in the IT field.
- At least five (5) years of Change Management experience in a complex and diverse organization.
- Experience and knowledge of change management principles and methodologies
- Familiarity with project management approaches, tools and phases of the project lifecycle.
- Exceptional communication skills – both written and verbal.
- Able to work effectively at all levels in an organization.
- Excellent active listening skills.
- Ability to influence others and move toward a common vision or goal.
- Experience with large-scale organizational change effort.
- Change Management Professional designation is a plus

C. Business Process Consultant

Responsibilities:

- The Business Process Consultant (Subject Matter Expert) participates in the development and formulation of process specifications to meet business requirements. The Business Process Consultant takes proactive role and guides overall requirements, design discussions and execution of process improvement initiatives.
- The Business Process Consultant defines and documents requirements (business, functional, and/or technical), performs in-depth analyses, develops plans and approaches to design and development, and lends guidance and expertise to testing and validation.
- The Business Process Consultant offers guidance and insight to training activities, overall roll-out strategies, and post-production activities.
- The Business Process Consultant may bridge the transition of project-to-program, lending guidance to the business stakeholders as the initiative transitions from development to operations. The area of expertise may be related to a specific discipline required by the State agency including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment.

Education:

- Bachelors Degree from an accredited college or university.
- Project Management Professional (PMP) certification from the Project Management Institute is preferred.
- A comparable project management certification (Six Sigma, etc.) will be considered.
- Masters Degree preferred.

Experience:

- Work experience should demonstrate progressive responsibility and at least eight (8) years of experience as a business and/or systems analyst working in the Information Technology industry.
- Health and Human Services experience strongly desired.

D. Quality Assurance Manager

Responsibilities:

- The Quality Assurance Manager provides quality management for information systems using the standard methodologies, techniques, and metrics for assuring product quality. The Senior QA Consultant monitors key project activities to assess and evaluate overall quality management.
- The Quality Assurance Manager establishes monitoring and control of critical processes and product mechanisms for feedback of performance, implementation of an effective root cause analysis and corrective action system, and continuous process improvement.
- The Quality Assurance Manager provides strategic quality plans in targeted areas of the organization, to ensure continuous production of products consistent with established industry standards, government regulations, and customer requirements.
- The Quality Assurance Manager develops and implements life cycle and QA methodologies and educates project management staff, subject matter experts, and

- clients on the value and responsibility of Quality Assurance reviews.
- The Quality Assurance Manager manages the identification and reporting on risk assessments and updates evaluations in order to determine and forecast operational needs and changes.
 - The Quality Assurance Manager provides presentations on reporting and operational enhancements and metrics with special focus on variance analysis, establishes risk management policies and procedures and develops guidelines on risk limits.
 - The Quality Assurance Manager develops system enhancements and meaningful reporting and operational management reporting tools and web-based tools and programs to manage, prevent, and mitigate risks.
 - The Quality Assurance Manager identifies problems and recommends solutions to risk assessments. She/he must be capable of maintaining and establishing a process for evaluating software and associated documentation.
 - The Quality Assurance Manager must be able to:
 - Maintain the level of quality throughout the software life cycle, develops software quality assurance plans.
 - Conducts formal and informal reviews at predetermined points throughout the development life cycle.
 - Researches contract requirements, mapping service delivery from Request for Proposals (RFP) to Proposal (vendor's response) to post-award work.
 - Incorporates feedback from end-users, business units, contract monitors and technology oversight, and vendor project team to formulate overall assessment of project success, failure, and lessons learned. Performs independent assessments of vendor costing estimations to assure accuracy and identify risks.

Education:

- Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems or other related discipline.
- A Project Management Professional (PMP) certification and/or Master's degree preferred.

Experience:

- At least seven (7) years in systems development and/or technology and/or engineering fields with at least five (5) years of information systems quality assurance experience.
- At least five (5) years experience managing Quality Assurance efforts, working with statistical methods and quality standards.
- Must have good QA/process knowledge and possess superior written and verbal communication skills.
- Direct experience performing QA services on a MMIS implementation is preferred.

E. Quality Assurance Specialist

Responsibilities:

- The QA Specialist must be able to:
 - Determine the resources required for quality control.
 - Maintain the agreed-upon level of quality throughout the software life cycle.
 - Develops software quality assurance plans.

- Establish and maintain a process for evaluating software and associated documentation.
- Participates in formal and informal reviews at predetermined points throughout the development life cycle to determine quality.
- Examines and evaluates the software quality assurance (SQA) process and recommends enhancements and modifications.
- Develops quality standards, solves application and process related problems by creating detail process and system design specifications; and works with other areas across the business units to support a total solution approach.
- Communicates business requirements for reports and applications development and collaborates within and across business units and across IT functions.
- Resolves problems and improves business units' technical environments and also provides third-party reviews, ratings and evaluations of vendors and vendor performance.
- Researches contract requirements, mapping service delivery from Request for Proposals (RFP) to Proposal (vendor's response) to post-award work.
- Incorporates feedback from end-users, business units, contract monitors and technology oversight, and vendor project team to formulate overall assessment of project success, failure, and lessons learned.
- Performs independent assessments of vendor costing estimations to assure accuracy and identify risks.

Education:

- A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline.

Experience:

- At least five (5) years in systems development and/or technology and/or engineering fields.
- Must have three (3) years of experience working with quality control methods and tools.
- At least two (2) years of experience in independent verification and validation, software testing and integration, software metrics, and their application to software quality assessment, and a demonstrated knowledge of system and project life cycles.

F. Project Control Specialist

Responsibilities:

- The Project Control Specialist must be able to:
 - Monitor financial and/or administrative aspects of assigned Contracts and deliverables.
 - Tracks and validates client financial information.
 - Establish and maintains master Contract files.
 - Prepare and monitor status of all deliverables.
 - Track value of Contracts.

- Use automated system to track deliverables, financial transactions, and management information.

Education:

- A High School Diploma or equivalent. A Bachelor's degree is preferred.

Experience:

- At least three (3) years of experience working with monitoring systems.
- Must have one (1) year experience with manpower and resource planning, preparing financial reports and presentations, and cost reporting Contract guidelines.

3.8.4 SUBSTITUTION OF EDUCATION FOR EXPERIENCE

A Bachelors Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two (2) years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by DHMH.

Substitution of experience for education may be permitted at the discretion of DHMH, and will generally be accepted if the candidate has at least six (6) years of direct experience for the proposed category in lieu of a Bachelor's Degree.

3.9 Security Requirements

3.9.1 Physical Security

3.9.1.1 Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

3.9.1.2 At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badging, and wearing the badge in a visual location at all times.

3.9.2 Information Technology

3.9.2.1 Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available on-line at:
<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>

3.9.2.2 The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The contractor shall

fill-out any necessary paperwork as directed and coordinated with the CM to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.9.3 Criminal Background Check

The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall obtain (at his own expense) and provide the Contract Monitor with a Maryland State Police and/or FBI background check on all new employees prior to assignment. The Contractor may not hire an employee who has a criminal record unless prior written approval is obtained.

3.10 MBE Reports

3.10.1 In the event that there is an MBE Goal, the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports:

- a. MBE Report D-4, the Contractor's Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer
- b. MBE Report D-5, the MBE Subcontractor's Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

3.11 Invoicing and Payment Type

3.11.1 The Contractor shall submit invoices monthly for the services provided in the previous month. All invoices for services shall be submitted to the Contract Monitor, identified in sub-section 1.6, no later than the 15th of the month following the month in which service was provided. **Contractor shall invoice separately for each project worked on.**

Invoices shall include:

- Contractor name
- Project identifier,
- Remittance address,
- Federal taxpayer identification (or if owned by an individual his/her social security number),
- Invoice period,
- Invoice date,
- Invoice number,
- Amount due, and
- Purchase order number(s) being billed.

Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

3.11.2 Contractor shall have a process for resolving billing errors.

3.11.3 Payments will be made as progress payments as set forth herein. In no case will any payment be viewed as a partial payment.

- 3.11.4 Funds for any contract(s) resulting from this RFP are dependent upon appropriations from the Maryland General Assembly.
- 3.11.5 The Department reserves the right to reduce or withhold contract payment (see terms set forth in this Section above) in the event 1) the contractor does not provide the Department with all required deliverables within the time frame specified in the contract, or 2) the contractor does not execute the MPMO tasks in a way that keeps DHMH fully apprised of specific project implementation and operations status, or 3) in the event that the contractor otherwise materially breaches the terms and conditions of the contract until such time as the contractor brings itself into full compliance with the contract. Any action on the part of the Department, or dispute of action by the contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, §§15-215 - 15-223 and with COMAR 21.10.02.

3.12 Insurance Requirement

- 3.12.1 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.
- 3.12.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$3,000,000 per occurrence.
- 3.12.3 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.
- 3.12.4 The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
- 3.12.5 Upon execution of a Contract with the State, Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
- a. Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - b. Commercial General Liability as required in sub-part 3.13.1.
 - c. Errors and Omissions/Professional Liability as required in sub-part 3.13.2.
 - d. Automobile and/or Commercial Truck Insurance as required in sub-part 3.13.3.

e. Employee Theft Insurance as required in sub-part 3.13.4.

3.12.6 The State shall be named as an additional named insured on the policies with the exception of Worker's Compensation Insurance. Certificates of insurance evidencing coverage shall be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 60 days advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor 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.

3.12.7 The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.13 Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- Federal HIPAA
- The Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

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SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall submit proposals in separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

4.2 Proposals

4.2.1 Volume I-Technical Proposal and Volume II-Financial Proposal shall be sealed separately from one another. Each Volume shall contain an unbound original, so identified, and six (6) copies. The two sealed Volumes shall be submitted together under one label bearing:

- The RFP title and number,
- Name and address of the Offeror,
- The volume number (I or II), and
- Closing date and time for receipt of proposals

To the Contract Monitor (see sub-section 1.6) prior to the date and time for receipt of proposals (see sub-section 1.10).

4.2.2 An electronic version of Volume I- Technical Proposal and Volume II- Financial Proposal, both in searchable .pdf format, shall also be submitted as separate files for each "Volume", labeled Volume I-Technical Proposal and Volume II-Financial Proposal with the unbound originals, technical or financial volumes, as appropriate. Electronic media is to be submitted on CD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror and the volume number.

4.2.3 A second electronic version of Volume I and Volume II in searchable pdf format shall be submitted on CD for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see sub-section 1.19).

4.2.4 All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").

4.2.5 Proposals and modifications will be shown only to State employees, members of the Evaluation Committee, or other persons, deemed by the Department to have a legitimate interest in them.

4.3 Delivery

Offerors may either mail or hand-deliver proposals.

- 4.3.1 For U.S. Postal Service deliveries, any proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If a vendor chooses to use the United States Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. An Offeror using first class mail will not be able to prove a timely delivery at the mailroom and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.
- 4.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
- 4.3.3 After receipt, a Register of Proposals will be prepared that identifies each Offeror. The register of proposals will be open to inspection only after the procurement officer makes a determination recommending the award of the contract.

4.4 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume I). Pricing will only be included in the Financial Proposal (Volume II).

4.4.1 Format of Technical Proposal

Inside a sealed package described in Section 4.2, above, the unbound original, (enter #) copies and the electronic version shall be provided. The RFP sections are numbered for ease of reference, i.e., Section 1 Title and Table of Contents, Section 2 Transmittal Letter, Section 3 Executive Summary, etc. In addition to the instructions below, the Offeror's Technical Proposal should be organized and numbered in the same manner as this RFP. This proposal organization will allow State officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by Section number.

4.4.2 Additional Required Technical Submissions

The following documents shall be included in the Technical Proposal; each in its own Section.

- a. Minimum Qualifications Documentation (Section 3)
- b. Completed Bid/Proposal Affidavit - Attachment B
- c. Completed Minority Business Participation Form - Attachment D-1 (in a separately sealed envelope)
- d. Completed Living Wage Affidavit - Attachment G-1
- e. Federal Funding Required Forms – Attachment H
- f. Conflict of Interest Affidavit and Discloser (Attachment I)
- g. Business Associate Agreement (Attachment J)
- h. Breach of Unsecured Protected Health Information (Attachment J-1, if applicable)
- i. Non-Disclosure Form (Attachment K-1)

j. Business Independence Disclosure Form (Attachment L)

4.4.3 The Technical Proposal shall include the following in this order:

4.4.3.1 Title and Table of Contents

The Technical Proposal shall 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, sub-section and page number.

4.4.3.2 Claim of Confidentiality

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. An explanation for each claim of confidentiality shall be included (see sub-section 1.19).

4.4.3.3 Transmittal Letter

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 the services and requirements as stated in this RFP.

4.4.3.4 Executive Summary

Offerors shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary". Offerors shall clearly demonstrate an understanding of the objectives and goals of the Department as well as an understanding of the Scope of Work. This section should also include an analysis of the effort and resources, which will be needed to realize the Department's objectives.

The summary shall also identify any exceptions Offerors have 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 no exceptions to terms and conditions are made, the summary shall so state.

