Department of Health

REQUEST FOR PROPOSALS (RFP)

SOLICITATION NO. 19-17786

Issue Date: January 16, 2018

Quality Assurance and Data Management of the Maryland Cancer Registry

NOTICE

A Prospective Offeror that has received this document from Maryland Department of Health's website https://health.maryland.gov/pages/index.aspx, the eMaryland Marketplace website https://emaryland.buyspeed.com/bso/, or a source other than the Procurement Officer, and that wishes to ensure receipt of any changes or additional materials related to this RFP should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
NOTICE TO VENDORS

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

Title: Quality Assurance and Data Management of the Maryland Cancer Registry
Solicitation No: 19-17786

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

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

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

REMARKS:

_____

_____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
DEPARTMENT OF HEALTH
RFP KEY INFORMATION SUMMARY SHEET

Request for Proposals:	**Quality Assurance and Data Management of the Maryland Cancer Registry**
Solicitation Number:	**19-17786**
RFP Issue Date:	**January 16, 2018**
RFP Issuing Office:	**Department of Health**
Procurement Officer:	**Dana Dembrow** **201 W. Preston Street, Rm. 416D** **Baltimore, MD 21201** **Phone: 410-767-9074 Fax: 410-333-5958** **e-mail: mdh.solicitationquestions@maryland.gov**
Contract Officer:	**Afua Tisdale** **Office of Procurement and Support Services** **e-mail: mdh.solicitationquestions@maryland.gov**
Procurement Coordinator:	**Michele Ferges** **Phone: 410-767-5039 Fax: 410-333-7106** **e-mail: michele.ferges@maryland.gov**
Contract Monitor:	**Kimberly Stern** **Maryland Cancer Registry** **Center for Cancer Prevention and Control** **Prevention and Health Promotion Administration** **201 W. Preston Street, Rm 400** **Baltimore, MD 21201** **Phone: 410-767-5521 Fax: 410-333-5218** **e-mail: kimberly.stern@maryland.gov**
Proposals are to be sent to:	**DEPARTMENT OF HEALTH** **201 W. Preston Street, Rm. 416D** **Baltimore, MD 21201** **Attention: Dana Dembrow**
Pre-Proposal Conference:	**February 2, 2018 at 10:00 a.m. Local Time** **201 W. Preston St., Room L-4, Baltimore, MD 21201**
Proposal Due:	**February 26, 2018 at 2:00 p.m. Local Time**
MBE Subcontracting Goal:	**0%**

VSBE Subcontracting Goal:	**0%**
Contract Type:	**Firm fixed price**
Contract Duration:	**Five (5) years**
SBR Designation:	**No**
Federal Funding:	**Yes**

Table of Contents

SECTION 1 – MINIMUM QUALIFICATIONS

1 Offeror Minimum Qualifications

There are no Offeror Minimum Qualifications for this procurement.

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SECTION 2 – CONTRACTOR REQUIREMENTS: SCOPE OF WORK

2.1 Summary Statement

2.1.1 The Maryland Department of Health (MDH)'s Center for Cancer Prevention and Control (CCPC) is seeking a Contractor to provide quality assurance, data processing, and database management services for the Maryland Cancer Registry (MCR) in accordance with the data requirements of Annotated Code of Maryland Health-General §18-203 and §18-204 (http://www.lexisnexis.com/hottopics/mdcode/); Code of Maryland Regulations (COMAR) 10.14.01 (http://www.dsd.state.md.us/COMAR/ComarHome.html); Public Law 102-515 (https://www.cdc.gov/cancer/npcr/npcrpdfs/publaw.pdf); the standards set by the National Program of Cancer Registries (NPCR) (**Attachment Q1-7**); and North American Association of Central Cancer Registries (NAACCR)(https://www.naaccr.org/).

2.1.2 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is five (5) years preceded by a two (2) month Start-up Period. No payment will be made for the two (2) month Start-up Period. The State intends to make a single award as a result of this RFP. See RFP Section 4.9 for more Contract award information.

2.1.3 An Offeror, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

2.2 Background and Purpose

2.2.1. Maryland Cancer Reporting Law. The MCR collects, maintains, and reports data on cancer incidence in the State of Maryland as mandated by Annotated Code of Maryland, Health-General § 18-203-204. The law mandates the electronic submission of all incident cancer reports (reports of invasive cancers and certain in situ [pre-malignant] cancers) to the MCR by hospitals, radiation therapy centers, and freestanding diagnostic laboratories licensed in Maryland. The reporting law requires freestanding ambulatory care facilities, and physicians whose non-hospitalized cancer patients are not otherwise reported, to report cancer cases diagnosed and/or treated. It also requires the electronic submission of benign brain and Central Nervous System (CNS) tumors to the MCR. Additional requirements may be found in applicable laws and regulations.

All Reporting Facilities are required to submit these electronic reports within six (6) months of initial cancer/tumor diagnosis or treatment. Data are received through the Internet, either via file upload or online data entry. For reporters with a low annual cancer caseload (defined as less than 100 cases), hard copy reports are accepted. Data are used to track trends and uncover geographic differences in cancer incidence, as well as provide a systematic basis for conducting broad-based programs in cancer prevention and control throughout the State.

2.2.2. MCR Operations. The MCR is comprised of a central office (located at MDH State Center) and a data processing/quality assurance center. In addition to custodial oversight of the MCR, the central office oversees administrative and technical aspects of the operations. The data processing/quality assurance center receives and process all cancer reports; consolidates all reports for each cancer occurrence into an individual tumor record; manages the MCR Internet portal, software, and master database; and performs auditing and quality assurance/quality control (QA/QC) activities.

2.2.3. MCR Software. All MCR data are processed and stored in Registry Plus software provided by the Centers for Disease Control and Prevention (CDC), which is located online at http://www.cdc.gov/cancer/npcr/tools/registryplus/index.htm. The CDC provides technical consultation and upgrades to the software free of charge. Software and hardware maintenance and technical consultation are performed by personnel at the data processing/quality assurance center. Registry Plus products comprise of a set of computer programs that provide the necessary functions to operate and manage a central cancer registry, including:

2.2.3.1. Web Plus, which allows the submission of abstracts by both file upload and direct data entry to the currently contracted vendor;

2.2.3.2. Prep Plus, which initially processes abstracts submitted, in order to prepare the abstracts for loading into Central Registry System (CRS) Plus;

2.2.3.3. CRS Plus, which manages the linkage, consolidation, storage, and maintenance of cancer registry data for patients, tumors, and abstracts;

2.2.3.4. Link Plus, which is used to compare files (both internal and external records) to the MCR master database; and

2.2.3.5. eMaRC Plus, which creates abstracts from HL7 reports received from laboratories and Clinical Document Architecture (CDA) files received from Meaningful Use (MU) submissions.

The current contractor maintains a website for the submission of files via Web Plus, as well as maintains a secure document server for exchange of MDH data for researchers.

2.2.4. National Program Standards. The MCR is a member of North American Association of Central Cancer Registries (NAACCR) and the CDC's NPCR; and strives to ensure that all central registry operations are in compliance with both NAACCR and NPCR standards. The NAACCR program standards are included in the following documents: NAACCR Standards for Cancer Registries, Volume II: Data Standards and Data Dictionary, and NAACCR Standards for Cancer Registries, Volume III: Standards for Completeness, Quality, Analysis, and Management of Data. Both documents are available for download from the NAACCR website: www.NAACCR.org. The NPCR program standards are attached as **Attachment Q1**.

2.2.5. Annual Data Quality Review and Certification. MCR data are evaluated for certification by NAACCR on an annual basis, using the most recent complete year of incidence data. The purpose of the review is to certify the quality of the data is sufficient to use in the calculation of standard incidence statistics. The MCR was most recently awarded Gold Certification. The certification criteria for NAACCR are listed below:

Table 1. NAACCR Certification Criteria

Data Element	Gold Certification	Silver Certification
Completeness	95% complete	90% complete
% Passing Edits	100% of records pass edits	97% of records pass edits
Death Certificate Only Cases (DCO)	≤ 3%	≤ 5%
Timeliness	Received by NAACCR due date (within 23 months of diagnosis)	
Duplicate Reports	≤ 1/1,000	≤ 2/1,000
Missing Data Fields: Sex, Age, County	≤ 2%	≤ 3%
Missing Data Field: Race	≤ 3%	≤ 5%

MCR data (i.e., 23 month and 12 month data) are also submitted to CDC's NPCR for evaluation each year, and the NPCR standards are listed in **Attachment Q1-Q7**.

2.2.6 Submission of Records to the MCR. The MCR has been utilizing web-based reporting for more than a decade, and all hospitals submit data using Web Plus. All external states with whom the MCR exchanges data, submit records via file upload to Web Plus. As noted above, several small facilities are permitted to submit reports using paper forms; however, MCR aims to transition these facilities to electronic submission within the next three (3) years.

2.2.7 Audits. Currently hospital case-findings are conducted annually for all hospitals, while Re-abstraction audits are completed on a rotating five (5) year basis. Reporting facilities receive a written report on audit results. Additionally, the MCR itself is audited by CDC's NPCR at least once every five (5) years.

2.2.8 Annual Reports. The MCR publishes an annual report on cancer incidence in Maryland, and MDH is required to deliver a Fiscal Year (FY) report to the Maryland General Assembly no later than September 1st of each year.

2.2.9 Technical Assistance. A hotline is used to provide technical assistance to Reporting Facilities.

2.2.10 Website. The MCR maintains a website which is located at: http://phpa.dhmh.maryland.gov/cancer/Pages/mcr_home.aspx.