4.4.3.5 Proposed Solution

Offerors shall include a detailed narrative of the Contractor's proposed methodology and solution for completing the requirements and deliverables in Section 3 -Scope of Work. This section should include a comprehensive schedule of tasks and estimated times frames for completing all requirements

and deliverables, including any tasks to be performed by State or third party personnel. Offerors shall address each major section in their technical proposals and describe how their proposed services will meet the requirement(s). Any paragraph in the technical proposal that responds to a work requirement shall include an explanation of how the work will be done. Offerors must bear in mind that any exception to a requirement, term or condition may result in having their proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

4.4.3.6 Draft Work Breakdown Structure

Offerors shall provide a matrix or table that shows a break down of the tasks required to complete the requirements and deliverables in Section 3 -Scope of Work. The WBS should reflect the chronology of tasks without assigning specific time frames or start / completion dates. The WBS may include tasks to be performed by the State or third parties as appropriate, for example, independent quality assurance tasks. If the WBS appears as a deliverable in Section 3 – Scope of Work, the deliverable version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.

4.4.3.7 Draft Risk Assessment

Offerors shall identify and prioritize the risks inherent in meeting the requirements in Section 3 -Scope of Work. The Risk assessment shall include a description of strategies to mitigate risks.

4.4.3.8 Corporate Qualifications and Capabilities

Offerors shall include information on past corporate experience with similar projects and/or services. Offerors shall describe how their organization can meet the requirements of this RFP and shall include the following:

- a. An overview of the Offeror's experience and capabilities providing similar services. This description shall include:
 - 1) The number of years the Offeror has provided these services;
 - 2) The number of clients and geographic locations that the Offeror currently serves.
 - 3) Offeror's recognition of and compliance with licensure or certification requirements as a corporate entity (**see Section 3**). Section of Proposal containing documentation should be identified here.
- b. The names and titles of key management personnel directly involved with supervising the services rendered under this Contract.
- c. At least three references from customers who are capable of documenting the Offeror's ability to provide the services specified in this RFP. Each

reference shall be from a client for whom the Offeror provided service within the past five years and shall include the following information:

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

DHMH reserves the right to request additional references or use references not provided by an Offeror.

- d. Offerors must include in their proposal a commonly accepted method to prove its fiscal integrity. Some acceptable methods include but are not limited to one or more of the following:
 - 1) Dunn and Bradstreet Rating
 - 2) Standard and Poor's Rating
 - 3) Recently audited (or best available) financial statements
 - 4) Lines of credit
 - 5) Evidence of a successful financial track record, and
 - 6) Evidence of adequate working capital
- e. The Offeror's process for resolving billing errors.
- f. Corporate organizational chart that identifies the complete structure of the company including any parent company, headquarters, regional offices or subsidiaries of the Offeror.
- g. Complete list of any subcontractors other than those used to meet a Minority Business Enterprise subcontracting goal. This list shall include a full description of the duties each subcontractor will perform and why/how they were deemed the most qualified for this project.
- h. Legal Action Summary. This summary shall include:
 - 1) A statement as to whether there are any outstanding legal actions or potential claims against the offeror and a brief description of any action.
 - 2) A brief description of any settled or closed legal actions or claims against the offeror over the past five (5) years.
 - 3) A description of any judgments against the Offeror within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court.
 - 4) 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.
 - 5) Describe how the offeror is configured managerially, financially, and individually so as to afford the assurance that it can execute a contract successfully.

i. Past State Experience

As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or that have been completed within the last 5 years. For each identified contract the Offeror is to provide:

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

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

4.4.3.9 Experience and Qualifications of Proposed Staff

Offerors shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities as detailed in the Work Plan. Include individual resumes for the personnel who are to be assigned to the project if the offeror is awarded the contract. The proposed personnel resumes shall be consistent with the requirements outlined in Section 3.9 Contractor Personnel Expertise Required. The resumes of personnel proposed shall be in a standardized format that contains sections for items 1 – 5 below in order:

1. Experience with the Offeror, or Subcontractor to the Offeror, or other entity — list number of years and positions held
2. Direct experience providing services related to the position being filled
3. Relevant education and training, including college degrees, dates and institution names, and locations
4. Names, positions, phone numbers, and email addresses of a minimum of three (3) clients within the past five (5) years who can give information on the individual's experience and competence (If the individual has not worked for three (3) different clients in the last five (5) years, provide three references that can give information on the individual's experience and competence. References shall not be from employees of the same company.)

5. Each project listed in a resume shall include the following:
 - a. Full name, title, (current) telephone number, and email address of a client reference for the last five (5) years, including the current project of the staff person,
 - b. Start and end dates of the referenced project,
 - c. Position(s) of the individual within the project organization, and
 - d. Brief description of the individual's responsibilities.

6. Letters of intended commitment to work on the project, including non-Minority Business Enterprise subcontractors should be included in this section.

All staff shall submit a completed Personnel Reference form. The contents of the form can be found below:

NAME OF EMPLOYEE:

REFERENCE FIRM/AGENCY NAME:

ADDRESS:

CONTRACT PERSON NAME/TITLE:

PHONE NUMBER: (____) ____-_____

POSITION(S) OF INDIVIDUAL WITHIN THE PROJECT: _____

PROJECT DATES: STARTED: _____ COMPLETED: _____

BRIEF DESCRIPTION OF INDIVIDUAL'S RESPONSIBILITIES:

Offerors are required to provide an Organizational Chart outlining personnel and their related duties. Include job titles and the percentage of time each individual will spend on their assigned tasks. Offerors using job titles other than those commonly used by industry must provide a crosswalk.

4.4.3.10 Economic Benefit Factors

The Offeror shall describe the benefits that will accrue to the State economy as a direct or indirect result of the Offeror's performance of the Contract resulting from this RFP. The Offeror will take into consideration the following elements: (do not include any detail of the Financial Proposals with this technical information)

- a. The estimated percentage of 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. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- b. The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- c. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- d. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

4.4.3.11 Certificate of Insurance

The Offeror shall provide a copy of the Offeror's current certificate(s) of insurance with the prescribed limits set forth in Section 3.13.

4.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 4.2, the Contractor shall submit an original unbound copy, six (6) copies, and an electronic version in MS Word of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment F**. Complete the price sheets only as provided in the Financial Proposal Instructions.

SECTION 5– EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of proposals will be based on the criteria set forth below. The Contract(s) resulting from this RFP will be awarded to the Offeror(s) that is most advantageous to the State considering price and the technical factors set forth herein. In making this determination, technical factors will receive greater weight than price factors.

5.2 Technical Criteria

The criteria to be applied to each Technical Proposal are listed in descending order of importance.

- 5.2.1 Experience and Qualifications of the Proposed Staff (Ref. 4.4.3.9)
- 5.2.2 Offeror's Proposed Solution (Ref. Section 4.4.3.5)
- 5.2.3. Corporate Qualifications (Ref. 4.4.3.8)
- 5.2.4. Proposed Draft Work Plan (Ref. 4.4.3.6)
- 5.2.5. Proposed Draft Risk Assessment (Ref. 4.4.3.7)
- 5.2.6 Economic Benefit to State of Maryland (Ref. Section 4.4.3.10)

5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on their total price proposed within the stated guidelines (as submitted on **Attachment F**—Financial Proposal Form).

5.4 Reciprocal Preference

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

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

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

5.5 Selection Procedures

5.5.1 In General

The Contract will be awarded in accordance with the competitive sealed proposals process found at COMAR 21.05.03. The competitive sealed proposals method allows for discussions and revision of proposals during these discussions; thus, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions.

In either case, 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 still unopened.

Proposals are usually evaluated by a committee, which then makes a recommendation for award to the Procurement Officer. However, the Procurement Officer may evaluate proposals without a committee and recommend an Offeror for award. In either case, the Procurement Officer, with the concurrence of the agency head or designee, will make the final determination for award.

5.5.2 Selection Process Sequence

- 5.5.2.1 A determination is made that MBE form D-1 is included and is properly completed.
- 5.5.2.2 Technical Proposals will be assessed throughout the evaluation process for compliance with the Contractor Minimum Qualifications in Section 2. Technical Proposals deemed technically qualified (i.e. meet minimum qualifications) will have their financial proposal considered. All others will be deemed not reasonably susceptible to award and will receive e-mail notice from the Procurement Officer of not being selected to perform the work.
- 5.5.2.3 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 and to facilitate arrival at a Contract that is most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. Qualified Offerors will be contacted by the State as soon as discussions are scheduled.
- 5.5.2.4 Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written

clarification or change then becomes part of the Offeror's proposal. Proposals are given a final review and ranked.

5.5.2.5 The financial proposal of each qualified Offeror will be evaluated 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.

5.5.2.6 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs). However, the State may make an award without issuing a BAFO.

5.5.3 Award Determination

Upon completion of all discussions and negotiations, reference checks, and site visits (if any), the Procurement Officer will recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP.

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SECTION 6 - ATTACHMENTS

ATTACHMENT A – STATE CONTRACT

This is the contract used by DHMH. It is provided with the RFP for informational purposes and is not required at proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the selected Offeror for signature.

ATTACHMENT B –PROPOSAL AFFIDAVIT

This form must be completed and submitted with the Offeror's technical proposal.

ATTACHMENT C – CONTRACT AFFIDAVIT

This form is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer with the Standard Contract (see Attachment A).

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE GOAL AND FORMS

This attachment includes the subcontracting goal statement, instructions and MBE forms D-1 through D-6. Form D-1 must be completed and submitted with the Offeror's technical proposal in a separately sealed envelope. Forms D-2 & D-3 are required within 10 days of receiving notification of recommendation for award.

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

It is requested that this form be completed and submitted as described in RFP section 1.7 by those potential Offerors who plan on attending the conference.

ATTACHMENT F – FINANCIAL PROPOSAL INSTRUCTIONS AND FORMS

Financial Proposal forms must be completed and submitted as the Financial Proposal.

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

ATTACHMENT G-1 – MARYLAND LIVING WAGE AFFIDAVIT OF AGREEMENT

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

ATTACHMENT H – FEDERAL FUNDING REQUIREMENTS AND CERTIFICATIONS

Certifications must be completed and submitted with the Technical Proposal.

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT

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

ATTACHMENT J – BUSINESS ASSOCIATE AGREEMENT FORM (HIPAA)

This document must be completed and submitted with the Technical Proposal, if applicable.

ATTACHMENT J1 – BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This document must be completed and submitted only in the event of a breach.

ATTACHMENT K-1 – NON-DISCLOSURE FORMS FOR SOLICITATION

This form is to be submitted with the Technical Proposal.

ATTACHMENT K-2 - NON-DISCLOSURE FORMS FOR AWARD

This form is to be submitted after receiving notification of award.

ATTACHMENT L – BUSINESS INDEPENDENCE DISCLOSURE FORM

ATTACHMENT M – MERP COST MANAGEMENT PLAN

ATTACHMENT N – MERP SERVICE LEVEL METRICS

ATTACHMENT O – AGENCY RECEIPT OF DELIVERABLE FORM

ATTACHMENT P – AGENCY ACCEPTANCE OF DELIVERABLE FORM

ATTACHMENT Q – ACRONYM LIST

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ATTACHMENT A – STANDARD CONTRACT

TITLE

THIS CONTRACT (the “Contract”) is made this ____ day of ____, ____ by and between ____ (the “Contractor”) and the STATE OF MARYLAND, acting through the DEPARTMENT OF HEALTH AND MENTAL HYGIENE, OFFICE OF PROCUREMENT AND SUPPORT SERVICES (the “Department”).

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

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

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contract Monitor” means the individual identified in sub-section 1.6 of the RFP.
- 1.3 “Contractor” means ____ whose principal business address is ____ and whose principal office in Maryland is ____.
- 1.4 “Department” means the Maryland Department of Health and Mental Hygiene and any of its Agencies, Offices, Administrations, Facilities or Commissions.
- 1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated ____.
- 1.6 “Procurement Officer” means the individual identified in sub-section 1.5 of the RFP.
- 1.7 ”RFP” means the Request for Proposals titled MERP Project Management Support and Quality Management Services, Solicitation # DHMH OPASS 12- 10806, and any addenda thereto issued in writing by the State.
- 1.8 “State” means the State of Maryland.
- 1.9 “Technical Proposal” means the Contractor’s Technical Proposal, dated ____.

2. Scope of Work

- 2.1 The Contractor shall provide all deliverables as defined in the RFP Section 3. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached hereto and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. 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 Technical Proposal

Exhibit C – The Financial Proposal

Exhibit D - State Contract Affidavit, executed by the Contractor and dated ____.

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

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

- 2.3 Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR, Title 21, is obtained.

3. Period of Performance.

The Contract resulting from this RFP shall be for a period of (enter number) years (change to months if necessary) beginning on (enter contract start date) and ending on (enter contract end date). The Contractor shall provide services upon receipt of official notification of award.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the rates specified in Attachment F, Contractor's Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor, pursuant to this Contract, shall not exceed \$_____.

(Insert in unknown quantity contracts) Contractor shall notify the Contract Monitor, in writing, at least 60 days before payments reach the specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (i) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (insert in Information Technology contracts)(ii) secure data bases, systems, platforms and/or applications which the Contractor is working on so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 1, are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 Contractor's eMarylandMarketplace vendor ID number is _____.

5. Rights to Records

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

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, Intellectual Property

7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, 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.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service

mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a court finally awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

- 7.3** If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Public Information

- 8.1** 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 that 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.
- 8.2** Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or 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 Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder.

10. Indemnification

- 10.1** The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

- 10.2** 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.
- 10.3** 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.
- 10.4** 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.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., State Government Article, §15-102, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of the Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 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.

13. Maryland Law

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

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin,

ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency 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 agency, any fee or any other consideration contingent on the making of this Contract.

16. Non-availability of Funding

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

17. Termination for Cause

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

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, 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).

19. Delays and Extensions of Time

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

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

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

21. Pre-Existing Regulations

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

22. Financial Disclosure

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

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, §§14-101 - 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 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.

24. Documents Retention and Inspection Clause

The Contractor and sub-contractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements above:

- a. That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly authorized representatives, shall be granted access to the Contractor's contract, books, documents and records necessary to verify the cost of the services provided under this contract, until the expiration of four years after the services are furnished under this contract; and
- b. That similar access will be allowed to the books, documents and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is sub-contracting to provide services with a value of \$10,000 or more in a twelve-month period to be reimbursed through funds provided by this contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

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

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Department's Contract Manger, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Department's Contract Monitor. Any subcontracts shall include such language as may be required in various clauses contained within this solicitation and attachments. The contract shall not be assigned until all approvals, documents and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

28. Liability

28.1 For breach of this Contract, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

- a. For infringement of patents, copyrights, trademarks, service marks and/or trade secrets, as provided in Section 7 of this Contract;
- b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
- c. For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount of the Contract value up to the date of settlement or final award of any such claim. Third party claims, arising under Section 10, "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 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. 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.

30. Commercial Non-Discrimination

30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of 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 Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DBM, in all subcontracts.

30.3 As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, 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 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 in Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31. Prompt Pay Requirements

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

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

31.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:

- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and

- b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:
- a. Affect the rights of the contracting parties under any other provision of law;
 - b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
 - c. Result in liability against or prejudice the rights of the Department.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - b. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - (a) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
 - c. If the Department determines that the Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, the Department may then:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

- e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

32. Administrative

32.1 Contract Monitor. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Contract Manger for determination.

32.2 Notices. All notices, excluding claims or disputes, are to be sent as follows:

If to the State: John Bohns
OSOP
Maryland Department of Health and Mental Hygiene
201 West Preston Street, Room SS-9
Baltimore, MD 21201

If to the Contractor: _____

32.3 As required in paragraph 12 of this Attachment A, notice of claims or disputes are to be sent to the Procurement Officer identified in Section 1, sub-section 1.5 of this RFP. Such notices shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid.

32.4 Incorporation by Reference

This contract, identified as Attachment A, consists of the entire RFP document DHMH/OPASS 12 - 10806 all Parts, including all Exhibits, Appendices and Addenda, and the successful Offeror's entire final proposal including both the financial and the technical elements dated _____ (technical element) and _____ (financial element), which are incorporated into this contract by reference.

Note: Incorporation by reference does not necessarily create a public record permissible for disclosure.

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

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

34. Compliance with Federal HIPAA and State Confidentiality Law

- 34.1 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 CFR Parts 160 and 164. The contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq., MCMRA). This obligation includes:
- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal 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.
- 34.2 Based on the determination by the Department that the functions to be performed in accordance with the Services to Be Performed set forth in Part I constitute business associate functions as defined in HIPAA, the selected offeror shall execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in Appendix L. The fully executed business associate agreement must be submitted within 10 working days after notification of selection, or within 10 days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the Department determines that the selected offeror has not provided the HIPAA agreement 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 next qualified offeror.
- 34.3 Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

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

FOR THE CONTRACTOR

FOR THE STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL
HYGIENE

By:

By: Joshua M. Sharfstein, M.D., Secretary

or designee:

Date

Date

Approved for form and legal sufficiency this _____ day of _____, _____

Assistant Attorney General

APPROVED BY BPW: _____
(Date)

(BPW Item #)

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in Maryland Code Annotated, State Finance and Procurement Article, § 19-103. "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 submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder 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 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 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 hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, Md. Code Ann., State Finance and Procurement Article, §14-308(a)(2), which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or 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 or 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 or 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 submitted by the bidder on this project, and terminate any contract awarded based on the bid.

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 Maryland Code Annotated, State Finance and Procurement Article, § 16-101(b), 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 Maryland Code Annotated, Criminal Procedure Article, §6-220, 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):

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 or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Maryland Code Annotated, State Finance and Procurement Article, §14-308;
- (5) Been convicted of a violation of Maryland Code Annotated, State Finance and Procurement Article, §11-205.1;
- (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 or proposals for a public or private contract;

- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Maryland Code Annotated, State Finance and Procurement Article, Title 19 with regard to a public or private contract; or
- (9) 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)—(8) 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):

_____.

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 Maryland Code Annotated, State Finance and Procurement Article, §§16-101, et seq.; 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. SUB-CONTRACT 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 Maryland Code Annotated, State Finance and Procurement Article, Title 16 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 or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or 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 or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Maryland Code Annotated, State Finance and Procurement Article, §13-221, 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.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Maryland Code Annotated, Election Law Article, §§14-101 through 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 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.

K. 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 or offer, 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 whom 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:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) 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 §K(2)(b), above;
 - (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) 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 §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §K(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:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) 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 §K(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §K(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:
- (a) 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.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- (1) The business named above is a domestic foreign (check one) corporation registered in accordance with the Maryland Code Annotated, Corporations and Associations Article, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

(If not applicable, so state)

- (2) 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.

M. 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 agency 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 agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed

O. 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 or 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: _____
(Authorized Representative and Affiant)

Revised May, 2010

ATTACHMENT C - CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (enter title), and the duly authorized representative of (enter business name) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic) (foreign) corporation registered in accordance with the Maryland Code Annotated, Corporations and Associations Article, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____
Address: _____

(2) 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.

C. 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 _____, 20____, 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: _____
(Authorized Representative and Affiant)

Attachment D1

MDOT Certified MBE Utilization and Fair Solicitation Affidavit
(submit with bid or offer)

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent. Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
- (a) Outreach Efforts Compliance Statement (Attachment D2)
 - (b) Subcontractor Project Participation Certification (Attachment D3)
 - (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the work activity(ies) each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those work activities for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name FEIN For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category <i>(Check Only One Certification Category)</i> <input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned	MBE Certification Number
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:	
Minority Firm Name FEIN For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category <i>(Check Only One Certification Category)</i> <input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned	MBE Certification Number
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:	
Minority Firm Name FEIN For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category <i>(Check Only One Certification Category)</i> <input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned	MBE Certification Number
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:	
Minority Firm Name FEIN For Dually Certified MBE Subcontractors, Identify the Applicable Certification Category <i>(Check Only One Certification Category)</i> <input type="checkbox"/> African American Owned <input type="checkbox"/> Woman-Owned	MBE Certification Number
Percentage of Total Contract Value to be provided by this MBE _____% Description of Work to Be Performed:	

Continue on a separate page, if needed.

SUMMARY

Total <i>African-American MBE</i> Participation:	_____ %
Total <i>Woman-Owned MBE</i> Participation:	_____ %
Total <i>Other</i> Participation	_____ %
Total All MBE Participation:	_____ %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____

Title: _____

Date: _____

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Subcontractor Project Participation Certification

Please complete and submit one form for each MDOT certified MBE listed on Attachment A within 10 working days of notification of apparent award.

_____ (prime contractor) has entered into a contract with _____ (subcontractor) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have 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 or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or 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 or proposal.

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
 Name, Title
 Date

By: _____
 Name, Title
 Date

This form is to be completed monthly by the prime contractor.

Attachment D4

Maryland Department of Health and Mental Hygiene Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:																															
Address:																																	
City:		State:	ZIP:																														
Phone:	FAX:	Email:																															
Subcontractor Name:		Contact Person:																															
Phone:	FAX:																																
Subcontractor Services Provided:																																	
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Paid: \$ _____			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 55%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> </tbody> </table> Total Dollars Unpaid: \$ _____			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.		
	<u>Invoice#</u>	<u>Amount</u>																															
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3.																																	
4.																																	

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

_____ Contract Monitor _____ Contracting Unit Department of Health and Mental Hygiene _____ _____ _____ _____ mail to:
--

**Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 10th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City: Baltimore	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
<u>Invoice Amt</u>	<u>Date</u>	<u>Invoice Amt</u>
1.		1.
2.		2.
3.		3.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____
Prime Contractor:		Contact Person:

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

_____ Contract Monitor
_____ Contracting Unit
Department of Health and Mental Hygiene

_____ mail to:

Signature: _____ Date: _____
(Required)

MARYLAND DEPARTMENT OF HEALTH & MENTAL HYGIENE
Code of Maryland Regulations (COMAR)
Title 21, State Procurement Regulations
(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

- A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:
- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
 - (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
 - (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
 - (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
 - (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).
- A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.
- If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.
- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.
- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

**MBE ATTACHMENT D6
MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE**

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm of _____
Name of Prime Contractor)

located at _____,
(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____
(Date) (Name of Minority Business)

_____ located at _____,
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project name _____

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified above is either unavailable for the work /service in relation to project number _____, or is unable to prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II on reverse side.

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____
(Name of MBE Firm)

located at _____
(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number _____, ON _____
(Date)

by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)



**MERP Project Management Support and Quality Management Services
(PMSQMS)**

PRE-PROPOSAL CONFERENCE RESPONSE FORM

COMPANY NAME:
COMPANY ADDRESS :
NUMBER of ATTENDEES:
PRIMARY CONTACT: Name - Telephone – Email Address -

FINANCIAL INSTRUCTION FORM

A. Instructions

In order to assist Offerors in the preparation of their financial proposal and to comply with the requirements of this solicitation, Financial Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their financial proposal on the form in accordance with the instructions on the form and as specified herein. Do not alter the forms or the financial proposal may be rejected. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

The financial proposal form is used to calculate the Offeror's TOTAL PRICE PROPOSED.

- A) All Unit/Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15
- B) All Unit Prices must be the actual unit price the State shall pay for the proposed item per 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) All goods or services required or requested by the State 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 the financial proposal form shall be filled in.
- F) Except as instructed on the form, nothing shall be entered on the financial proposal form that alters or proposes conditions or contingencies on the prices.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the vendor and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03.03.E.

ATTACHMENT F - FINANCIAL PROPOSAL FORM Year 1

Labor Categories

Labor Categories	A	B	C
	Hourly Labor Rate	Total Annual Class Hours*	Total Annual Proposed RFP Price
A. Project Manager	\$	2080	\$
B. Cultural Change Manager	\$	2080	\$
C. Business Process Consultant	\$	2080	\$
D. Business Process Consultant	\$	2080	\$
E. Business Process Consultant	\$	2080	\$
F. Quality Assurance Manager	\$	2080	\$
G. Quality Assurance Specialist	\$	2080	\$
H. Quality Assurance Specialist	\$	2080	\$
H. Project Control Specialist	\$	2080	\$
Base Year Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

*TOTAL CLASS HOURS ARE FOR EVALUATION PURPOSES ONLY.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT F - FINANCIAL PROPOSAL FORM Year 2

Labor Categories

Labor Categories	A	B	C
	Hourly Labor Rate	Total Annual Class Hours*	Total Annual Proposed RFP Price
A. Project Manager	\$	2080	\$
B. Cultural Change Manager	\$	2080	\$
C. Business Process Consultant	\$	2080	\$
D. Business Process Consultant	\$	2080	\$
E. Business Process Consultant	\$	2080	\$
F. Quality Assurance Manager	\$	2080	\$
G. Quality Assurance Specialist	\$	2080	\$
H. Quality Assurance Specialist	\$	2080	\$
I. Project Control Specialist	\$	2080	\$
Base Year Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

*TOTAL CLASS HOURS ARE FOR EVALUATION PURPOSES ONLY.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT F - FINANCIAL PROPOSAL FORM Year 3

Labor Categories

Labor Categories	A	B	C
	Hourly Labor Rate	Total Annual Class Hours*	Total Annual Proposed RFP Price
A. Project Manager	\$	2080	\$
B. Cultural Change Manager	\$	2080	\$
C. Business Process Consultant	\$	2080	\$
D. Business Process Consultant	\$	2080	\$
E. Business Process Consultant	\$	2080	\$
F. Quality Assurance Manager	\$	2080	\$
G. Quality Assurance Specialist	\$	2080	\$
H. Quality Assurance Specialist	\$	2080	\$
J. Project Control Specialist	\$	2080	\$
Base Year Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

*TOTAL CLASS HOURS ARE FOR EVALUATION PURPOSES ONLY.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT F - FINANCIAL PROPOSAL FORM Year 4

Labor Categories

Labor Categories	A	B	C
	Hourly Labor Rate	Total Annual Class Hours*	Total Annual Proposed RFP Price
A. Project Manager	\$	2080	\$
B. Cultural Change Manager	\$	2080	\$
C. Business Process Consultant	\$	2080	\$
D. Business Process Consultant	\$	2080	\$
E. Business Process Consultant	\$	2080	\$
F. Quality Assurance Manager	\$	2080	\$
G. Quality Assurance Specialist	\$	2080	\$
H. Quality Assurance Specialist	\$	2080	\$
K. Project Control Specialist	\$	2080	\$
Base Year Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

*TOTAL CLASS HOURS ARE FOR EVALUATION PURPOSES ONLY.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT F – PRICE PROPOSAL – OPTION YEAR 1

Labor Categories

Labor Categories	A	B	C
	Hourly Labor Rate	Total Annual Class Hours*	Total Annual Proposed RFP Price
A. Project Manager	\$	2080	\$
B. Cultural Change Manager	\$	2080	\$
C. Business Process Consultant	\$	2080	\$
D. Business Process Consultant	\$	2080	\$
E. Business Process Consultant	\$	2080	\$
F. Quality Assurance Manager	\$	2080	\$
G. Quality Assurance Specialist	\$	2080	\$
H. Quality Assurance Specialist	\$	2080	\$
I. Project Control Specialist	\$	2080	\$
Option Year (1) Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

*TOTAL CLASS HOURS ARE FOR EVALUATION PURPOSES ONLY.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT F – PRICE PROPOSAL – OPTION YEAR 2

Labor Categories

Labor Categories	A	B	C
	Hourly Labor Rate	Total Annual Class Hours*	Total Annual Proposed RFP Price
A. Project Manager	\$	2080	\$
B. Cultural Change Manager	\$	2080	\$
C. Business Process Consultant	\$	2080	\$
D. Business Process Consultant	\$	2080	\$
E. Business Process Consultant	\$	2080	\$
F. Quality Assurance Manager	\$	2080	\$
G. Quality Assurance Specialist	\$	2080	\$
H. Quality Assurance Specialist	\$	2080	\$
I. Project Control Specialist	\$	2080	\$
Option Year (2) Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

*TOTAL CLASS HOURS ARE FOR EVALUATION PURPOSES ONLY.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements in the Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services 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 the 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 of Labor and Industry 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 the Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage set at 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 of Labor and Industry.
- 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 and Finance 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 at <http://www.dllr.state.md.us/labor/> and clicking on Living Wage.