2.2.11 Average Processing of the MCR, as of FY16:

2.2.11.1 Hard Copy Abstracts: 2,000 per year;

2.2.11.2 HL7 Reports: 9,000 per year;

2.2.11.3 Abstracts: 80,000 per year;

2.2.11.4 Consolidated Records: 52,000 per year;

2.2.11.5 Submission Records: 33,000 per year; and

2.2.11.6 Abstract Records in MCR Software, Total: 1.6 million.

2.3 Scope of Work - Requirements

All services to be performed under this Contract, in addition to meeting the requirements identified under the RFP, shall be performed in accordance MDH guidelines and the standards set by NPCR (**Attachment Q1-7**), NAACCR, and the data requirements of Annotated Code of Maryland Health – General §§ 18-203-204 (http://www.lexisnexis.com/hottopics/mdcode/), Code of Maryland Regulations 10.14.01 (http://www.dsd.state.md.us/COMAR/ComarHome.html), and Public Law 102-515 (https://www.cdc.gov/cancer/npcr/npcrpdfs/publaw.pdf).

2.3.1. Transition and Start-Up

The Contractor shall:

2.3.1.1. Conduct a Kick-Off Meeting. Within seven (7) Days after the Notice to Proceed (NTP), the Contractor shall organize and conduct a Kick-Off Meeting. The Contractor shall present for discussion any proposed modifications to the Work Plan previously submitted as part of its Technical Proposal. The timeline and Work Plan shall meet all due dates for deliverables noted in the "Deliverables and Key Performance Indicators" set forth at Section 2.3.3 of this RFP and shall be submitted

to the Contract Monitor following the meeting. Any subsequent amendments to the Work Plan or timeline shall be in writing and signed and approved by both the Contract Monitor and the Contractor.

2.3.1.2. Develop a Work Plan for satisfactory completion of all Contract deliverables. Within seven (7) Days after the Kick-Off Meeting and fourteen (14) Days after the Notice to Proceed, the Contractor shall submit two (2) hard copies of a finalized Work Plan. All activities listed in the Work Plan are subject to approval by MDH and the Contract Monitor.

2.3.1.3. Staffing Requirements. Within 21 Days of the Notice to Proceed, the Contractor shall have in place all fully qualified staff per the Contractor's proposed organizational structure and shall, at a minimum, include the following staff positions:

2.3.1.3.1. Director of Operations: This individual shall be responsible for the overall implementation of the Contract and successful completion of all deliverables. He/she shall have at least five (5) years of experience in managing databases, and in supervising data collection, data processing, data analysis, and data quality assurance of databases.

2.3.1.3.2. Project Director: This individual shall be responsible for the daily management of the project. He/she shall have knowledge of all aspects of central cancer registry operations including, but not limited to: data collection, quality assurance, data processing, and database management. He/she shall also have knowledge of the clinical aspects of cancer. Credentials shall consist of at least one of the following: a Certified Tumor Registrar (CTR) with at least four (4) years of experience operating a hospital or central cancer registry, or an individual with a graduate degree in medicine (MD), statistics, public health, or epidemiology with at least three (3) years of experience operating a cancer registry or other health registry.

2.3.1.3.3. Quality Control Supervisor: This individual shall oversee all quality assurance and quality control activities, including performance of CTRs. He/she shall be a CTR with at least five (5) years of experience in quality control and/or quality assurance at a hospital-based and/or central cancer registry. It is preferred that this individual also have central cancer registry experience.

2.3.1.3.4. Certified Tumor Registrars: The Contractor shall provide CTRs sufficient in number and training to:

2.3.1.3.4.1. Perform registration and processing of reports;

2.3.1.3.4.2. Perform case-finding and Re-abstraction audits at Reporting Facilities;

2.3.1.3.4.3. Perform quality assurance and case consolidation activities;

2.3.1.3.4.4. Provide technical support for Reporting Facilities; and

2.3.1.3.4.5. Assure timely completion of all tasks and reports required by the Contract.

2.3.1.3.5 Database Manager: The Contractor shall provide a Database Manager with at least three (3) years of experience managing a relational database

and three (3) years of experience with Structured Query Language (SQL) and .NET. This individual will update and provide support for the Registry Plus suite of applications and provide support for Reporting Facilities which submit electronic data reports (e.g., set up user IDs and passwords, answer technical questions). In addition, this individual will customize Web Plus, Prep Plus, and CRS Plus with Maryland edit metafiles, facility display types, default values, etc. This individual shall maintain two (2) Access databases (one to maintain a list of Reporting Facilities and contacts of the MCR, and one to log in abstracts received), as well as produce extracts of the consolidated or abstracts database for analysis by the Contractor and/or MDH. He/she will perform SQL queries as needed for routine and requested management reports, apply new data from Geocoding and death updates to the existing database, and de-duplicate the database according to NAACCR and NPCR standards.

2.3.1.3.6 Database Administrator: The Contractor shall provide a Database Administrator with at least three (3) years of experience in maintaining the hardware for a SQL and .NET database, and the Web servers and firewall(s) required for connectivity between facilities and the MCR database, assuring security of the database, and electronic transfer and access to data. The Database Administrator will oversee security and integrity of the database assuring that any SQL queries of, and changes to, the MCR database are made in accordance with established MCR procedures.

2.3.1.3.7 Trainer: The Contractor shall provide a CTR who will be assigned to train Facility Reporters on Web Plus data entry, Web Plus data upload, and the rules of case abstraction and coding in accordance with NPCR and NAACCR standards and shall have at least five (5) years of experience.

2.3.1.3.8 Other Experienced Personnel: The Contractor shall provide other support staff sufficient in number and training to ensure timely and accurate completion of contract deliverables. For example, this can include administrative assistant, research assistants, and/or IT coders.

2.3.1.4 Participate in orientation. The Contract Monitor will provide orientation for the Contractor's project staff. The orientation, which is expected to last three to four Business Days, will include review of Maryland laws and regulations, national standards, and current policies, procedures, software, and technical requirements.

2.3.1.5 Allow full participation of the Contract Monitor in the ongoing, on-site start-up operations of the Contractor, including interacting directly with Contractor staff, viewing abstract processing, participating in customizing Registry Plus software, selecting edit sets, and other aspects of database management and quality assurance that the Contract Monitor deems necessary.

2.3.1.6 Provide and set-up the information technology infrastructure to support electronic reporting by facilities over secure Internet connections to the MCR database, Registry Plus, and a Web-based document server for secure data exchange. All servers must be located in the U.S. Contractor will develop data security plan that MDH will audit at least once during the Contract.

2.3.1.6.1 Within twenty-one (21) Days of the Notice to Proceed, provide and set up necessary computer hardware, including servers and computers for MCR Contractor staff, necessary to maintain the MCR database. The Contract Monitor will inspect the set up of computer hardware. The Contractor shall include the cost of hardware and software in the financial proposal. All hardware and software shall be compatible with the Registry Plus software. System requirements can be found at http://www.cdc.gov/cancer/npcr/pdf/registryplus/registry_plus_requirements.pdf.

2.3.1.6.2 Within twenty-one (21) Days of the Notice to Proceed, establish necessary secure Internet connections and local connectivity for Contractor staff to access the MCR servers and databases. Within twenty-one (21) Days of the Notice to Proceed, provide connectivity for all Reporting Facilities to the MCR database on a secure Web server.

2.3.1.6.3 Maintain secure Web access to the MCR seven (7) Days per week for Web Plus online data entry and data file uploading. Access must be available at least 99.9% of the time on Business Days between the hours of 6:00 a.m. and 6:00 p.m. Local Time, and at least 99% of the time overall.

2.3.1.7 Maintain the MCR Contractor database using Registry Plus software, developed and supported by the CDC, for approved MCR reporters.

2.3.1.7.1 Within twenty-one (21) Days of the Notice to Proceed and with the Contract Monitor's assistance, obtain from the prior MCR contractor (if the selected Contractor is not the incumbent) a copy of the latest version of the confidential MCR database in Registry Plus (http://www.cdc.gov/cancer/npcr/tools/registryplus/), and copies of hard copy logs and electronic logs of abstracts submitted to the MCR.

2.3.1.7.2 Within twenty-one (21) Days of the Notice to Proceed and with the Contract Monitor's assistance, obtain training from prior Contractor (if the selected Contractor is not the incumbent) for up to four (4) people on how to manage and administer the program software and database of the Registry Plus system, including, but not limited to, changing edits in the various components of the Registry Plus system, managing abstracts through each component of the Registry Plus system, creating data sets for MDH, NAACCR and NPCR, and performing data exchange with other states and the District of Columbia (DC). MDH requires the training to involve at least the Contractor's Database Manager and Quality Assurance Supervisor; other participants are at the discretion of the Contractor.

2.3.1.7.3 Within thirty (30) Days of the Notice to Proceed, install and utilize the current automated MCR data management system, Registry Plus, developed and supported by the CDC, and populated with MCR data, and train staff in the operation of Registry Plus. The Contractor shall work closely with CDC programmers to update all components of the software, as required, and shall participate via conference call in the Registry Plus Users Group and NPCR Advancing E-cancer Reporting and Registry Operations (AERRO) ePath work group. (The Contract Monitor will provide necessary contact information and will facilitate

this transfer. MDH maintains the right to utilize another data management system, at the Contract Monitor's discretion. There shall be no modifications or upgrades to the software without the approval of the Contract Monitor.)

2.3.1.7.4 Maintain the MCR database in a physical location within a seventy-five (75) mile radius of MDH, which is located at 201 W. Preston Street, Baltimore, MD 21201. The rationale for this requirement is that the Contract Monitor provides technical and administrative oversight of MCR operations which includes on-site pre-scheduled visits to the MCR Contractor. In addition, appropriate Contractor personnel are required to attend regular meetings per Section 2.3.2.16 with MCR staff as well as other meetings as necessary.

2.3.1.7.5 Within thirty (30) Days of the Notice to Proceed, develop and implement procedures to be approved by the Contract Monitor for the electronic submission and processing of laboratory pathology reports utilizing NAACCR standards, and cytology reports, if filed separately.

2.3.1.7.6 Restrict reporting via Web Plus data entry or file upload to those Facility Reporters who have submitted signed Web Plus user agreements and are therefore authorized to access the database.

2.3.2 Quality Assurance and Data Management of the Maryland Cancer Registry

The Contractor shall:

2.3.2.1 Within twenty-one (21) Days of the Notice to Proceed, maintain a computerized log, accessible in Microsoft Excel or Access, of facilities and personnel who report data to the MCR including: facility ID, name, and demographic information; names and contact information of personnel (reporters and supervisors); a log of prior facility contacts; and a log of technical assistance provided (See section 2.3.2.10).

2.3.2.1.1 Within seven (7) Days of the Notice to Proceed, obtain from the prior MCR contractor, if not incumbent, copies of manual logs of facility contacts and technical assistance between CTRs and reporters. Update the facility log and the technical assistance log when contacts with reporters are made. Any changes to the format of these files must have the approval of the Contract Monitor. The Contract Monitor will provide necessary contact information and facilitate this transfer.

2.3.2.1.2 Per the NPCR standards (**Attachment Q1**), develop and maintain a database of facilities and physicians to complete the NPCR Hospital, Pathology Laboratory, and Physician Progress Report (**Attachment Q7**), and follow the CDC's NPCR Physician Reporting Guidance (**Attachment Q3**) and NPCR's Electronic Reporting and Data Exchange Guidance (**Attachment Q2**).

2.3.2.2 Within thirty (30) Days of the Notice to Proceed, maintain a computerized log of all abstracts received from each reporting facility that includes facility ID, number of abstracts received, date received, format of data received, and NAACCR version, if electronically submitted.

2.3.2.2.1. Within seven (7) Days of the Notice to Proceed, obtain from the prior MCR contractor, if not incumbent, copies of hard copy logs and

electronic logs of abstracts submitted to the MCR. Update these logs as additional abstracts or hard copies are received. Any changes to the format of these logs must be approved by the Contract Monitor. The Contract Monitor will provide necessary contact information and facilitate this transfer.

2.3.2.3. Upgrade or replace user software and/or hardware, and make appropriate changes to customize software if/when technical advancements dictate, such as when modifications are necessary to keep in compliance with MDH, NPCR standards, and/or NAACCR standards. The Contract Monitor shall approve all software replacements. The Contractor shall make further upgrade(s) or replacement(s) during the life of this Contract in order to maintain compliance with standards and keep pace with necessary technological advances.

2.3.2.4. Within forty-five (45) Days of the Notice to Proceed, provide access for Department staff and other individuals approved by the Contract Monitor to periodically access data from the MCR, while maintaining data security.

2.3.2.4.1. Develop, implement, and maintain procedures to be approved by the Contract Monitor for granting access to data by approved MCR staff and approved individuals.

2.3.2.4.2. Provide MDH with technical assistance and expertise on matters within the scope of work of the Contract, as needed, for example, suggestions on how to accomplish changes required by standard setters.

2.3.2.5. Maintain and update data processing policies and procedures.

2.3.2.5.1. Operational/Procedural Manual: Within thirty (30) Days after the Notice to Proceed, the Contractor shall update the existing MCR Operations Manual. This manual shall incorporate or reference materials produced by standard setters (e.g., NAACCR and NPCR). All Contractor MCR staff and the Contract Monitor shall be provided with a copy of or access to the manual. This manual and all updates/changes there to shall be subject to the approval of the Contract Monitor. The Contractor shall make changes in policies and/or procedures and update the operations/procedure manual based on Contractor need, as requested by the Contract Monitor, and as standard setters make changes, and submit changes to the Contract Monitor. The Contract Monitor shall review submissions and discuss any required revisions with the Contractor. The Contract Monitor shall attempt to provide approval within thirty (30) Days, but may require longer based on the breadth and scope of the proposed changes and/or required revisions.

2.3.2.5.2. Facility Documents: Review yearly documents for Reporting Facilities, including letters, user application forms, reporting requirements documents, and Web Plus user guides. Determine needed updates, based on NPCR and NAACCR standards, in consultation with the Contract Monitor. When updates are needed, as determined by the Contractor or the Contract Monitor, develop updated material, obtain approval of the Contract Monitor, and provide to Reporting Facilities with PDF versions for posting to the Web.

2.3.2.5.3. Disease Index: The Contractor will review and update the Disease Index by October 30th yearly to ensure that all changes in International Classification of Disease (ICD)-10 Clinical Modification (CM) or later versions are incorporated into the MCR Disease Index with the Contact Monitor's approval.

2.3.2.6 Maintain and update System Administration Manual. Within forty-five (45) Days after the Notice to Proceed, the Contractor shall update the Systems Administration Manual, which will be provided by the Contract Monitor. The Contractor shall revise the System Administration Manual when any changes are made to the policies and procedures relating to the Systems Administration Manual, and submit changes to the Contract Monitor. The Contract Monitor shall review submissions and discuss any required revisions with the Contractor. The Contract Monitor shall attempt to provide approval within thirty (30) Days, but may require longer based on the breadth and scope of the proposed changes and/or required revisions.

2.3.2.7 Maintain and update System Security policies and procedures.

The Contractor shall:

2.3.2.7.1. Update the schematic of the proposed IT set up as proposed in its Technical Proposal, including a visual picture showing the configuration of the hardware (e.g., servers, computers), software, and firewalls, and a written description of the configuration.

2.3.2.7.2. Maintain the confidentiality of the Contractor's MCR databases in accordance with Annotated Code of Maryland Health – General §§ 18-203-204, and Code of Maryland Regulations 10.14.01, and acknowledge in the proposal agreement with the Data Use Policy of MDH (https://phpa.health.maryland.gov/cancer/Pages/mcr_data.aspx, which views the MCR database as a Department-owned database with data release subject to restrictions and conditions.

2.3.2.7.3. The Contractor shall meet NPCR's data security standards (see Q2 and Q4). The Contract Monitor will provide the Contractor all notices of upcoming standard changes, Data security standards and other security standards outlined in the list below, but not limited to:

2.3.2.7.3.1 NAACCR Standards for Cancer Registries, Vol. III: Standards for Completeness, Quality, Analysis, and Management of Data (https://www.naaccr.org/standards-for-completeness-quality-analysis-and-management-of-data/);

2.3.2.7.3.2 VHA Directive 2007-023;

2.3.2.7.3.3 The Health Insurance Portability and Accountability Act (HIPAA) (http://aspe.hhs.gov/admnsimp/); and

2.3.2.7.3.4 OMB Protection of Sensitive Agency Information Memo (https://georgewbush-whitehouse.archives.gov/omb/memoranda/fy2006/m06-16.pdf).

2.3.2.7.4. Furnish the Contract Monitor with copies of the Contractor's plans, procedures, and protocols for ensuring that the Contractor's MCR database system and data managed by the system will be properly secured, maintained, and updated throughout the contract term as part of the Contract Monitor approved Systems Administration Manual.

2.3.2.7.5. Within fourteen (14) Days after initial Notice to Proceed, implement a series of internal procedures with Contract Monitor approval to ensure that access to automated information is restricted to authorized persons associated with the Contract on an as needed basis and control is maintained over all documents that contain sensitive information to ensure that these documents are available only to authorized persons associated with the Contract.

2.3.2.7.6 Within fourteen (14) Days after initial Notice to Proceed, implement full security measures, as detailed in the Contract Monitor approved Systems Administration Manual, to ensure the security and quality of all elements in the MCR database, through procedures that shall include the following:

2.3.2.7.6.1 Ensure that equipment is protected from theft and accidental or deliberate damage or misuse.

2.3.2.7.6.2 Ensure that once computer programs and data sets are completed and in routine use, they are protected against tampering. Carefully control access to and maintenance of computer programs and Contractor's MCR database.

2.3.2.7.6.3 Ensure that a copy of original data submitted is maintained and never altered.

2.3.2.7.6.4 Ensure that data are protected against inadvertent or deliberate destruction, modification, or dissemination.

2.3.2.7.6.5 Ensure procedures exist and are followed for backup, archiving, and disaster recovery for computer programs and the Contractor's MCR database.

2.3.2.7.6.6 Ensure that passwords are changed, access is denied, and other security procedures are in place to protect against ongoing access, sabotage, or both when staff resign, are terminated, or are no longer assigned to the MCR project.

2.3.2.7.7. The Contractor shall be responsible for maintaining the security and integrity of the MCR's data. The Contractor shall re-process data at no additional cost to MDH, in accordance with MDH's instructions, if the Contract Monitor or the Contractor finds that the Contractor has corrupted, altered, tampered with, or improperly coded or processed any data sets during the term of the Contract.

2.3.2.7.8. Within twenty-four (24) hours of detection, the Contractor shall report to the Contract Monitor all errors or anomalies in MCR data which could reasonably be believed to suggest that the security or integrity of the MCR or its data may be compromised. The Contractor shall report to the Contract Monitor the results of its analysis of the compromised data and

in addition, the steps it has taken or intends to take to ensure the security and integrity of the MCR and its data. The Contractor shall be responsible for implementing appropriate policies, procedures, and protocols to identify active or threatened breaches of the MCR's security or integrity.

2.3.2.7.9. The Contractor will comply with MDH's and the Registry's encryption standards before any sensitive data are stored, sent, or received on a Contractor's laptop computer or mobile device. This applies to all Contractor and subcontractor-owned laptop computers and mobile devices containing Registry Data At Rest and Data In Motion. Data At Rest include all registry data regardless of where they are stored.

2.3.2.7.9.1. All laptop computers used on behalf of the Registry must be secured using a Federal Information Processing Standard (FIPS) 140-2 compliant whole-disk encryption solution. The cryptographic module used by an encryption or other cryptographic product should be tested and validated under the Cryptographic Module Validation Program to confirm compliance with the requirements of FIPS PUB 140-2 (as amended). For additional information, refer to National Institute of Standards and Technology's (NIST) Security Management and Assurance.