ATTACHMENT G-1 - MARYLAND LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____ Tier _____

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 our commitment to comply with the Md. Code Ann., State Finance and Procurement Article, Title 18 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/are 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 This Affidavit with Bid/Proposal

ATTACHMENT H – FEDERAL FUNDS REQUIREMENTS AND CERTIFICATIONS

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 subgrantees (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: Subrecipients 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:
 - A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and subrecipients) which expend a total of \$500,000 or more 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 of 1996, P.L. 104-156, and the Office of Management and Budget (OMB) Circular A-133. All subgrantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the DHMH, Audit Division, 605 S. Chapel Gate Lane, Old School Building, Baltimore, MD 21229.
 - B) All subrecipients 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 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 subrecipients 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 subrecipients 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 in excess of Executive Level 1 per year. (This includes, but is not limited to, subrecipients 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.

Rev. 3/2008

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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 source or 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 \$1,000 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 agrees that it will require that the language of this certification be included in any subawards which contain provisions for children’s services and that all subrecipients shall certify accordingly.

NAME: _____

TITLE: _____

GRANT NO: _____

STATE: _____

U.S. Department of Health and Human Services

Certification Regarding Lobby

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 Lobby," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients 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.	Organization Entity
Name and Title of Official for Organization Entity	Telephone No. of Signing Official
Signature of Above Official	Date Signed

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. 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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number;
 - A. 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.
11. (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).
12. 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.

A PDF version of this form is available on-line at:

<http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf>

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

- 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 an 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 or offer is made.
- C. The 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 Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the 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 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)

SUBMIT THIS AFFIDAVIT WITH THE TECHNICAL RESPONSE

ATTACHMENT J – BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and among the Maryland Medical Assistance Program, a unit of the Maryland Department of Health and Mental Hygiene (herein referred to as “Covered Entity”) and _____ (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties”.

WHEREAS, Covered Entity have 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 regulations (45 CFR Parts 160 and 64), 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:

I. DEFINITIONS.

- A. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- B. Breach. “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.
- C. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.
- D. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

- E. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- F. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR §164.501.
- G. Secretary. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his or her designee.
- H. Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the §13402(h) of the HITECH Act.

II. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.

- A. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule.
- B. Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e).
- C. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent as Covered Entity.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement, the MCMRA, or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.
- C. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this Agreement
- D. In addition to its obligations in Section III.C, Business Associate shall document and notify Covered Entity of a Breach of Unsecured PHI. Business Associate’s notification to Covered Entity hereunder shall:
 - 1. Be made to Covered Entity without unreasonable delay and in no case later than 50 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 CFR Part E within 50 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;
2. Include the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 3. Be in substantially the same form as Exhibit A hereto; and
 4. Include a draft letter for the Covered Entity to utilize to notify the 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:
 - a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - b) 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);
 - c) Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
 - d) 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
 - e) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- E. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.
- F. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- G. To the extent applicable, Business Associate shall provide access to Protected Health Information in a Designated Record Set at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- H. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.
- I. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

- J. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond to the individual's request.
- K. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.
- L. Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate.
- M. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).
- N. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. TERM AND TERMINATION.

- A. Term. The Term of this Agreement shall be effective as of _____, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section IV.
- 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;
 - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - 3. If neither termination nor cure is feasible, report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph C(2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
3. 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.

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 (and not supersede) any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement.

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 Privacy Rule and HIPAA.

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 records 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 protected health information, 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 Rule.
- B. Regulatory References. A reference in this Agreement to a section in the Privacy Rule 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:

Caroline Baker
Privacy Officer
Department of Health & Mental Hygiene
Division of Corporate Compliance & Integrity
201 W. Preston Street
Room 522
Baltimore, MD 21201-2301
Phone: (410) 767-6039

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: _____

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 J-1 - BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

**NOTIFICATION TO THE
MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE
ABOUT A
BREACH OF UNSECURED PROTECTED HEALTH INFORMATION**

This notification is made pursuant to Section IIID(3) of the Business Associate Agreement between:

- _____, a unit of the Maryland Department of Health and Mental Hygiene (DHMH), and
- _____ (Business Associate).

Business Associate hereby notifies DHMH 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: _____

Email Address: _____

Phone Number: _____

ATTACHMENT K (1) - NON-DISCLOSURE AGREEMENT (SOLICITATION)

THIS AGREEMENT (“Agreement”), made this _____ day of _____, 20____, by and between the State of Maryland (hereinafter "the State"), acting by and through its Department of Health & Mental Hygiene (hereinafter the “Department”), and _____, a corporation with its principal business offices located at _____ (hereinafter the “Offeror”).

RECITALS

WHEREAS, Offeror intends to submit a proposal in response to a Request for Proposals numbered DHMH-OPASS # 12 10806 and titled Project Management Support and Quality Management Services (PMSQMS) (the “RFP”), and

WHEREAS, in order for the Offeror to submit such a proposal, it will be necessary for the State to provide the Offeror with access to certain confidential information regarding the State’s (enter the type or nature of the information to be used by the Offeror in preparing a proposal), collectively, the “Confidential Information”.

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the Offeror’s proposal to the RFP (hereinafter referred to as the “Proposal”), and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Recitals. The Recitals are not merely prefatory but are an integral part hereof.
2. Offeror’s qualifications. Offeror represents and warrants that:
 - A. It is qualified to do business in the State and that it will take such actions, from time to time hereafter, as may be necessary to remain so qualified during the period covered by this Agreement;
 - B. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the period covered by this Agreement;
 - C. It is in compliance with all federal, State and local laws, regulations, and ordinances applicable to its business and it is not aware of any actual or threatened actions, claims, suits, orders, or other matters that would prevent or limit its ability to satisfactorily and fully perform its obligations under this Agreement or under any

subsequent agreement that it may enter into with the State in connection with its Proposal; and

- D. It is the correctly named and identified entity that intends to submit the Proposal and it is not controlling, controlled by, or under common control with the entity that intends to submit the Proposal. If the Proposal will be submitted by a joint venture or any other group of separate business entities, each entity comprising such group has been clearly identified in and has executed this Agreement.
3. Term of Agreement. The term of this Agreement shall commence on the date it is fully signed by both parties and shall continue thereafter until the earlier to occur of: (i) three (3) years following the return of the Confidential Information in accordance with Section 6 of this Agreement; (ii) receipt of written notice given by the State to Offeror terminating this Agreement; or (iii) the date upon which the terms of this Agreement are expressly superseded by the confidentiality provisions of any subsequent agreement which the parties may enter into in connection with the Proposal. If all Confidential Information is not returned to the State in accordance with Section 6 of this Agreement, then this Agreement shall continue in full force and effect until such time as all Confidential Information is returned to the State and the State acknowledges its receipt in writing.
4. What constitutes “Confidential Information”. Confidential Information means any and all information provided by or made available by the State to Offeror in connection with the Proposal, 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 includes, by way of example only, information that Offeror 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 for Offeror to prepare and submit its Proposal.
5. Use of Confidential Information. In consideration of the State’s allowing Offeror access to the Confidential Information:
- A. Offeror hereby agrees to hold the Confidential Information in trust and in strictest confidence, and to take all measures necessary 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.
- B. Offeror 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 provided by the State except for the sole and exclusive purpose of preparing its Proposal. Offeror shall limit access to Confidential Information to its employees and agents (“Offeror’s Personnel”) who have a demonstrable need to know such Confidential Information in order to prepare the Proposal and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of Offeror’s

Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute and date Exhibit A next to their name and by doing so agrees to be subject to the terms and conditions of this Agreement to the same extent as Offeror. If Offeror intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the preparation of the Proposal or who will otherwise have a role in performing any aspect of the Proposal, Offeror 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.

6. Return of Confidential Information. Offeror shall return all Confidential Information to the Department within five (5) business days of the State's acceptance of Offeror's Proposal. If Offeror does not submit a Proposal, Offeror shall return the Confidential Information to the Department within 30 days of receiving the material. All Confidential Information returned to the State shall be accompanied by the Certification that is attached hereto and made a part hereof as Exhibit B and shall be signed by an officer of Offeror authorized to bind the Offeror.
7. Liability for Confidential Information. Offeror acknowledges that any failure by Offeror or Offeror'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, Offeror and each of Offeror's Personnel agree that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Offeror and each of Offeror's Personnel consent 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/or to seek damages from Offeror and/or each of Offeror's Personnel, as applicable, 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 Offeror or any of Offeror's Personnel to comply with the requirements of this Agreement, Offeror and such Offeror's Personnel shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
8. Unauthorized Use. Offeror shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of Confidential Information by any of Offeror's Personnel or Offeror's former Personnel. Offeror shall, at Offeror's expense, cooperate with the State in seeking injunctive or other equitable relief against any such person.
9. Governing law. This Agreement shall be governed by the laws of the State of Maryland.
10. False and fraudulent statements. Offeror acknowledges that pursuant to the Md. Code Ann., State Finance and Procurement Article, § 11-205.1, a person may not willfully

make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. Offeror further acknowledges that this Agreement is a statement made in connection with a procurement contract.

11. Signing authority for Offeror. The individual signing below on behalf of Offeror warrants and represents that s/he is fully authorized to bind Offeror to the terms and conditions specified in this Agreement. The individual signing below acknowledges that a breach of this warranty and representation may result in personal liability.

12. Other obligations. The parties further agree that, unless otherwise agreed in writing:
(a) this Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by a written instrument signed by both parties; (b) the State may waive any rights under this Agreement only by written waiver duly signed by the State, and no failure by the State to exercise or delay in exercising a right under this Agreement shall constitute a waiver of such right; (c) the rights and obligations of Offeror may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State; (d) the State makes no representations or warranties as to the accuracy or completeness of any Confidential Information; (e) the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement; (f) all notices under this Agreement must be in writing and shall be deemed to have been delivered to and received by a party, and will otherwise become effective, on the date of actual delivery thereof (by personal delivery, express delivery service or certified mail) to the Notice Address of such party set forth below; and (g) signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures.

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

If to the State: (name of Contract Monitor)
 (name of facility, program or administration)
 Department of Health and Mental Hygiene
 (enter complete mailing address including building name and room
 number)

If to the Offeror: _____

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

STATE OF MARYLAND

OFFEROR

By: DEPARTMENT OF HEALTH &
MENTAL HYGIENE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

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

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

EXHIBIT B

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 Agreement by and between the State of Maryland and _____ (“Offeror”) 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 Offeror 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 OFFEROR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

ATTACHMENT K (2) – NON-DISCLOSURE AGREEMENT (AWARD)

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is made this _____ day of _____, 20_____, by and between the State of Maryland (the “State”), acting by and through its Department of Health and Mental Hygiene (the “Department”) and _____ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) for (enter a short description of the service) Contract No. DHMH-OPASS _____ - _____ dated _____, 20_____ (the “Contract”); 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 RFP 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. Confidential Information means any and all information provided by or made available by the State to the Contractor in connection with the Contract, 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 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 provided by the State 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 Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the Contractor. Contractor shall update Exhibit A 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 RFP or who will otherwise have a role in performing any aspect of the RFP, 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 copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract. Confidential Information returned to the State shall be accompanied by the Certification that is attached hereto and made a part hereof as Exhibit B and shall be signed by an officer of the Contractor authorized to bind the Contractor.
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 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; and
- f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor: <INSERT NAME>

Maryland Department of Health & Mental
Hygiene:

By: _____ (SEAL)

By: _____ (SEAL)

Printed Name and Title

Printed Name and Title

Date

Date

EXHIBIT B

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 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 L – Business Independence Disclosure Form

Contractor shall disclose the nature and dollar value of all business relationships with any and all members of the MERP Implementation Team* in the format below:

Relationship with(company name)	Type of Relationship	Dollar Value of Relationship	Comments

***MERP Implementation Team is comprised of:**

- **XXXX**
- **XXXX**
- **XXXX**
- **.....**

If MERP contract has not been awarded at the time of RFP release, DHMH will provide the Implementation Team members list to all potential offerors upon MERP Contract award.