2.3.2.7.9.2. All mobile devices, including non-registry laptops and portable media (i.e., USB storage devices, thumb drives), that contain sensitive Registry information shall be encrypted using a FIPS 140-2 compliant product.

2.3.2.7.9.3. A FIPS 140-2 compliant key recovery mechanism shall be used so that encrypted information can be decrypted and accessed by authorized personnel. The Contractor shall not use encryption keys which are not recoverable by authorized personnel. Key recovery is required by "OMB Guidance to Federal Agencies on Data Availability and Encryption, [PDF-7KB]", dated November 26, 2001.

2.3.2.7.9.4. Encryption key management will comply with all MDH and Registry policies and will provide adequate protection to prevent unauthorized decryption of the information.

2.3.2.7.9.5. All media used to store information shall be encrypted until it is sanitized or destroyed in accordance with MDH and Registry policies and procedures.

2.3.2.8. Register and process all tumor reports.

The Contractor shall:

2.3.2.8.1. Develop and implement procedures, per the Contract Monitor approved Operations Manual, for the timely receipt and processing of cancer reports. Maryland law requires facilities to submit cases quarterly,

although more frequent submissions are encouraged. The Contractor shall log in all abstracts submitted by reporters within one (1) Business Day. The Contractor shall process all hospital tumor reports through CRS Plus within three (3) months of receipt. The Contractor shall process all other facilities' tumor reports through CRS Plus within four (4) months of receipt. The Contractor shall process any tumor reports through CRS Plus that were previously received, but not yet processed, within five (5) months.

2.3.2.8.2. Process hard copy abstracts received from Reporting Facilities within three (3) months of receipt. Most facilities submit reports electronically; however, physician and ambulatory care and surgery centers that diagnose and/or treat less than one hundred (100) cases annually may submit hard copy abstracts to the MCR. Processing shall include coding data on the form and entering of the data from hard copies into Web Plus, the main electronic database.

2.3.2.8.3. Process all electronic tumor reports received from reporting entities through Prep Plus and CRS Plus within three (3) months of receipt. There are approximately six hundred and eighty (680) Maryland reporting entities (i.e., hospitals, laboratories, radiation therapy centers, ambulatory care/surgery centers, and physician offices) who submit cancer reports electronically to the MCR. Most electronic cancer reports are submitted online via the Web Plus system. Based on current figures, the MCR estimates that the Contractor will receive eighty thousand (80,000) individual reports, including in situ (pre-malignant) cases, benign brain and CNS cases, and non-reportable cases annually.

2.3.2.8.4. Perform routine, standard edit checks on all reports received, in accordance with NPCR (http://www.cdc.gov/cancer/npcr/index.htm) and NAACCR (www.NAACCR.org) standards. The Contractor shall be responsible for the accuracy of the data it codes, enters, edits, and consolidates, and for maintaining the integrity of the data from year to year. At a minimum, the editing and review of the data shall include the following:

2.3.2.8.4.1. Routine visual review of abstracts and error reports.

Visual review shall be at least 20% of incoming abstracts. If a facility has excessive errors, visual review for that facility shall increase to at least 50% of incoming abstracts until errors that were occurring are diminished.

2.3.2.8.4.2. Frequently occurring errors should be noted for training opportunities.

2.3.2.8.4.3. Installation and use of the most recent standard edit set metafiles as recommended by the Contractor and approved by the Contract Monitor. The Contractor shall facilitate running edit metafiles in Web Plus that are up-to-date by year and version of NAACCR record layout.

2.3.2.8.4.4. Application of edits at several points during the data flow including:

2.3.2.8.4.4.1. For abstracts, before submission to the MCR from facilities that have electronic data systems for tumor registration. The Contractor shall facilitate the running of edits by Reporting Facilities, especially hospitals, prior to data submission by making the MCR edit metafile available to facilities and Registry software vendors;

2.3.2.8.4.4.2. For Web Plus direct data entry, at the time of release of an abstract;

2.3.2.8.4.4.3. For abstracts, at the time that CTRs process them in Prep Plus;

2.3.2.8.4.4.4. For MCR consolidated database records, in CRS Plus at the time of abstract consolidation; and

2.3.2.8.4.4.5. For the MCR consolidated database records, quarterly run the NPCR and NAACCR submission edits, make corrections, and submit edit summary sheets with quarterly reports to the Contract Monitor.

2.3.2.8.4.5. Detection of errors during the editing, documentation of errors found, and correction of these errors; and

2.3.2.8.4.6. Detection and consolidation of multiple abstracts (tumor records) that match cases received in the current or prior years.

2.3.2.8.5. Review abstract data submitted by each facility to verify that the number of abstracts received are within expected number from previous submissions. For facilities which submit Accession Numbers, verify that there are no large sections of missing numbers. If so, the Contractor shall contact the facility to verify missing numbers.

2.3.2.8.6. The Contractor will assist Eligible Providers (EPs) that apply for a Meaningful Use (MU) account or other Public Health reporting requirements (for example Meaningful Use Stage 3) for the purpose of submitting electronic cancer reports.

2.3.2.8.6.1. Inquiries from Potential EPs.

2.3.2.8.6.1.1 Upon receiving a MU inquiry from an EP over email or phone, the Contractor shall respond within three (3) Business Days.

2.3.2.8.6.1.2 Any inquiry the Contractor is unable to answer related to potential EPs shall be forwarded to: mdh.mu_ph@maryland.gov with a copy to the Contract Monitor, plus the designated Department staff for MU.

2.3.2.8.6.2. **MU Account Request**. Biweekly, MDH will send a list of newly registered EPs that have applied for a MU account to the Contractor who will then:

2.3.2.8.6.2.1 Set up an account (user ID and password) in the MU document server and enter the account information in an Access database.

2.3.2.8.6.2.2 Send an email to the EP about their account.

2.3.2.8.6.2.3 Send a follow-up email to the EP containing their password.

2.3.2.8.6.3. **Primary Validation Testing.** When an EP submits an electronic file(s) for primary validation testing, the Contractor will:

2.3.2.8.6.3.1 Process each file through the CDC's Clinical Document Architecture (CDA) Validation software.

2.3.2.8.6.3.2 Review results from the CDA Validation software run to determine if there are errors, and collaborate with the EP until their test file is validated successfully. If there are missing fields, they will be addressed per the Contract Monitor approved Operations Manual.

2.3.2.8.6.3.3 Once the primary validation testing is error free, notify the EP via email of their successful test result and include the validation report as an attachment(s). In the same email, the Contractor should send the EP a 'Facility Demographics Form' to complete, which when received, will establish a MU account and facility ID for secondary validation testing with real clinical data. The Contract Monitor will provide the Facility Demographics Form.

2.3.2.8.6.3.4 Once the Contractor has created a MU account and facility ID for secondary validation testing to the MCR, the

Contractor will notify the EP by email to submit a test file for secondary validation testing with real clinical data.

2.3.2.8.6.3.5 The Contractor should submit MU information to the Contract Monitor with the regularly scheduled monthly report (see section 2.3.2.17.2 and Attachment R) and include the following information regarding EPs that are actively being validated:

2.3.2.8.6.3.5.1 List of active EPs currently undergoing MU validation.

2.3.2.8.6.3.5.2 For each active EP listed, if relevant, indicate the *date when*:

2.3.2.8.6.3.5.2.1 The primary test file was received and the status of primary validation testing.

2.3.2.8.6.3.5.2.2 The 'Facility Demographics Form' was sent to establish a MU account and facility ID for the EP.

2.3.2.8.6.3.5.2.3 The Contractor emailed the EP with a request to submit a secondary test file with clinical data.

2.3.2.8.6.4. No Initial Test File Submission.

2.3.2.8.6.4.1 If an EP fails to submit their initial electronic file(s) for testing purposes within fifteen (15) Days, the Contractor will send an email to the non-responsive EP requesting the primary test file for a second time.

2.3.2.8.6.4.2 If the EP does not respond within thirty (30) Days from the initial request, the Contractor will add the EP's name to a "Non-Responsive EP List" and send it to the Contract Monitor.

2.3.2.9. Consolidate tumor records.

2.3.2.9.1. Within thirty (30) Days of the Notice to Proceed, develop and implement procedures, per the Contract Monitor approved Operations Manual, for the timely and accurate consolidation of cancer reports.

2.3.2.9.2. Consolidate tumor records and treatment information in accordance with all standards set forth by NAACCR, NPCR, or the National Cancer

Institute's Surveillance Epidemiology and End Results (SEER) program. Consolidate tumor records using CTRs and perform consolidation on a routine basis within the time frame, as described in Section 2.3.2.8.1.

2.3.2.9.3. Detection and removal of duplicate consolidated cases (that is, two or more consolidated records for the same tumor in an individual). The Contractor shall develop a strategy for the routine, continual detection and removal of duplicates from the MCR database – even after the current calendar year has closed.

2.3.2.10. Provide consultation, technical assistance, and training to assure accurate, timely, and complete data from reporters (i.e., registrars, medical records personnel, and abstractors) at Reporting Facilities (i.e., hospitals, freestanding ambulatory care facilities, freestanding laboratories, therapeutic radiation therapy centers, and offices of physicians).

2.3.2.10.1. The Contractor shall maintain a phone line and number to provide technical assistance by phone or in person to individual Reporting Facilities during Normal State Business Hours (with an average of forty-five (45) telephone contacts, numerous e-mail consultations, and up to two (2) possible on-site consultations per month). Response time for telephone and e-mail consultation shall be no longer than one (1) Business Day after request is received or, for on-site consultation, no longer than ten (10) Business Days.

2.3.2.10.2. The Contractor shall assess the training needs of various Reporting Facilities; develop written model guidance, policies, and procedures for Reporting Facilities; and provide technical assistance and training for Reporting Facilities.

2.3.2.11. Carry out Quality Assurance/Quality Control (QA/QC) activities, ensure appropriate data coding, consolidation, and documentation, and ensure complete case ascertainment and high quality data from all reporting sources in accordance with Maryland laws and regulations, NAACCR standards, and NPCR standards.

2.3.2.11.1. Within thirty (30) Days of Notice to Proceed, develop and implement a QA/QC implementation plan as part of the Contract Monitor approved Operations Manual (including timeline) which, at a minimum, incorporates the following activities into routine operations:

2.3.2.11.1.1. Assignment of qualified individuals to perform QA/QC activities;

2.3.2.11.1.2. A monthly routine schedule for edits and internal management reports;

2.3.2.11.1.3. A routine schedule for internal (Contractor) audits for QA/QC and data security, and provision of these reports to the Contract Monitor. The plan shall include written procedures for the internal monitoring of quality assurance procedures and written procedures and steps to be implemented if QA/QC goals are not met;

2.3.2.11.1.4. Procedures for documenting edits or changes made to data during processing; and

2.3.2.11.1.5. Routine training, assessment, and professional development of the Contractor's CTRs.

2.3.2.11.2. Perform Case Finding and quality review activities utilizing traditional and non-traditional sources to assure timeliness and completeness of cancer and benign brain and CNS tumor case reporting.

2.3.2.11.2.1. By June 30th of each year, obtain and utilize a "Disease Index" for Case Finding from hospitals. Review the number of reports submitted to the MCR by the facility and compare to the Disease Index to identify whether the facility is potentially under-reporting cases. Report findings to Contract Monitor via monthly report.

2.3.2.11.2.2. By June 30th of each year, obtain and utilize patient logs or computer printouts of freestanding therapeutic radiological centers and ambulatory care facilities for a given calendar year to compare to reported cases for Case Finding.

2.3.2.11.2.3. By June 30th of each year, complete a selective Case Finding audit report. The facilities selected for the audits shall be approved by the Contract Monitor. At a minimum, all hospitals shall be audited at least once every five (5) years.

Facilities with poor reporting patterns as determined by the Contract Monitor may be subject to more frequent audits, at the discretion of the Contract Monitor. This activity shall begin with cases diagnosed during the year 2016. Provide the Contract Monitor with the audit report for approval and the audited facilities with the detailed final reports on the results of the audits (Section 2.3.2.17.4).

2.3.2.11.2.4. By June 30th of each year, complete **Re-abstraction** of a random sample of the cancer/tumor reports received from selected Reporting Facilities to determine the accuracy of cancer data in the MCR database. The facilities and Cancer Sites selected for the audits shall be approved by the Contract Monitor. At a minimum, all hospitals shall be audited at least once every five (5) years. This activity shall begin with cases diagnosed during the year 2016. Provide the Contract Monitor with the re-abstraction report for approval and the audited facilities with detailed reports on the results of the audits and recommendations for improvement, as necessary (Section 2.3.2.17.4).

2.3.2.11.2.5. For all "laboratory only" reports of cancer (i.e., those cancer cases on whom the MCR received only a case

abstract report from a laboratory), at least annually, review and evaluate the reports and the referring / ordering physicians, obtain additional data on the case from the physician, and determine whether the physician should be enrolled as an MCR reporting source.

2.3.2.12. Obtain death data and incorporate data into MCR database.

2.3.2.12.1. Death Case Finding and Follow Back: By July 31st of each year, the Contractor shall complete Death Clearance activities. The Contractor will follow the procedures outlined in the most current version of the NAACCR Death Clearance Manual (https://www.naaccr.org/). The Contract Monitor will provide the Contractor with computerized death certificate data from MDH's Division of Vital Statistics. This file contains all deaths of Maryland residents where cancer is the primary cause of death or an underlying cause of death. The Contractor shall match the electronic file containing key fields against the MCR consolidated database.

For deaths of individuals where cancer is a primary or underlying cause, but where the individual is not found in the MCR database, the Contractor shall divide the list into two (2) files for Follow Back: one file where the person died in a facility where the name of the hospital, nursing home, assisted living facility, or hospice is known (around fifteen hundred (1,500) cases per year), and one (1) file where the death was not in a facility (around one thousand (1,000) cases per year). The Contractor will Follow Back to hospitals, nursing homes, assisted living facilities, or hospices to obtain a case abstract report with relevant cancer information, such as date of diagnosis, primary site(s), pathology, and histology of cancer, staging, treatment, etc. for entry into the MCR master database.

For the out of facility file where there is no named hospital, nursing home, assisted living facility, or hospice, the Contractor will match these cases with the previously sent hospital disease indices. Any matches are then sent to that facility for additional information. The Contractor will send the remaining cases to the Contract Monitor to obtain hard copy death certificates. Using the death certificate information, the Contractor will Follow Back to the physician who signed the death certificate to attempt to obtain a case abstract report with relevant cancer information, such as date of diagnosis, primary site(s), pathology, and histology of cancer, staging, treatment, etc. for entry into the MCR master database. The Contractor shall complete the Follow Back within sixty (60) Days of receiving the death certificate information from MDH. The Contractor will write the Follow Back information to the MCR master database and code the Type of Reporting Source as specified in the NAACCR Death Clearance Manual, including recoding the Type of Reporting Source to reflect the new source of report for those reported from another source.

2.3.2.12.2. Vital Statistics Match Write Back. The Contract Monitor will provide the Contractor with a computerized file of all individuals in the MCR master database who were matched to the Vital Statistics database. The

Contractor shall match the file with the MCR database and update the vital status, the date of death, and cause of death for the cases, and will code Follow-up Source Central as Vital Statistics annually.

2.3.2.12.3. Social Security Death Index (SSDI) Write Back. The Contract Monitor will provide the Contractor with a computerized file of individuals in the MCR master database that were matched to the SSDI database. The Contractor shall match the file with the MCR database and update the vital status and the date of death for the cases, and will code Follow-up Source Central as SSDI at least on a bi-annual basis.

2.3.2.12.4. National Death Index (NDI) Write Back. The MCR is required to match with the NDI on an annual basis. The Contractor shall:

2.3.2.12.4.1. Run and correct errors identified through the NDI edit evaluation program provided by NPCR;

2.3.2.12.4.2. Provide the MCR with a computerized file of the edited (and error free) NDI extract; and

2.3.2.12.4.3. The Contract Monitor will provide the Contractor with a computerized file of individuals in the MCR master database that were matched to the NDI database. The Contractor shall match the file with the MCR database and update the vital status, the date of death, and the cause of death for the cases, and will code Follow-up Source Central as NDI.

The Contractor shall be asked to provide expertise or assistance in review of the MCR master database match with the NDI.

2.3.2.13. Indian Health Service (IHS) Write Back. The Contract Monitor will provide the Contractor with a computerized file of data for Write Back to the MCR master database that includes case information on individuals who were matched with the IHS database. This Write Back is expected to occur once every five (5) years (expected in 2021).

2.3.2.14. Geocode all cancer reports and benign brain and CNS reports on Maryland residents for a given accession year, and accurately incorporate new and revised coding into MCR database.

To increase the quality of address information submitted to MDH, by October 31st of each year, the Contractor shall:

2.3.2.14.1. Develop and implement a strategy, per the Contract Monitor approved Operations Manual for the Geocoding of records among Maryland residents.

2.3.2.14.2. Create a dataset with key fields for MDH. The MCR currently uses the Office of Information Technology (OIT) to geocode the registry data.

2.3.2.14.3. Obtain from the Contract Monitor the geocoded data file and link the geocoded data to the MCR master database, after editing for compatibility, and consistency. The Contractor shall update the MCR

master database with new geocoded information on county, census tract, block group, latitude, longitude, and census tract certainty.

2.3.2.14.4. Provide the means to identify cases where Geocoding information has been written to the cases and the county code written or updated by providing appropriate management reports from Registry Plus software.

2.3.2.15. Conduct semi-annual interstate data exchange for MDH with jurisdictions with who have entered into The National Interstate Data Exchange Agreement, and incorporate out-of-state reports into MCR database.

The data shall be exchanged, semi-annually in October and April, using the agreed upon NAACCR format and will have been edited to the extent possible, per NAACCR requirements. MDH has signed the National Interstate Data Exchange Agreement through NAACCR. This agreement as well as any individual State agreements that may be executed by MDH during the life of this Contract will be accommodated by the Contractor.

2.3.2.15.1. The Contractor shall submit semi-annual electronic cancer and benign brain and CNS tumor data on non-Maryland residents received by the MCR from reporting entities to jurisdictions with which MDH has exchange agreements.

2.3.2.15.2. The Contractor shall incorporate out-of-state reports into MCR database. The Contractor shall also monitor and contact (semi-annually) those states with exchange agreements that have not exchanged data, specifically for the surrounding states and the District of Columbia, verifying there were no Maryland residents diagnosed with cancer in those states during the reporting period.

2.3.2.16. Attend Meetings

2.3.2.16.1. The Contractor shall make available Key Personnel, including but not limited to the Director of Operations, Project Director, Quality Assurance Supervisor, Database Manager, and Database Administrator, to meet with appropriate Department personnel [up to daily if deemed necessary by the Contract Monitor with up to six (6) Days advance notice, not to exceed fifty (50) meetings per year] to discuss transition to the new Contractor, policies and procedures, ongoing activities, and Contract deliverables.

2.3.2.16.2. The Contractor's representative (Project Director) shall attend the MCR Cancer Registry Advisory Committee (CRAC) meetings (four (4) times annually: February, April, September and December) to present an update on the status of Registry operations.

2.3.2.16.3. The Contractor's representative (including but not limited to Project Director or designated Trainer) shall attend the Tumor Registrars Association of Maryland meetings (at least biannually) to present a brief update of Registry operations and give feedback to registrars on reporting issues.