**MEDICAID ENTERPRISE RESTRUCTURING PROJECT
(MERP)
COST MANAGEMENT PLAN**

February 26, 2010

v1.0

**Maryland State Department of Health and Mental Hygiene (DHMH)
Office of Systems, Operations and Pharmacy (OSOP)**

MERP - PROJECT MANAGEMENT OFFICE (PMO)

REVISION HISTORY

Version Number	Date	Reviewer	Comments
Version 1.0	02/00/2010	John Bohns	Initial Draft

TABLE OF CONTENTS

1	INTRODUCTION	135
1.1	PURPOSE	135
1.2	SCOPE.....	135
1.3	POLICY	136
2	ROLES AND RESPONSIBILITIES	136
2.1	DHMH OFFICE OF SYSTEMS, OPERATIONS AND PHARMACY (OSOP).....	136
2.2	DHMH BUDGET MANAGEMENT OFFICE (BMO)	136
2.3	OSOP CHIEF OF ADMINISTRATIVE SERVICES	136
2.4	MERP EXECUTIVE STEERING COMMITTEE	137
2.5	MERP PMO PROJECT MANAGER	137
2.6	MERP PMO ASSISTANT PROJECT MANAGER	137
2.7	INFORMATION TECHNOLOGY MANAGEMENT CONSULTING SERVICES (ITMCS) CONTRACTOR - PROJECT OVERSIGHT	137
2.8	CENTER FOR MEDICARE & MEDICAID SERVICES (CMS) - FEDERAL OVERSIGHT	138
3	STATE BUDGET AND ACCOUNTING APPROACH	138
3.1	BUDGET PLANNING.....	138
3.1.1	<i>Major Information Technology Development Projects (MITDP)</i>	138
3.1.2	<i>State Annual Budget Process</i>	139
3.1.3	<i>State Budget Monitoring Process</i>	140
3.2	ACQUISITIONS TRACKING.....	141
3.3	ACQUISITIONS REPORTS AND METRICS.....	141
3.4	EXPENDITURE REPORTS AND METRICS	141
3.5	CHANGES TO THE BUDGET	141
3.6	BUDGET RECONCILIATIONS.....	142
4	COST MANAGEMENT APPROACH	142
4.1	COST PLANNING	142
4.1.1	<i>Resource Planning</i>	142
4.1.2	<i>Cost Estimating</i>	143
4.1.3	<i>Establishing the Cost Baseline</i>	143
4.2	COST TRACKING	143
4.2.1	<i>Project Labor Hour Tracking</i>	143
4.2.2	<i>Vendor Costs and Labor Hours Tracking</i>	143
4.2.3	<i>Overall Cost Tracking</i>	143
4.3	COST REPORTING AND METRICS	144
4.4	COST CONTROL AND CHANGES	144
4.4.1	<i>Cost Variances</i>	144
4.4.2	<i>MERP Project Team</i>	144
4.4.3	<i>Cost Re-Planning</i>	144
4.4.4	<i>Cost Re-Baselining</i>	144
4.4.5	<i>Change Requests</i>	145
4.5	COST CLOSEOUT	145
4.5.1	<i>Annual Cost Summary</i>	145
4.5.2	<i>Lessons Learned on Cost Management</i>	145

5	RECONCILING THE STATE PROCESS TO THE PROJECT PROCESS	145
5.1	BUDGETING AND THE COST BASELINE	145
5.2	ATTENDANCE TRACKING AND TIME REPORTING	146
5.3	INVOICE PROCESSING	146
5.4	BUDGET CHANGES AND COST CONTROL	146
5.5	RECONCILIATION	147
	ACRONYMS TABLE	148

INTRODUCTION

Purpose

The purpose of the Cost Management Plan is to identify planning efforts that ensure the Office of Systems, Operations and Pharmacy (OSOP) Medicaid Restructuring Project (MERP) is completed within budget. The Cost Management Plan defines how the costs on a project will be managed throughout the project's lifecycle. It sets the format and standards by which the project costs are measured, reported, and controlled. It identifies roles and responsibilities for managing costs and who has approval authority for changes to budget.

There are three major areas of cost associated with the MERP project:

- MERP - Medicaid Management Information System (MMIS) Replacement and Fiscal Agent Services;
- MERP - Decision Support System (DSS) Design, Development, Implementation (DDI);
- Project Management Office (PMO) and Quality Assurance
 - OSOP PMO Support,
 - Information Technology Management Consulting Service – MMIS DDI
 - Project Oversight, and
 - Independent Verification and Validation (IV&V) services.

Scope

There are two levels of cost management for Maryland State projects. One level is the detailed accounting level of tracking budget, expenditures, salary and benefits, and overhead costs in accordance with the normal State budget and reporting processes. The second level is the project management level of tracking costs against work performed in accordance with the Best Practices standards derived from the Project Management Institute's Project Management Body of Knowledge (PMBOK) shows the differences in terminology used in this plan when discussing the two different levels.

TABLE 1. LEVELS OF COST MANAGEMENT

STATE BUDGETING/ACCOUNTING	PROJECT COST MANAGEMENT
Budget Planning	Cost Planning
Accounting/Expenditure Tracking	Cost Tracking, Reporting and Metrics
Changes to the Budget	Cost Control and Changes
Reconciliation	Cost Closeout

Adding to the complexity is the interaction of the budget and cost management processes with the contract management (acquisitions and invoicing) and time reporting (attendance and timesheet tracking) processes. All of these processes must interact and reconcile with each other.

This Cost Management Plan identifies the processes and procedures used to manage costs throughout the MERP project's life cycle. In addition to summarizing the approach to cost budgeting, the plan covers who is responsible for tracking expenditures, how variances will be

addressed, and the cost tracking and reconciliation between the State and project management cost processes. The plan briefly describes the cost management tools that are used.

Policy

It is the policy of the PMO to provide guidelines for planning, structuring, estimating, budgeting, and controlling project costs.

This Cost Management Plan documents these guidelines with the intention of complying with all State of Maryland Systems Development Life Cycle (SDLC) policies.

ROLES AND RESPONSIBILITIES

The Office of Systems, Operations and Pharmacy (OSOP) Project Management Office (PMO) has overall project management responsibility for the MERP project, which includes cost management activities.

This section describes the roles and responsibilities of the MERP project staff with regard to cost management. The following are the primary participants in the budget, accounting, and cost management processes from the project's perspective. In some cases, one individual may perform multiple roles in the process.

DHMH Office of Systems, Operations and Pharmacy (OSOP)

The Office of Systems, Operations and Pharmacy (OSOP) is responsible for coordinating the state budget and accounting processes with DHMH, and the appropriate control agencies, for projects under the responsibility of OSOP.

DHMH Budget Management Office (BMO)

The Department of Health and Mental Hygiene (DHMH) Budget Management Office (BMO) is responsible for coordinating the review, approval and submission of documents related to budget analysis, budget requests, budget questions from Maryland Department of Budget and Management (DBM) and Department of Legislative Services (DLS), and budget testimony for hearings before various committees of the Maryland State Legislature. The DHMH BMO also coordinates and distributes the Governor's annual budget to DHMH.

OSOP Chief of Administrative Services

The Office of Systems, Operations and Pharmacy (OSOP) Chief of Administrative Services is responsible for maintaining the OSOP Expenditure Management Plan budget appropriation, quarterly budget projections, Expenditure tracking of MERP Project Cost Account (PCA) codes, and budgetary approval of routine expenditure requests. OSOP Chief of Administrative Services will perform a monthly review of FMIS Detail Cost Ledgers and submit a report to the MERP Project Manager for project cost management for review.

MERP Executive Steering Committee

The MERP Executive Steering Committee has overall responsibility for the project. The Executive Steering Committee is made up of members of the Department's executive management and is co-chaired by the Executive Director of the Office of Systems, Operations and Pharmacy and the Assistant Secretary of Health Care Financing. The Executive Steering Committee will meet monthly during the project life cycle to monitor overall project status, address escalated issues that cannot be resolved at another level of project management, and other areas as deemed appropriate.

Major cost management responsibilities include:

- review, approve, and monitor project budget, implementation plan timelines, and milestones;
- monitor project costs and project risk assessment.

MERP PMO Project Manager

The MERP PMO Project Manager is responsible for approval of Cost Management Plan and is ultimately responsible for the allocation and expenditure of the MERP project budget. This person is also responsible for managing and reviewing project cost from a project management perspective to ensure appropriate progress is being made for the funds being expended.

MERP PMO Assistant Project Manager

The MERP PMO Assistant Project Manager is responsible for leading the cost management effort, performing cost budgeting and monthly expenditure tracking activities, facilitate the maintenance of fiscal spending plan, and maintain current and future fiscal ITPR documents. The MERP Assistant Project Manager is responsible for providing the MERP Project Manager with recommendations and status on the project budget and expenditures. The MERP Assistant Project Manager will also work with the budget and financial staff to reconcile the cost management data to the current accounting data.

Information Technology Management Consulting Services (ITMCS) Contractor - Project Oversight

The ITMCS contractor will provide Project Management Services, Master Contractor Assessments, and Risk Assessment Analysis services for the Analysis, Design, Development, Testing, Implementation, and Operational phases of the MMIS Restructuring Project. The contractor will report to the MERP Project Manager to assist the State in identifying significant risks and variances from the defined schedules, plans, and processes for the implementation as a whole. The contractor will provide cost management support activities that include:

- Assessing the implementation plan of the successful MERP contractor(s) for new software, systems, and supporting processes and all system related functionality as a part of this project to ensure products meet the requirements of the project;
- Providing project planning, task prioritization, budget/cost analysis, scheduling, projections of staffing requirements, and performance measurements;

- Assessing risks and reviewing technical risk assessments of the MERP project, including subsystem designs, architectures, and computer systems in terms of their impact on costs, benefits, schedule, and technical performance;
- Performing cost and schedule risk assessments to support various alternatives to meet mission need, recommending alternative courses of action when one or more interdependent segment(s) or phase(s) experience a delay, and recommending opportunities for new technology insertions.

Center for Medicare & Medicaid Services (CMS) - Federal Oversight

OSOP submitted an Implementation Advance Planning Document (IAPD) to Centers for Medicare & Medicaid Services (CMS) to secure federal approval for enhanced federal funding for replacement of the MMIS and DSS. The new MMIS and DSS systems must meet federal requirements and pass a MITA Certification Checklist as a condition for the State receiving enhanced federal funding for ongoing MMIS and DSS operations. Enhanced federal funding has been approved at the 90% level for the design, development, and implementation (DDI) of MMIS and DSS, including independent validation and verification (IV&V) services and ITMCS DDI oversight. CMS Regional Office must approve MMIS Replacement Fiscal Agent RFP, approve the DSS RFP, approve contractor awards, and approve State payment request for the enhanced federal funding.

STATE BUDGET AND ACCOUNTING APPROACH

The following sections summarize the MERP project's involvement in the State budget and accounting processes:

- Step 1 – Budget Planning
- Step 2 – Acquisitions Tracking
- Step 3 – Acquisitions Reports and Metrics
- Step 4 – Expenditure Reports and Metrics
- Step 5 – Changes to the Budget
- Step 6 – Budget Reconciliations

Budget Planning

The State budget is established on a fiscal year basis. Funding for MERP can only be secured through the annual budget process. Fiscal year runs from July 1 through June 30.

Major Information Technology Development Projects (MITDP)

The MERP project qualifies as a Major Information Technology Development Project (MITDP) because it meets the following criteria:

- project development cost exceed \$1 million;
- project supports a critical business function.

The MERP project was submitted with the FY10 DHMH Information Technology Master Plan (ITMP). The ITMP defines the goals and resources required to support the MERP project, and serves as a support base for requesting FY funding through Information Technology Project Request (ITPR) process.

The ITPR process seeks to accomplish the following goals:

- Ensure alignment of MITDPs with the State IT Master Plan (ITMP) and the requesting agency's ITMP;
- Provide documentation regarding project detail of an IT project investment; Capture status, risk, schedule, funding and cost detail for agency IT project requests;
- Capture procurement information for agency IT projects;
- Provide a consistent and repeatable process in support of the State's IT Project Oversight methodology.

Agencies with projects approved in previous fiscal years must submit an updated ITPR, regardless of whether or not additional funds are being requested. This includes projects that are still in development, projects that are to be completed in either FY10 or FY11, and projects that are complete, but are still within the first year of operations and maintenance.

In addition to the ITPR, agency's seeking to obtain approval and funding for a new MITDP must submit a form DA21 for the project in the agency's FY11 budget submission. All data in the DA21 must align with the ITPR. During the process of reviewing the agency's overall budget request, DoIT will work closely with the DBM Office of Budget Analysis (OBA) to validate the project's business case and technical solution, assess the agency's capacity to manage a major project and consider the affordability of the project.