2.3.2.16.4. The Contractor's representative (Project Director) shall attend the annual Program Director's Meeting, if invited by NPCR.

2.3.2.16.5. The Contractor shall send at least one (1) person (the designated Trainer) to the annual NPCR "train the trainer" meeting.

2.3.2.16.6. Appropriate representative(s) (including but not limited to Project Director) from the Contractor's staff shall represent the MCR on the CDC's Registry Plus User's Group teleconferences (monthly) to learn of recent updates, problems, and share Maryland experiences with Registry Plus products, as needed.

2.3.2.16.7. Appropriate representative(s) (including but not limited to Project Director) from the Contractor's staff shall represent the MCR on the NPCR AERRO ePath Workgroup teleconferences (monthly) to learn of recent updates, problems, and to share Maryland experiences with Registry Plus products, as needed.

2.3.2.16.8 Appropriate representative(s) (including but not limited to Project Director) from the Contractor's staff shall represent the MCR on the Meaningful Use workgroup teleconferences (quarterly) to learn of recent updates, problems, and to share Maryland experiences with Registry Plus products, as needed.

2.3.2.16.9 Travel and time traveling is not billable.

2.3.2.17. Prepare the following reports and documents:

2.3.2.17.1. **Management Reports.** The Contractor shall develop and submit to the Contract Monitor, the following reports based on the timeframe specified in **Attachment S**: administrative reports, facility reporting reports, abstract reports, consolidated record reports, and data processing reports.

2.3.2.17.2. Monthly Management Reports. The Contractor shall develop and submit to the Contract Monitor a monthly management report, no later than the 6th calendar day of the following month (two (2) hard copies and an electronic copy). The report shall also include:

2.3.2.17.2.1. Status of contract deliverables, with key milestones and status of each deliverable;

2.3.2.17.2.2. Information technology activities;

2.3.2.17.2.3. Operational activities, including QA/QC activities conducted during the previous month;

2.3.2.17.2.4. Monthly, quarterly, and annual Management Reports (as specified in **Attachment S**);

2.3.2.17.2.5. Audits performed and findings;

2.3.2.17.2.6. Meetings and conferences;

2.3.2.17.2.7. Technical help activities;

2.3.2.17.2.8. Training activities;

2.3.2.17.2.9. Meaningful Use activities, and

2.3.2.17.2.10. Any other content determined as necessary by the Contractor or the Contract Monitor.

2.3.2.17.3. Facility Reports.

2.3.2.17.3.1. The Contractor shall create a yearly report for each Reporting Facility to be sent to each facility which has submitted data during the previous year that includes the number of cases submitted and the mean of the number of cases submitted over the preceding three (3) years. The Contractor shall submit an electronic file directly to the Contract Monitor no later than the last Business Day of April and shall submit one (1) copy of each facility's report (electronically or hard copy) to that facility no later than the last Business Day of May.

2.3.2.17.3.2. The Contractor will monitor facility submissions quarterly and report at monthly meeting. The Contractor will contact the facilities where annual submissions fall more than 10% below the three (3) year mean of past submissions (as an expected number for that facility) or more than 100 cases, to find out why there has been a decrease. Two (2) hard copies and an electronic file of the annual submissions and expected numbers by facility are to be submitted annually to the Contract Monitor.

2.3.2.17.4. Facility Audit Report (Case Finding and Re-Abstraction): The Contractor shall provide the Contract Monitor with facility specific reports detailing the results of each audit performed, including an overall summary. Two (2) hard copies and an electronic file are to be submitted to the Contract Monitor no later than forty-five (45) Days after the conclusion of the audit. The Contractor shall submit one (1) to each audited facility within sixty (60) Days after the completion of all audit activities. During the last year of the Contract, all reports shall be due on or by the last Business Day of June

2.3.2.17.4.1. Case Finding shall consist of review of the facilities' Disease Index, as well as review of pathology and cytology reports. The number of months of review will be dependent on the size of the facility and the approval of the Contract Monitor.

2.3.2.17.4.2. Re-abstraction is performed to assess the accuracy (agreement with source medical records) and reproducibility (agreement among data collectors) of Registry data. The number of cases re-abstracted will be dependent on the size of the facility and the approval of the Contract Monitor. The types and number of data fields reviewed are also to be approved by the Contract Monitor.

2.3.2.17.5. Fiscal Year (FY) Report: By July 10th of each year, beginning with FY 2019 (July 1, 2018 – June 30, 2019), the Contractor shall provide the Contract Monitor with two (2) hard copies and an electronic file of a FY Report. The content and format of the FY Report may be modified at the

discretion of the Contract Monitor or with approval of the Contract Monitor. During the last Fiscal Year of the Contract, the report shall be due on the last month of the Contract. The report is to contain information on the Contractor's activities during the preceding Fiscal Year including:

2.3.2.17.5.1. Summary describing the current status of cancer reporting in Maryland;

2.3.2.17.5.2. Summary of all training, QA, and data processing activities completed during the Fiscal Year;

2.3.2.17.5.3. Any problems encountered to reach the required level of cases and quality of reporting for meeting NPCR certification;

2.3.2.17.5.4. Recommendations for improving the MCR data management system and upon approval of the Contract Monitor implement recommendations;

2.3.2.17.5.5. Activities and recommendations related to numbers and processing of benign brain and CNS tumor reports; and

2.3.2.17.5.6. Total number of abstracts submitted during the Fiscal Year, total number by state of residence at diagnosis; and total number of benign brain and CNS tumors by year of diagnosis and tumor behavior ICD-O-3 site (benign and borderline) in the MCR database.

2.3.2.17.6. The Contractor will run the NPCR and NAACCR submission edits quarterly and submit the summary page of the edit reports to the Contract Monitor. The Contractor will review and resolve the edit errors found on a quarterly basis at minimum.

2.3.2.17.7. The Contractor will assist the Contract Monitor with reports or surveys as requested from NPCR or NAACCR, including but not limited to the biennial Program Evaluation Instrument and the annual Cost Assessment Tool.

2.3.2.17.8. The Contractor will provide additional QA/QC reports, as deemed necessary by the Contract Monitor.

2.3.2.18 **Provide MDH a copy of the MCR master database.** Provide MDH with data that represents the total abstracts and consolidated records that have undergone complete QA/QC procedures.

2.3.2.18.1. On a quarterly basis for the calendar year, provide the Contract Monitor a copy of the MCR master database. For the first three (3) quarters of each year, the Contractor will provide a copy of the limited fields in the MCR master database, including an abstract dataset, a consolidated dataset, a facility dataset, and a reporters' dataset. The Contract Monitor will identify the limited field list for inclusion. For the last quarter (see Section 2.3.2.18.3), the Contractor will provide the Contract Monitor a complete copy with all fields included in the MCR master database, including the abstract dataset, the consolidated dataset, the facility dataset, and the reporters' dataset.

2.3.2.18.2. Provide yearly by July 31st, a preliminary copy of the database with all preparations for data submission completed for the Contract Monitor to verify the quality of the data prior to submission. This copy may be one (1) of the quarterly database submissions from Section 2.3.2.18.1, with the approval of the Contract Monitor.

2.3.2.18.3. Provide by January 15th of each year, a finalized, geocoded, incidence dataset of consolidated records and a dataset of abstracts from the previous year which, beginning in FY 2019, includes cases diagnosed during the 2016 incidence year that have undergone complete QA/QC control procedures. The goal is for this dataset to:

2.3.2.18.3.1 Contain the consolidated cancer records (including treatment information) representing more than or equal to 90% of the number of "expected cancer cases" given by NAACCR and NPCR for Maryland, and the consolidated benign brain and CNS tumor cases for the incidence year;

2.3.2.18.3.2 Contain less than or equal to two (2) duplicate records per 1,000 records;

2.3.2.18.3.3 Contain less than or equal to 5% "death certificate only" cancer cases. Cancer cases obtained from death certificate review shall be clearly identified;

2.3.2.18.3.4 Have at least 97% of records pass the NAACCR, NPCR, and Maryland-specific edits;

2.3.2.18.3.5 Have less than or equal to 3% of missing data for the fields "Sex," "Age," and "County of Residence at Diagnosis"; and

2.3.2.18.3.6 Have less than or equal to 5% of missing data for "Race."

2.3.2.18.4. Develop measures to flag cases used for the final annual incidence dataset for easy retrieval from the MCR master database. This helps identify tumor reports used in "official" Department incidence calculations and tumor reports received after the close of the accession year.

2.3.2.18.5. The Contractor shall also develop procedures for maintaining an archived incidence dataset (both abstract and consolidated records). A list of these files and their location shall be provided to the Contract Monitor by January 15th of each year.

2.3.2.18.6. By December 1st of each year, the Contractor shall submit a finalized dataset to NAACCR, as specified by the NAACCR standards for the requested incidence years. The Contractor shall submit a copy of this submission to the Contract Monitor. The Contract Monitor will determine if the data will be submitted for Certification only or for Certification and submission for publication in NAACCR's Cancer in North America (CINA) and in the online CINA Deluxe. Data will be submitted to NAACCR as follows:

Contract Year	Fiscal Year	Date of Submission	Certification for Incidence Year	CINA Years	12 Month Data
1	2019	11/2018	2016	1995 through 2016	2017
2	2020	11/2019	2017	1995 through 2017	2018
3	2021	11/2020	2018	1995 through 2018	2019
4	2022	11/2021	2019	1995 through 2019	2020
5	2023	11/2022	2020	1995 through 2020	2021

2.3.2.18.7. By November 30th of each year, the Contractor shall submit a finalized dataset to NPCR, as specified by the NPCR standards for the requested twenty-four (24) month data and twelve (12) month data. The Contractor shall submit a copy of this submission to the Contract Monitor. Data will be submitted to NPCR as follows:

Contract Year	Fiscal Year	Date of Submission	24 Month Data	12 Month Data
1	2019	11/2018	1995 through 2016	2017
2	2020	11/2019	1995 through 2017	2018
3	2021	11/2020	1995 through 2018	2019
4	2022	11/2021	1995 through 2019	2020
5	2023	11/2022	1995 through 2020	2021

2.3.2.18.8. The MCR Database is the property of MDH. Any use of MCR data, including analysis beyond the scope of the Contract, publication, presentation, or posters, must be approved by the Contract Monitor and must follow the MCR's Data Use Policy and Procedures.