MITDP Cost Reporting to DoIT (Department of Information Technology)

DoIT tracks all major IT project expenditures based on data from R*STARS, the accounting system of record for the State of Maryland. Every major IT project must have a specific appropriation program and sub-program designation in which project appropriations and expenditures are accounted. All project appropriations, regardless of funding type and source, and expenditures are reflected in R*STARS and accounted for by DoIT. For the purpose of reporting project cost to DoIT, only expenditures reflected in R*STARS shall be considered a project cost. Depending on the pre-established cycle for reporting expenditures, cost will be reflective of the last reporting batch cycle date, as described below. Neither recently signed invoices nor encumbrances should be considered project expenditures for reporting purposes to DoIT.

DoIT has created a FMIS report (DAFR 9660) for agency financial personnel to run for major IT project managers to evaluate actual expenditures reflected in R*STARS. For FY10, DoIT and each agency with a major project(s) runs this report on a monthly basis using the schedule shown here:

FY 2010 Month Batch Cycle Date		FY 2010 Month Batch Cycle Date	
July 2009	July 31, 2009	January 2010	January 29, 2010
August 2009	August 31, 2009	February 2010	February 26, 2010
September 2009	September 30, 2009	March 2010	March 31, 2010
October 2009	October 30, 2009	April 2010	April 30, 2010
November 2009	November 25, 2009	May 2010	May 28, 2010
December 2009	December 31, 2009	June 2010	As instructed

After each monthly batch cycle, the agency must allocate the overall expenditures across the State's SDLC phases appropriately and report that information to DoIT on an established quarterly reporting schedule. IV&V costs are the exception to this rubric and can be reflected as a separate cost allocated to IV&V.

During the last week of April, DoIT will provide guidance with regard to monthly FMIS batch cycle reporting dates for FY11, as well as the FY10 project accounting closeout schedule for running FMIS DAFR reports and allocating costs across SDLC phases.

You may contact the DoIT service desk at 410-260-7778 for further information on setting up a major IT project appropriation, running the monthly R*STARS report or to be routed to someone in the DoIT Project Management Office.

State Annual Budget Process

The Office of Systems, Operations and Pharmacy (OSOP) begins the annual budget process/cycle when the Department of Health and Mental Hygiene (DHMH) Budget Management Office (BMO) issues the appropriation level, Budget Instructions/ Guidelines as well as due dates. OSOP prepares the budget request in the specified electronic file format which includes actuals for the three prior years, the current year appropriation and the next fiscal year request. In some instances, a written narrative or justification, i.e., note, must be prepared to support or justify the budget request. In addition, a Detailed Agency Vendor file must be prepared as part of the Annual Budget Request. This detailed file includes all vendor contracts, actuals for the two prior years, the current year appropriation and the next fiscal year request. The budget request electronic files are submitted to the Office of Planning and Finance, Deputy Secretary for Health Care Financing for review. Upon approval by the Deputy Secretary for Health Care Financing, the files are then forwarded to the Department's Budget Management Office for review and incorporation into the Department's budget request. Once the Department's budget is reviewed and approved by both the DHMH Chief Financial Officer and the Secretary, it is submitted to the Department of Budget and Management and eventually to the Legislature for approval.

Once approved by the Legislature, the Governor signs the budget bills into law and DBM issues appropriations of the approved funds back to DHMH.

State Budget Monitoring Process

The Office of Systems, Operations and Pharmacy (OSOP) is required to participate in several fiscal year events for the purpose of budget monitoring. These budget events are coordinated with two DHMH administrations: first, the review is conducted with the Office of Finance, part of the Assistant Secretariat for Health Care Finance and then this information is forwarded to the

Department's primary budget office, Budget Management Office (BMO) under the DHMH Secretary.

Expenditure Management Plan (EMP) – This planning process is conducted in May for the upcoming/impending fiscal year due to start on July 1st. Purpose of EMP is to review the budget appropriation prior to its inception to identify any deficiencies, surpluses, etc. that may be the result of Program changes brought about by events that have occurred since the initial budget formulation. Such changes could be recently mandated Program requirements, obsolete operations, etc.

Acquisitions Tracking

The Routine expenditure requests or small purchases, procurements, etc., that are normally less than \$50,000 are reviewed and approved by OSOP's Budget Officer and/or Chief of Administrative Services prior to staff proceeding with the acquisition.

However, significant, restricted or critical expenditure requests, normally over \$50,000, i.e., major purchases, contracts, etc., must have a DHMH Fund Certification Form completed and reviewed/approved by OSOP's Chief of Administrative Services as well as Office of Finance (OF). The form identifies the description of services, specific funding source, fiscal year(s) and total amounts, General and Federal fund splits, contract begin/end date if applicable. Upon approval by various designees, OSOP staff then proceed with the major purchases, contracts, etc., entering (if necessary) into FMIS for processing. Once entered into FMIS, the transaction must go thru multiple approval paths as follows: OSOP's Chief of Administrative Services, Office of Finance (OF), DHMH's BMO, Office of Procurement and Support Services (OPASS) and then to Department of Information Technology (DOIT), if necessary.

Acquisitions Reports and Metrics

FMIS Monthly Detail Cost Ledgers - Monthly FMIS detail cost ledgers are generated and issued for expenditures incurred for the prior month. The reports are produced by Program and Project or PCA code and reference each line item that incurs expenditure and includes the current month's activity as well as a year-to-date total expenditure amount.

Expenditure Reports and Metrics

OSOP Expenditure Tracking System - OSOP's Budget Officer maintains an expenditure tracking system in which all expenditures are posted upon budgetary approval either by the OSOP Budget Officer and/or the Chief of Administrative Services. The posting may occur upon issuance of Purchase Orders, Blanket Purchase Orders, invoices processed for payment or Corporate Purchasing Card (CPC) purchases.

OSOP Expenditure Tracking System. Expenditures related to specific OSOP contracts are monitored closely as well, with monthly reports being issued to OSOP contract monitors for review and verification.

Changes to the Budget

OSOP staff meet weekly with internal staff to identify any anomalies or events that may cause critical operational areas to exceed the fiscal year appropriation. Based on this information, OSOP's Chief of Administrative Services and OSOP's Budget Officer meet with the Office of Finance (OF) budget staff to review the appropriation for each Project or Program Cost Account (PCA) code and each line item taking into consideration planned expenditures. The Office of Finance (OF) then submits this information to the Department's BMO Office for inclusion in the DHMH EMP submission to the Department of Budget and Management (DBM).

Budget Reconciliations

FMIS Monthly Detail Cost Ledgers reports are reconciled against the OSOP Expenditure Tracking System. In the event there are any unidentifiable expenditures appearing on the report, the OSOP Budget Officer researches and takes any necessary action to reconcile, i.e., transfer of expenditure to appropriate Program via journal entry.

OSOP's Budget Officer can run an adhoc data query to determine year-to-date total expenditures for a specific project and line item. This exercise is part of the monthly reconciliation against the FMIS Detail Cost Ledgers.

COST MANAGEMENT APPROACH

The following section summarizes the project management processes for managing costs on the project as tailored from the PMBOK¹:

- Step 1 - Cost Planning
- Step 2 - Cost Tracking
- Step 3 - Cost Reporting and Metrics
- Step 4 - Cost Control and Changes
- Step 5 - Cost Closeout

Communication is a key part of the cost management process and occurs at every step of the process among the project team, project stakeholders, and consultant teams.

Cost Planning

Resource Planning

Cost estimation begins upon completion of the project Work Breakdown Structure (WBS²). Resource skills are determined based on the needs of the project and the products being

¹ The project has chosen to tailor the PMBOK guidance on Cost as follows: The planning processes of Cost (Resource Planning, Cost Estimating, and Cost Budgeting) have been consolidated into a section called Cost Planning. The PMBOK Controlling processes (Cost Control) have been expanded into four sections called Cost Tracking, Cost Reporting and Metrics, Cost Control and Changes, and Cost Closeout.

² Refer to the project Schedule Management Plan for a description of how the WBS is established.

produced. The project uses and tailors the personnel resource information from MERP to determine the personnel assigned to each task to be completed.

Cost Estimating

Hour estimates are created for each WBS item down to the job level. The necessary skill sets and staff labor categories are identified for each WBS element. Approximate costs are estimated based on the anticipated classification of staff assigned to the work.

The anticipated costs are allocated to each WBS item and totaled. Resource/labor costs are allocated by resource category and total.

The estimates are then used to request funding or funding adjustments for the project. Risks associated with the cost estimates are documented and included in the Risk Register within the Risk Management Plan.

Establishing the Cost Baseline

Once the annual budget is finalized, the MERP PMO Project Manager and MERP PMO Assistant Project Manager review the cost allocation against the approved budget, and make any adjustments, if necessary, to reflect the approved funding for the year. The cost allocations are then considered baselined for the year and tracked moving forward.

Cost Tracking

Project Labor Hour Tracking

All State staff members submit time log sheets at minimum monthly. CMS reimburses States 90% funds for staff time related to activities involving the MMIS and DSS implementation phase. The time log sheets are entered into a MERP Time Tracking database. Reports are generated quarterly to calculate amount of reimbursable funds to request from the federal government.

Vendor Costs and Labor Hours Tracking

The actual vendor hours expended are recorded using vendor attendance records and bi-monthly reports. The associated costs for the vendor's hours are tracked by project milestone to determine if the project milestones are staying within and expected to complete within budget. This information is shared with the MERP Project Team on a weekly basis.

Overall Cost Tracking

Overall costs are compared to the budgeted project costs on a monthly basis by the MERP PMO Assistant Project Manager. Although the total project cost data are available, the State is more interested and focused on the overall vendor costs, which is the overwhelming majority of the cost. Also, although attention is then given to the comparison of the budget to the total cost

incurred to date, most of the focus is on what has been actually paid to date to the vendors. This information is shared with the MERP Project Team on a weekly basis.

Cost Reporting and Metrics

To provide the MERP Project Team with a current view of the project financial status, the following charts are used in the weekly MERP Project Team Financial Report:

- Financials – a chart showing the total projected cost of the MERP Project, compared to the amount paid to date, and compared to the total cost incurred to date.
- Application Development (MMIS Vendor) Reported Financials – Two charts, one showing the incurred costs for the MMIS Vendor by milestone compared to the budget, estimate to complete, estimate at completion, the variance of the estimate at completion with the budget, and the variance of the estimate from the previous report with the budget. The other chart provides a summary of the same information of all milestones (aggregate) broken-out by the phases of the SDLC.
- MERP Project Spending Plan - a chart showing the total budget amounts by fiscal year and by contract of what was appropriated and has been spent.

Cost Control and Changes

Cost Variances

All variances against the baseline of the WBS deliverable items should be documented and discussed at the MERP Project Team meeting. If the variance does not affect the overall project cost baseline, no other action is required.

MERP Project Team

If the cost for any contract is affected, the variance is documented and reported by the MERP PMO Project Manager to the MERP Project Team. The MERP PMO Project Manager and the MERP Project Team review the rationale and discuss the options and mitigations for dealing with the variance, and determine if a re-plan, is necessary. If so, the issue and recommendation is presented to the MERP Executive Steering Committee for review and approval. The MERP Project Team makes the policy decisions to amend the project's cost, scope, schedule, or quality and then the MERP Executive Steering Committee reviews those decisions.

Cost Re-Planning

If a re-plan is deemed necessary by the MERP Project Team, the MERP PMO Project Manager prepares documents to address the re-plan. The State funding documents are included in the next budget cycle and are subject to the normal review and approval processes.

Cost Re-Baselining

Once the re-plan is approved, the MERP PMO Project Manager works with the DHMH Budget Management Office (BMO) to re-baseline the cost data and estimates based on the approved funding. The MERP PMO Project Manager works with DoIT and DBM to adjust the encumbrances and accounting data to reflect the re-plan.

Change Requests

It is inevitable that a project the size of the MERP will have changes in the scope of work that will be reviewed by the MERP Change Control Board in accordance with the Change Control Process. A dollar value for additional cost or credits based on whether the scope has increased or decreased will be assigned to each Change Order. Per current guidelines from DoIT, approval to increase the value of a contract only needs to be sought when the net value of the change requests exceeds the remaining amount of funds available on the contract.

Cost Closeout

At the end of the project, the cost historical information is completed by the MERP PMO Project Manager, reviewed by the DHMH Budget Management Office (BMO), and then submitted to MERP Project Team, the MERP Executive Steering Committee, and DoIT.

Annual Cost Summary

At the end of the fiscal year, the MERP PMO Project Manager and DHMH Budget Management Office (BMO) summarize the actual hours and costs expended against the baseline for the fiscal year. The annual summary is archived for historical purposes.

Lessons Learned on Cost Management

Lessons learned related to costs and cost estimation are used in the development of the subsequent fiscal year's cost baseline.

RECONCILING THE STATE PROCESS TO THE PROJECT PROCESS

As discussed previously, the State budgeting and accounting processes operate separately from the project cost management processes, though they are related. This section discusses the relationships and where these processes must interact and synchronize.