2.3.2.19. Assist with the transition to a new Contractor for the subsequent solicitation of this Contract if the incumbent Contractor is not the successful Offeror in the subsequent solicitation. Within the two (2) months before the end of the Contract term, the Contractor will:

2.3.2.19.1. Provide the new Contractor with a copy of the latest version of the MCR Master Registry Plus database, the reporters' database, the pre-registration log, and a copy of the most recent backup of the database. Provide all software programs developed during the contract period to the new Contractor.

2.3.2.19.2. Draft procedures that will be used to purge all MCR data from the Contractor's hardware and other storage devices, media, mobile devices, etc. and send the procedures to the Contract Monitor for review and approval. After approval of the procedures by the Contract Monitor, purge all MCR data from the hardware of the Contractor. Upon completion of the purge of all MCR data, the former Contractor will sign and submit a Data Disposal Affidavit to the Contract Monitor.

2.3.2.19.3. Within sixty (60) Days before the end of the Contract (estimated as June 30, 2022), train up to four (4) people employed by the new Contractor at the site of the new Contractor and using the hardware and software of the new Contractor. Training shall include, but not be limited to, administering the database of the Registry Plus system, including how to change edits in the various components of the Registry Plus system, managing abstracts through each component of the Registry Plus system, creating data sets for MDH, for NAACCR, and for NPCR, using any developed software programs and performing data exchange with other states. The training is anticipated to involve at least the Contractor's Database Manager and Quality Assurance Supervisor for up to ten (10) Business Days.

2.3.2.19.4. Provide the new Contractor with the hard copy abstracts and pathology reports submitted by Reporting Facilities during the period of the Contract; electronically submitted reports by Reporting Facilities during the period of the Contract; and all documentation of interaction with Reporting Facilities (e.g., facility encounter logs).

2.3.2.19.5. Provide the Contract Monitor and the new Contractor with a hard copy and electronic copy of the latest version of the Systems Administration Manual, Operation Manual, System Security and Integrity document, and all facility manuals.

2.3.2.19.6. At the end of the Contract period, close the Web access for Reporting Facilities, so that facilities can no longer upload or perform direct data entry of MCR data to the incumbent Contractor. Forward all hard copies received after the end of the contract period to the new Contractor.

2.3.3. Deliverables and Key Performance Indicators

All date references in this paragraph shall be used in a "No Later Than" context for this contract, unless otherwise specifically noted in the main body of the contract. All time periods are calendar Days and not Business Days unless otherwise specifically stated in the main body of this RFP. The chart set forth below is provided for convenience. The Contractor is responsible for all tasks and deliverables set forth in this RFP.

Description of Key Deliverables		**Paragraph**	**Initial Term**
2.3.1	**Transition and Start-Up (May – June 2018)**		
1	Kick-Off Meeting	2.3.1.1	Within seven (7) Days after the Notice to Proceed
2	Develop a Work Plan	2.3.1.2	Fourteen (14) Days after the Notice to Proceed
3	Assign fully qualified staff	2.3.1.3	Within twenty-one (21) Days of the Notice to Proceed
4	Provide and set up necessary computer hardware, including servers and computers to maintain the MCR database.	2.3.1.6.1	Within twenty-one (21) Days of the Notice to Proceed
5	Establish necessary secure Internet connections and local connectivity	2.3.1.6.2 & 2.3.1.6.3	Within twenty-one (21) Days of the Notice to Proceed

Description of Key Deliverables		Paragraph	Initial Term
6	Obtain a copy of the latest version of the confidential MCR database and copies of hard copy logs and electronic logs of abstracts	2.3.1.7.1	Within twenty-one (21) Days of the Notice to Proceed
7	Obtain training from the current Contractor for up to four (4) people	2.3.1.7.2	Within twenty-one (21) Days of the Notice to Proceed
8	Install and utilize the current automated MCR data management system, Registry Plus, developed and supported by the federal CDC, and populated with MCR data.	2.3.1.7.3	Within thirty (30) Days of the Notice to Proceed
9	Develop and implement procedures for the electronic submission and processing of laboratory pathology reports	2.3.1.7.5	Within thirty (30) Days of the Notice to Proceed

Description of Key Deliverables		Paragraph	Initial Term
2.3.2 Quality Assurance and Data Management of the Maryland Cancer Registry. Beginning July 1, 2018			
1	Maintain a computerized log of facilities and personnel who report data to the MCR	2.3.2.1	Within twenty-one (21) Days of the Notice to Proceed,
2	Obtain copies of manual logs of facility contacts and technical assistance between CTRs and reporters.	2.3.2.1.1	Within seven (7) Days of the Notice to Proceed,
3	Maintain a computerized log of all abstracts received from each reporting facility	2.3.2.2	Within thirty (30) Days of the Notice to Proceed,
4	Obtain copies of hard copy logs and electronic logs of abstracts submitted to the MCR.	2.3.2.2.1	Within seven (7) Days of the Notice to Proceed,
5	Provide means for approved MDH staff to periodically access data	2.3.2.4	Within forty-five (45) Days of the Notice to Proceed,
6	Update the existing MCR Operations Manual.	2.3.2.5.1	Within thirty (30) Days after the Notice to Proceed
7	Review and update the Disease Index	2.3.2.5.3	By October 30th of each year
8	Maintain and update System Administration Manual	2.3.2.6	Within forty-five (45) Days after the Notice to Proceed
9	Implement procedures to ensure that: (1) access is restricted to authorized persons, and (2) control is maintained	2.3.2.7.5	Within fourteen (14) Days after initial Notice to Proceed
10	Implement full security measures to ensure the security and quality of the MCR database	2.3.2.7.6	Within fourteen (14) Days after initial Notice to Proceed
11	Responsible for maintaining the security and integrity of the MCR's data.	2.3.2.7.7	Ongoing
12	Develop and implement procedures for the timely receipt and processing of cancer reports.	2.3.2.8.1	Register within one (1) working Day of receipt and process hospital abstract through CRS plus within three (3) months and non-hospital abstracts through CRS plus within four (4) months.

Description of Key Deliverables		Paragraph	Initial Term
13	Process hard copy abstracts received from each reporting facility.	2.3.2.8.2	Within three (3) months of receipt
14	Process all electronic tumor reports received from each reporting entity.	2.3.2.8.3	Within three (3) months of receipt
15	Perform routine, standard edit checks on all reports	2.3.2.8.4.4	Ongoing
16	Develop and implement procedures to consolidate tumor records.	2.3.2.9	Within thirty (30) Days of Notice to Proceed
17	The Contractor shall provide technical assistance	2.3.2.10.1	No longer than one (1) working Day for email and ten (10) working Days for on-site training after request received
18	Develop and implement a QA/QC implementation plan	2.3.2.11.1	Within thirty (30) Days of Notice to Proceed
19	Perform Case Finding and quality review activities utilizing traditional and non-traditional sources to assure timeliness and completeness of cancer and benign brain and CNS tumor case reporting.	2.3.2.11.2	By June 30th of each year
20	Complete Death Clearance activities and incorporate data into MCR database.	2.3.2.12 2.3.2.12.1	By July 31st of each year
21	Geocode all cancer reports	2.3.2.14	By October 31st of each year
22	Conduct semiannual interstate data exchange with States	2.3.2.15	Semi-annually in October and April.
23	Management Reports	2.3.2.17.1	Monthly, quarterly, or annually as specified in **Attachment S**.
24	Monthly Management Report	2.3.2.17.2	No later than the 6th Day of the following month.
25	Facility Reports	2.3.2.17.3	No later than the 30th day of April to the Contract Monitor
26	Facility Audit Report (Case Finding & Re-abstraction)	2.3.2.17.4	No later than forty-five (45) Days after the conclusion of the audit to the Contract Monitor
27	Fiscal Year Report	2.3.2.17.5	By July 10th of each year
28	Run the NPCR and NAACCR submission edits	2.3.2.17.6	Quarterly
29	Provide the Contract Monitor a copy of the MCR master database.	2.3.2.18.1	Quarterly
30	Provide a preliminary copy of the database with all preparations for submission	2.3.2.18.2	By July 31st of each year
31	Provide a finalized, geocoded, incidence dataset of consolidated records and the master abstracts which have undergone complete QA/QC control procedures.	2.3.2.18.3	By January 15th of each year
32	Maintain an archived incidence dataset (both abstract and consolidated records).	2.3.2.18.5	By January 15th of each year
33	Submit finalized dataset to NAACCR	2.3.2.18.6	By December 1st of each year

Description of Key Deliverables		Paragraph	Initial Term
34	Submit finalized dataset to NPCR for the twenty-four (24) month data and the twelve (12) month data.	2.3.2.18.7	By November 30th of each year
35	Assist with the transition to a new Contractor for the subsequent solicitation of this contract if the incumbent Contractor is not the successful Offeror in the subsequent solicitation.	2.3.2.19	Within the two (2) months before the end of the Contract term

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SECTION 3 – CONTRACTOR REQUIREMENTS: GENERAL REQUIREMENTS

3.1 Insurance Requirements

3.1.1 The Contractor shall maintain Commercial General Liability Insurance 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, with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.

3.1.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of $5,000,000 per claim and annual aggregate.

3.1.3 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.