Budgeting and the Cost Baseline

Once the project management baseline budget has been finalized, the MERP PMO team must determine each year if the future annual budget will require adjustments to the base spending authority. If additional spending authority is required, then an entry must be documented in the annual Budget Request. This entry must include the amount of additional funds needed, the contract that the funds will be spent against, and justification for use of these funds. If additional spending authority is not required, the project adjusts the cost baseline to reflect the actual approved budget for the fiscal year.

Attendance Tracking and Time Reporting

State staff submits attendance time log sheets at minimum monthly. The time log sheets are entered into a MERP Time Tracking database. Reports are generated quarterly to calculate amount of reimbursable funds to request from the federal government

Invoice Processing

Vendor invoices must clearly identify the products (Milestone and/or deliverables) and service period for which the invoice is requesting payment. All contractors must adhere to specific invoice requirements set forth in the contract. All contractor invoices are sent directly to the OSOP Chief of Administration Services Office. This office logs-in the invoice, begins the processing cycle and coordinates the actual payment with the MERP PMO once all the appropriate approvals have been received. The OSOP Chief of Administration Services Office retains the original invoice.

After logging the invoice, the OSOP Chief of Administration Services Office routes a copy of the invoice to the MERP PMO for review and approval. Upon receipt of the invoice by the MERP PMO, it is routed to the MERP PMO Assistant Project Manager who verifies that the personnel, classifications, and rates in the invoice correspond to the terms in the contract and that all deliverables have been received and approved. The MERP PMO Assistant Project Manager also verifies the invoiced personnel hours are not in conflict with any previous invoices (double billing) or for any State Holidays (unless granted an advanced approval waiver to allow work for that vendor on that holiday). Terms of the contract will require an amount to be held as retainage, the MERP PMO Assistant Project Manager will verify the calculation of that amount as well. When the review is completed, the MERP PMO Assistant Project Manager will pass the invoice along with its analysis to the MERP PMO Project Manager for review and approval.

If the MERP PMO Assistant Project Manager and/or MERP PMO Project Manager find any errors, the invoice is returned to the contractor noting the discrepancies identified and the OSOP Chief of Administration Services Office is notified. The invoice clock is reset, and will restart again when the contractor resubmits the corrected invoice.

If all the information is acceptable, the MERP PMO Project Manager approves the invoice and the approved paperwork is sent back to the OSOP Chief of Administration Services Office for payment processing and filing.

Budget Changes and Cost Control

Changes to the annual MERP budget and spending plan may be required by the project to support a re-plan. The MERP PMO Project Manager, MERP PMO Assistant Project Manager, the OSOP Chief of Administration Services Office, and the DHMH Budget Management Office will partner to ensure that the State budget and the project management baseline estimates match.

Corrective actions and change requests will follow the appropriate Change Management Plan and Cost Management Plan processes.

Reconciliation

At the end of the fiscal year and at the end of the project, a reconciliation must be completed using both the project cost management and project accounting processes. The expenditures must reconcile to the approved budget and also to the DHMH accounting system. The MERP PMO Assistant Project Manager submits a Fiscal Year Close-Out Report to DoIT to document the reconciliation.

ACRONYM TABLE

Acronym	Definition
BMO	Budget Management Office
CMS	Center for Medicare and Medicaid Services
CPC	Corporate Purchasing Card
DBM	Department of Budget and Management
DDI	Design, Development and Implementation
DHMH	Department of Health and Mental Hygiene
DLS	Department of Legislative Services
DoIT	Department of Information Technology
DSS	Decision Support System
EMP	Expenditure Management Plan
FMIS	Financial Management Information System
IT	Information Technology
ITMCS	Information Technology Management Consulting Services
ITMP	Information Technology Master Plan
ITPR	Information Technology Project Request
IV&V	Independent Verification and Validation
MERP	Medicaid Enterprise Restructuring Project
MMIS	Medicaid Management Information Systems
MITA	Medicaid Information Technology Architecture
MITDP	Major Information Technology Development Project
OBA	Office of Budget Analysis
OF	Office of Finance
OSOP	Office of Systems, Operations and Pharmacy
PCA	Project Cost Accounting
RFP	Request for Proposal
SDLC	System Development Life Cycle

ATTACHMENT N – MERP SERVICE LEVEL METRICS

The Service Level Metrics the MERP Contractor is expected to meet are:

Maryland Service Level Metrics Table*		
#	Service Level Metric	Withholding
FUNDAMENTAL		
1.	<p>Claim Turnaround Time: Applies to all claims submitted by Providers. Ninety-nine percent (99%) of all applicable claims including paper and electronic claims paid or denied within 60 calendar days of receipt unless specified differently by DHMH. The calculation for the Claim Turnaround Time percentage shall be measured daily on the percentage of all claims processed within the number of calendar days from the date of receipt.</p> <p>Contractor must follow CMS Prompt Pay guidelines in Section 5001(f)(2) of ARRA.</p>	<p>Up to 6% of monthly invoice as follows: < 99 % and > 98% Turnaround time met – 1% < or = 98% and > 96% Turnaround –time met - 3% < or = 96% Turnaround time met – 6%</p>
2.	<p>Financial Accuracy: Accurately pay or properly deny in accordance with Maryland Medicaid Policy 99% or higher of the absolute value of claims submitted per invoice period. Capitation and Fee-for-Service claims shall be measured separately for this performance measure. Financial Accuracy percentage shall be calculated as the weighted average of absolute dollars paid correctly as determined by a financially stratified and properly applied sampling methodology. The numerator in the calculation shall be the absolute value of claims paid and denied according to Maryland Medicaid/SCHIP Policy and the denominator shall be the absolute value of claims paid and denied. The sample size and stratification shall be structured to provide a level of precision of 2% at the 95% confidence level.</p>	<p>Up to 6% of monthly invoice as follows: < 99 % and > 98% adjudicated accurately – 1% < or = 98% and > 96% adjudicated accurately - 3% < or = 96% adjudicated accurately – 6%</p>

Maryland Service Level Metrics Table*

#	Service Level Metric	Withholding
3.	<p><u>Claim Payment Accuracy:</u> Accurately pay or properly deny in accordance with Maryland Medicaid Policy 98% or higher of the claims submitted per time period defined by DHMH. Capitation and Fee-for-Service claims shall be measured separately for this performance measure. Claim Payment Accuracy percentage shall be calculated as the weighted average of claims paid plus claims denied correctly as determined by a financially stratified and properly applied sampling methodology. The sample size and stratification shall be structured to provide a level of precision of 2% at the 95% confidence interval. Only underpaid and overpaid claims that result from the failure of the Contractor to prepare the MMIS to properly process same are considered in this calculation. A single claim shall be deemed to have no more than one error for calculating this accuracy category.</p> <ul style="list-style-type: none"> In the event of an identified overpayment caused by the Contractor, Contractor shall pay DHMH within 30 calendar days and shall recoup the funds from the providers at a time specified by DHMH. 	<p>Up to 6% of monthly invoice as follows: < 98 % and > 97% adjudicated accurately – 1% < or = 97% and > 95% adjudicated accurately - 3% < or = 95% adjudicated accurately – 6%</p>
4.	<p><u>Customer Service Support – Call Center (CC)</u></p> <ul style="list-style-type: none"> <u>CC Standard 1: Call Center Availability:</u> Staff operators shall be available to answer calls from 7:30 a.m. to 6:00 p.m., Eastern Time, Monday through Friday except for State holidays. The performance standard shall be measured monthly and shall be reviewed with DHMH in detail as a part of the monthly audit. 	<p>1% of monthly invoice</p>
5.	<p><u>Customer Service Support – Call Center (CC)</u></p> <ul style="list-style-type: none"> <u>CC Standard 2: Average Speed of Answer:</u> Ninety-five percent (95%) of all calls shall be answered within three (3) rings or fifteen (15) seconds. The performance standard shall be measured monthly and shall be reviewed with DHMH in detail as part of the monthly audit. “Answer” shall mean for each caller who elects to speak to a live representative. 	<p>1% of monthly invoice</p>
6.	<p><u>Customer Service Support – Call Center (CC)</u></p> <ul style="list-style-type: none"> <u>CC Standard 3: Timely Response to Call Center Phone Inquiries:</u> One-hundred percent (100%) of call center open inquiries shall be resolved and closed within nine (9) working days. The performance standard shall be measured monthly and shall be reviewed with DHMH as part of the monthly audit. DHMH shall provide the definition of “closed” for this performance measure. 	<p>1% of monthly invoice</p>

Maryland Service Level Metrics Table*

#	Service Level Metric	Withholding
7.	<p><u>Customer Service Support – Call Center (CC)</u></p> <ul style="list-style-type: none"> • <u>CC Standard 4: Call Abandonment Rate:</u> Abandoned rate calls shall be 3% or less. The performance standard shall be measured monthly and shall be reviewed with DHMH as part of the monthly audit. A call shall be considered “abandoned” if the caller elects an option and is either not permitted access to that option or disconnects from the system. 	1% of monthly invoice
8.	<p><u>Customer Service Support – Call Center (CC)</u></p> <ul style="list-style-type: none"> • <u>CC Standard 5: Busy Out/Blocked Call Rate:</u> Busy Out/Blocked Call rate shall be 1% or less. The performance standard shall be measured monthly and shall be reviewed with DHMH as part of the monthly audit. A Busy Out/Blocked Call is a call made by a caller but is not allowed into the system. 	1% of monthly invoice
9.	<p><u>Customer Service Support – Call Center (CC)</u></p> <ul style="list-style-type: none"> • <u>CC Standard 6: On Hold Time:</u> On Hold Time rate shall be less than two (2) minutes 95% of the time. The performance standard shall be measured monthly and shall be reviewed with DHMH as part of the monthly audit. The On Hold Time shall be defined as the time elapsed before response by a human operator to a caller’s inquiry. 	1% of monthly invoice
10.	<p><u>Customer Service Support – Eligibility Verification Support (EVS)</u></p> <ul style="list-style-type: none"> • <u>EVS Standard 1: Automated Voice Response and Eligibility Verification System:</u> AVR, eligibility verification system (EVS), and any other application providing member and provider information support shall be available 24-hours-per-day, seven-days-per-week. The performance standard shall be measured monthly and shall be reviewed with DHMH in detail as a part of the monthly audit. 	<p>Up to 6% of monthly invoice as follows:</p> <p>EVS available < 100% and > 98% - 1%</p> <p>EVS available < or = 98% and > 95% - 3%</p> <p>EVS available < or = 95% - 6%</p>
11.	<p><u>Customer Service Support – Correspondence Response (CR)</u></p> <ul style="list-style-type: none"> • <u>CR Standard 1: Timely Response to Written Correspondence:</u> One-hundred percent (100%) of all written correspondence (non electronic) shall be mailed to the correct provider or member within three (3) working days from the day the correspondence is received. The performance standard shall be measured monthly and shall be reviewed with DHMH as part of the monthly audit. 	<p>Up to 3% of monthly invoice as follows:</p> <p><100% and > 95 % response – 1 %</p> <p>< or = 95% and > 85% response – 2%</p> <p>< or = 85% response – 3%</p>

Maryland Service Level Metrics Table*

#	Service Level Metric	Withholding
12.	<p><u>Customer Service Support – Correspondence Response (CR)</u></p> <ul style="list-style-type: none"> • <u>CR Standard 2: Timely Response to Electronic Correspondence:</u> One-hundred percent (100%) of all electronic correspondence including e-mail, faxes, web portal inbox, and other electronic responses shall be sent to the correct provider or member within three (3) working days from when the electronic correspondence is received. The email date stamp shall determine the response date. The performance standard shall be measured monthly and shall be reviewed with DHMH as part of the monthly audit. 	<p>Up to 3% of monthly invoice as follows:</p> <p><100% and > 95 % response – 1 %</p> <p>< or = 95% and > 85% response – 2%</p> <p>< or = 85% response – 3%</p>

Maryland Service Level Metrics Table*

#	Service Level Metric	Withholding
13.	<p><u>Response Time:</u> The Contractor shall meet the system response time requirements. Response time shall be measured during normal working hours, which are 7 a.m. to 7 p.m., Eastern Standard Time, Monday through Friday, and on Saturdays 8 a.m. to 12 p.m., Eastern Standard Time, except for State-observed holidays. The Contractor shall provide a system to monitor and report on response times. The web portal response times shall be measured 24-hours-a-day, seven-days-a-week, except for DHMH-approved time for system maintenance. The Contractor shall only be responsible for that portion of the system and communication link for which the Contractor has responsibility and control. For system response time performance measures, Contractor control shall be defined as any Subcontractor/Contractor service or point up to and including the DHMH side of the router. The Contractor shall ensure system response times meet the minimum standards listed below:</p> <ol style="list-style-type: none"> 1) The system Record Search Time shall be within four (4) seconds for 95% of record searches. Record Search Time is the time elapsed after the search command is entered until the list of matching records loads to completion on the monitor. 2) The system Record Retrieval Time shall be within four (4) seconds for 95% of records retrieved. Record Retrieval Time is the time elapsed after the retrieve command is entered until the record data loads to completion on the monitor. 3) The system Screen Edit Display Time shall be within two (2) seconds for 95% of the time. Screen Edit Time is the time elapsed after the last field is filled on the screen with an enter command until all field entries are edited with errors highlighted on the monitor. 4) The system New Screen/Page Time shall be within two (2) seconds for 95% of the time. New Screen/Page Time is the time elapsed from the time a new screen is requested until the data from the screen loads to completion on the monitor. 	<p>Up to 6% of monthly invoice as follows: Any 1 of 8 not met: - 1% Any 2 of 8 not met: - 2% Any 3 of 8 not met: - 4% Any 4 or more of 8 not met: -6%</p>

Maryland Service Level Metrics Table*

#	Service Level Metric	Withholding
13. (cont)	5) The system Print Initiation Time shall be within two (2) seconds for 95% of the time. Print Initiation Time is the time elapsed from the command to print until the print job appears in the appropriate queue. 6) The system shall display ad-hoc and on-demand reports within the timeframes defined by DHMH in the report request, but normally within five (5) seconds after the request is initiated 95% of the time. 7) The system Web Portal Response Time shall be within four (4) seconds for 99% of the time. Web Portal Response Time is the elapsed time from the command to view a response until the response appears or loads to completion on the monitor. 8) The retrieval time for EDMS images stored in the most recent 12 months shall be within 10 seconds for 95% of the time. Each subsequent page of the same document (or a claim and its attachments) shall be displayed in one (1) second or less 95% of the time. Image Retrieval Time is the time elapsed after the retrieve command is entered until the image data loads to completion on the monitor.	See above
14.	<p><u>Error Correction and Problem Resolution:</u> The Contractor shall be required to notify DHMH immediately upon identification of an error. DHMH shall determine Priority 1 and Priority 2 errors. The Contractor shall resolve all errors within the following timeframes:</p> <ul style="list-style-type: none"> • Priority 0 Errors (system unavailable) – within 2 hours. • Priority 1 Errors (serious production issues) – within 24 hours. • Priority 2 Errors (significant production issue where work around is available) – within five business days. • Priority 3 Errors (all others) – within an agreed-upon schedule between the Contractor and DHMH (This shall be measured on a schedule defined by DHMH.) (see definitions Section 1.4.3.7.1.4)	Up to 6% of monthly invoice as follows: Priority 0 Errors SLM not met -3% Priority 1 Errors SLM not met – 1.25% Priority 2 Errors SLM not met – 1.25% Priority 3 Errors SLM not met – 0.5%
#	Service Level Metric	Withholding
KEY		
1.	<p><u>Quality Management Program:</u> The Contractor shall implement and operate an ongoing Quality Management Program at no additional cost to DHMH for measuring and reporting performance. The Contractor shall document and implement Corrective Action Plans (CAP) on the Contractor’s own initiative or when requested by DHMH. Contractor shall submit a monthly Report Card to DHMH by 12:00 PM ET, on the 10th of each month or the next business day if the 10th falls on a non-work day.</p>	0.5% of monthly invoice

Maryland Service Level Metrics Table*		
#	Service Level Metric	Withholding
2.	<p><u>Key Staff Requirements:</u></p> <ul style="list-style-type: none"> Positions that are designated as Key Staff shall not remain vacant for more than 30 calendar days. Key Staff positions shall not be filled with employees who shall fulfill the roles and responsibilities of the position in a temporary capacity and/or maintain responsibilities for another position. 	0.5% of monthly invoice
3.	<p><u>Adjustments:</u> Adjustments shall be completed within 30 days of submission.</p>	0.5% of monthly invoice
4.	<p><u>Correction of Deficiencies:</u> Following the date DHMH identifies deficiencies in the Contractor's performance, the Contractor shall develop a CAP within ten (10) workdays. If rejected, the Contractor shall provide a revised CAP within five (5) workdays.</p>	0.5% of monthly invoice
5.	<p><u>Bank Reconciliation:</u> The Contractor shall reconcile bank statements for all financial bank accounts tracked via the Maryland MMIS on a monthly basis or other mutually agreed upon schedule. The bank accounts shall balance. Within 15 calendar days from the date the Contractor received an account statement from the financial institution, the Contractor shall provide DHMH with a copy of the statement accompanied by a completed reconciliation.</p>	0.5% of monthly invoice
6.	<p><u>Claims Turnaround Time – Clean Claims</u> Ninety-five percent (95%) of clean claims including paper and electronic claims must be paid or denied within 14 calendar days of receipt. A clean claim means the claim is properly completed and contains all required data elements necessary for processing. The calculation for the Claim Turnaround Time percentage shall be measured on the percentage of all clean claims processed within the number of working days from the date of receipt as listed above.</p> <ul style="list-style-type: none"> The performance standard does not apply to a claim during the period the claim is suspended for information outside the Contractor's claims processing system or scope of responsibility or control. 	0.5% of monthly invoice
7.	<p><u>Notification of Claims Payment Errors:</u> Within 48 hours of discovery of any overpayments, duplicate payments, or incorrect payments (regardless of cause), Contractor shall notify DHMH and provide written explanation, cause, resolution, and timeframe for correction of the error per DHMH requirements.</p>	0.5% of monthly invoice

Maryland Service Level Metrics Table*		
#	Service Level Metric	Withholding
8.	<p><u>Customer Service Support – Call Center (CC)</u> <u>CC Standard 7: Accurate Response to Call Center Phone Inquiries:</u> Customer Service Representative Accuracy rate shall be 90% or higher based on a sampling of all calls monitored by DHMH. The performance standard shall be measured monthly and shall be reviewed with DHMH in detail as part of the monthly audit.</p>	0.5% of monthly invoice
9.	<p><u>Customer Service Support – Call Center (CC)</u> <u>CC Standard 8: Accurate Response to Written and Electronic Correspondence:</u> DHMH reserves the right to review all responses to provider and member correspondence. 100% of responses to provider and member correspondence shall accurately reflect State law and regulations. The performance standard shall be measured monthly and shall utilize a statistically significant sample of open correspondence for DHMH review as part of the monthly audit.</p>	0.5% of monthly invoice
10.	<p><u>MMIS System Availability:</u> The MMIS system and database shall be available and accessible to multiple users 24-hours-a-day, seven-days-a-week, except for mutually approved (e.g. Contractor and DHMH) time for system maintenance. DHMH shall be notified immediately of any unscheduled down time. Any unscheduled down time shall also be documented and explained in writing to DHMH within 48 hours.</p>	0.5% of monthly invoice
11.	<p><u>Web Portal and Ancillary System Availability:</u> The Web Portal and other client facing ancillary system components as developed under this contract shall be available 24-hours-a-day, seven-days-a-week except for DHMH approved time for system maintenance. Any unscheduled down time shall also be documented and explained in writing to DHMH within 48 hours.</p>	0.5% of monthly invoice
12.	<p><u>Disaster Recovery:</u> The Contractor shall restore EVS operations within 24 hours and resume all remaining critical operations within five (5) work days following a natural or manmade disaster.</p>	0.5% of monthly invoice
13.	<p><u>Disaster Recovery Simulation :</u> The Contractor shall perform an annual DR simulation per mutually agreed Contractor and DHMH requirements. A report of DR simulation and the back-up site review shall be submitted within 15 calendar days of the simulation exercise.</p>	0.5% of monthly invoice

Maryland Service Level Metrics Table*

#	Service Level Metric	Withholding
14.	<p><u>Delivery Schedule:</u> DHMH shall approve the Contractor interface file and reporting schedule, distribution, and frequency and the Contractor shall provide alerts for interface file creation and report production and distribution.</p> <ul style="list-style-type: none"> • Electronic daily reports shall be delivered by 8 a.m. local time of the next business day. • Daily reports shall be delivered by noon of the next business day. • Weekly reports and cycle processing reports shall be delivered by noon of the next business day after the scheduled run. • Monthly reports shall be delivered by noon within five (5) business days following the end of the month. • Quarterly reports shall be delivered by noon within five (5) business days following the end of the quarter. • Annual reports shall be delivered by noon within 20 business days following the end of the year (Federal fiscal, State fiscal, or other annual cycle). • Interface data shall be generated and transmitted by 6am EST on the business day following the scheduled creation of the interface data. 	0.5% of monthly invoice
15.	<p><u>Document Availability:</u> Online EDMS images of all documents shall be made available for immediate viewing and retrieval within one (1) business day of document generation.</p>	0.5% of monthly invoice
16.	<p><u>Documentation Imaging Schedule:</u> All documents shall be imaged within two (2) business day of receipt and made available for immediate viewing and retrieval.</p>	0.5% of monthly invoice
17.	<p><u>Publications:</u> Publications shall be printed and sent to the requestor within 10 business days of the request date. Publications include but are not limited to: Provider Notices, Action Transmittals, and Information Memos.</p>	0.5% of monthly invoice

Maryland Service Level Metrics Table*

#	Service Level Metric	Withholding
18.	<p><u>Updates and Enhancements:</u> The Contractor shall provide support for Updates and Enhancements via CSR process. The Contractor shall:</p> <ul style="list-style-type: none"> • Provide a statement of understanding in writing within 10 business days of receipt of CSR.. • Report the status of each CSR monthly as part of the change control process as required and requested by DHMH. • Complete CSR by agreed-upon date. • Provide updated documentation as specified by DHMH related to CSR implementation including, but not limited to system, user, training, or other online documentation. Documentation shall be provided to DHMH within 15 calendar days of CSR implementation. 	0.5% of monthly invoice
19.	<p><u>Data Maintenance Requests:</u> The Contractor shall complete data maintenance requests within 24 hours of receipt from DHMH or within the mutually agreed timeframe between the Contractor and DHMH.</p>	0.5% of monthly invoice
20.	<p><u>SAS 70 Audit:</u> The Contractor shall have completed and delivered to DHMH by April 15 of each year a report on Controls Placed in Operation and Tests of Operating Effectiveness audit performed under the American Institute of Certified Public Accountants (AICPA) Statement of Accounting Standards (SAS) 70 Type II. DHMH shall specify the SAS 70 Type II audit reports and level of detail for the reports delivered to DHMH each year. The initial report coverage period shall begin two months prior to MMIS implementation and extend to the following March 31. For subsequent reports, the annual coverage period shall extend from April 1 to March 31. The Contractor shall respond with a proposed CAP within 30 calendar days of receiving the audit report, if necessary. The Contractor shall complete implementation of the State-approved CAP within 40 calendar days of approval unless otherwise specified by the State. DHMH shall approve the coverage period and auditor selected for the audit.</p>	0.5% of monthly invoice
21.	<p><u>Medical Care Program Cards:</u> Produce and distribute recipient Medical Care Program cards within 24 hours.</p>	0.5% of monthly invoice
22.	<p><u>Eligibility Error Correction:</u> Identify and correct errors and discrepancies resulting from the recipient update process, as defined by Recipient Management requirements, within 48 hours.</p>	0.5% of monthly invoice

Maryland Service Level Metrics Table*		
#	Service Level Metric	Withholding
23.	<u>Newborn Enrollment:</u> Enroll newborns from hospitals and DHMH hotline into MMIS within 48 hours.	0.5% of monthly invoice
24.	<u>System Generated Claims:</u> Claims automatically generated by the MMIS must be created and transmitted within 24 hours of the scheduled creation date.	0.5% of monthly invoice
* Service Level Metrics with multiple criteria must be met in their entirety.		

ATTACHMENT O – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

RFP Title: **Project Name for RFP**

Agreement Number: #**ADPICS PO**

Title of Deliverable: _____

RFP Reference Section # _____

Deliverable Reference ID # _____

Name of Contract Monitor:

Contract Monitor Signature

Date Signed

Name of Contractor's Support Manager: _____

Contractor's Support Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION **ERROR! REFERENCE SOURCE NOT FOUND. OF THE RFP.**

ATTACHMENT P – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Requesting Agency
RFP Title: RFP Project Name
Contract Monitor: Contract Monitor and Phone Number

To:

The following deliverable, as required by Agreement #ADPICS PO, 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 Monitor Signature

Date Signed

ISSUED BY THE Contract Monitor AS REQUIRED IN SECTION **ERROR! REFERENCE SOURCE NOT FOUND.** OF THE RFP.

ATTACHMENT Q – Acronym List

Acronym	Definition
CARES	Client Automated Resource Eligibility System
CCB	Change Control Board
COTS	Commercial Off-The- Shelf
CMS	Centers for Medicare and Medicaid Services
CRM	Customer Relationship Management
DDA	Developmental Disabilities Administration
DDI	Design, Development and Implementation
DHMH	Department of Health and Mental Hygiene
DSS	Decision Support System
HHS	Health and Human Services
IAPD	Implementation Advance Planning Document
MCP	Medical Care Programs
MERP	Medicaid Enterprise Restructuring Project
MMIS	Medicaid Management Information Systems
MPMO	Medicaid Project Management Office
MHS	Mental Health Services
MITA	Medicaid Information Technology Architecture
NTP	Notice to Proceed
OES	Office of Eligibility Services
OF	Office of Finance
OHS	Office of Health Services
OP	Office of Planning
OPASS	Office of Procurement and Support Services
OSOP	Office of Systems, Operations and Pharmacy
PMI	Project Management Institute
PMO	Project Management Office
PMP	Project Management Plan
PMSQMS	Project Management Support and Quality Management Support
QA/QC	Quality Assurance/Quality Control
RFP	Request for Proposal
SDLC	System Development Life Cycle
SOA	Service Oriented Architecture