3.1.4 The Contractor shall maintain Crime Insurance to cover employee theft with a minimum single loss limit of $1,000,000 per loss, and minimum a single loss retention not to exceed $10,000.

3.1.5 Within five (5) Business Days of recommendation for Contract award, and before any work begins, the Contractor shall provide the Procurement Officer with current certificates of insurance, and update such certificates periodically, but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:

a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.

b. Commercial General Liability as required in Section 3.1.1.

c. Errors and Omissions/Professional Liability as required in Section 3.1.2.

d. Automobile and/or Commercial Truck Insurance as required in Section 3.1.3.

e. Crime Insurance as required in Section 3.4.4.

3.1.6 The State of Maryland shall be listed as an additional insured on any Commercial General Liability, Auto Liability, Professional/Cyber Liability, and excess liability or umbrella policies with the exception of Workers' Compensation Insurance, which is currently handled by the Chesapeake Employer's Insurance Company (formerly Injured Workers' Insurance Fund). This means the faces of the certificates of insurance for these policies must state, "The State of Maryland is an Additional Insured." 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 thirty (30) 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 fifteen (15) 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 provide such policies.

3.1.7 The Contractor shall require that any subcontractors providing primary services (as opposed to non-critical, ancillary services) under this Contract obtain and maintain the same levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.2 Security Requirements

3.2.1 Employee Identification

3.2.1.1 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 authorized State personnel, each such employee or agent shall provide additional photo identification.

3.2.1.2 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 badge issuance, and wearing the badge in a visible location at all times.

3.2.2 Criminal Background Check

The Contractor shall obtain from all Contractor and subcontractor personnel assigned to work on the Contract a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and provide the Contract Monitor with completed checks on the above-listed personnel assigned to work under the Contract prior to assignment. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The Contractor may not assign an individual whose background check reflects any criminal activity to work under this Contract unless prior written approval is obtained from the Contract Monitor.

3.2.3 Information Technology

For purposes of this solicitation and the resulting Contract:

(1) "Sensitive Data" means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI) or other private/confidential data, as specifically determined by the State. Sensitive Data includes information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of "personal information" under Md. Code Ann., General Provisions § 14-3501(d); or (4) falls within the definition of "personal information" under Md. Code Ann., St. Govt. § 10-1301(c).

(2) "Relevant subcontractor" includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system.

(3) The Contractor, including any relevant subcontractor(s), shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below, and ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting Contract.

(4) The Contractor, including any and all subcontractor(s), agrees to abide by all applicable federal, State and local laws concerning information security and comply with current

State of Maryland Department of Information Technology Security Policy: http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx. The State IT Security Policy may be revised from time to time. The Contractor and all subcontractors shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online on this website.

3.2.3.1 Information Security Requirements

To ensure appropriate data protection safeguards are in place, the Contractor and any relevant subcontractor(s) shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Contract. The Contractor and any relevant subcontractor(s) may augment this list with additional information technology controls.

(1) Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in the test and/or training environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.

(2) Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Contractor/subcontractor's systems' surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, removal of unnecessary usernames or logins, and deactivation of unneeded features in the Contractor/subcontractor's system configuration files.

(3) Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Contract. Such testing is intended to identify outdated software versions; missing software patches; and device or software misconfigurations; and validate compliance with or deviations from the Contractor's and/or subcontractor's security policy. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. MDH shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

(4) Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor's and subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. MDH shall have the right to inspect these policies and procedures and the performance of vulnerability

testing to confirm the effectiveness of these measures for the services being provided under this Contract.

(5) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract, automatically updated, and configured to actively scan and detect threats to the system for remediation.

(6) Enforce strong user authentication and password control measures over the Contractor/subcontractor's systems supporting the services provided under this Contract to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx), including specific requirements for password length, complexity, history, and account lockout.

(7) Ensure State data under this service is not processed, transferred, or stored outside of the United States.

(8) Ensure that State data is not comingled with the Contractor's and subcontractor's other clients' data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user's access or security level.

(9) Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State Data At Rest within the system, as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2:

http://csrc.nist.gov/publications/**fips**/**fips140-2**/**fips1402**.pdf

(10) Enable appropriate logging parameters on systems supporting services provided under this Contract to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards including the current State of Maryland Department of Information Security Policy: http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx

(11) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. MDH shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.

(12) Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of

Sensitive Data from unauthorized access as well as the separation of production and non-production environments.

(13) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Contract from unsolicited and unauthenticated network traffic.

(14) Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.

(15) Ensure that the Contractor's and any subcontractor's personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

3.2.3.2 Contingency / Disaster Recovery Plans

(1) The Contractor and any relevant subcontractor(s) shall have robust contingency and disaster recovery plans in place to ensure that the services provided under this Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.

(2) The contingency and disaster recovery plans must be designed to ensure that services under this Contract are restored after a disruption within three (3) Days in order to avoid unacceptable consequences due to the unavailability of services. If the disruption is longer than three (3) Days, the Contractor must receive approval from the Contract Monitor.

(3) The Contractor and any relevant subcontractor(s) shall test the contingency/disaster recovery plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one annual test shall include backup media restoration and failover / fallback operations.

(4) Such contingency and disaster recovery plans shall be available for MDH to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

3.2.3.3 Incident Response Requirement

(1) The Contractor shall notify the Contract Monitor when any Contractor and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.

(2) The Contractor shall notify the Contract Monitor within two (2) Business Days of the discovery of the unintended access or attack by providing notice

via written or electronic correspondence to the Contract Monitor and Procurement Officer.

(3) The Contractor shall notify the Contract Monitor within two (2) Business Days if there is a threat to the Contractor's and/or subcontractor's systems as it pertains to the use, disclosure, and security of MDH's Sensitive Data.

(4) If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Contract Monitor within two (2) Business Days after the Contractor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.

(5) The Contractor, within two (2) Business Days of discovery, shall report to the Contract Monitor any improper or non-authorized use or disclosure of Sensitive Data. The Contractor shall provide such other information, including a written report, as reasonably requested b the State. The Contractor's report shall identify:
   a. The nature of the unauthorized use or disclosure;
   b. The Sensitive Data used or disclosed;
   c. Who made the unauthorized use or received the unauthorized disclosure;
   d. What the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
   e. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

(6) The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and indemnify, hold harmless, and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.

(7) This Section 3.2.3.3 shall survive expiration or termination of the Contract.

3.3 Problem Escalation Procedure

3.3.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes. The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.

3.3.2 The Contractor must provide the PEP no later than ten (10) Business Days after Contract Commencement. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

a. The process for establishing the existence of a problem;

b. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;

c. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;

d. Expedited escalation procedures and any circumstances that would trigger expedited them;

e. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;

f. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and

g. A process for updating and notifying the Contract Monitor of any changes to the PEP.

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

3.4 Invoicing

3.4.1 General

3.4.1.1 All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:

(1) Contractor name and address;

(2) Remittance address;

(3) Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);

(4) Invoice period (i.e. time period during which services covered by invoice were performed);

(5) Invoice date;

(6) Invoice number;

(7) State assigned Contract number;

(8) State assigned (Blanket) Purchase Order number(s);

(9) Goods or services provided;

(10) Amount due, and

(11) A copy of staff members' time sheets.

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

3.4.1.2 MDH reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide MDH with all required deliverables within the time frame specified in the Contract or otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full

compliance with the Contract. Also see the "Living Wage" provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. Any action on the part of MDH, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

3.4.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

(a) 50% of the annual Contract amount will be paid to the Contractor in increments of 1/12 per month. The Contractor may submit the invoice for 1/12 of 50% of the annual Contract amount for the respective contract year by the 15th of the month following the month in which services were performed.

(b) 8% of the annual Contract amount will be paid to the Contractor in increments of 1/12 per month. The Contractor will submit the Meaningful Use II Report by the 6th of the following month, as proof of continual work on this deliverable. The Contractor may submit the invoice for 1/12 of 8% of the annual Contract amount for the respective contract year by the 15th of the month following the month in which services were performed. (See Section 2.3.2.8.6)

(c) 8% of the annual Contract amount will be paid upon acceptable completion of Case Finding audits, Re-abstraction audits, Follow Back of laboratory only cases, and acceptable incorporation of geocodes into the MCR master consolidated records. Milestone completion will be evidenced through submission of reports and completion of write-backs. The Contractor may submit the invoice by the 15th of the month following the month in which the Contract Monitor determines in writing that there has been an acceptable completion of the database items. (See Sections 2.3.2.11.2 and 2.3.2.14)

(d) 8% of the annual Contract amount upon acceptable completion of obtaining death data and incorporation into the MCR database. The Contractor may submit the invoice by the 15th of the month following the month in which the Contract Monitor determines in writing that there has been an acceptable completion of the database items. (See Section 2.3.2.12.)

(e) 7% of the annual Contract amount upon timely submission of Maryland data to NAACCR (December 1st of each year); the Contractor may submit the invoice by the 15th of the month following the submission of data. (See Section 2.3.2.18.6.)

(f) 1% of the annual Contract amount upon the MCR's data making gold NAACCR certification level. If this certification level is not achieved, this 1% of the annual contract amount will not be paid. The Contractor may submit an invoice by the 15th of the month following the NAACCR announcements of data certifications.

(g) 7% of the annual Contract amount upon timely submission of "24 month" and "12 month" Maryland data to the NPCR by November of each year. The Contractor may submit an invoice by the 15th of the month following the NPCR submission. (see Section 2.3.2.18.7.)

(h) 1% of the annual Contract amount upon achieving the Advanced National Data Quality Standard (formerly known as the twelve-month standard) from NPCR each year. If this standard is not achieved, this 1% of the annual contract amount will not be paid. The Contractor may submit the invoice by the 15th of the month following the receipt of the Data Evaluation Report from NPCR.

(i) 10% of the annual Contract amount at the end of the Contract year upon successful completion of all deliverables. The Contractor may submit the invoice by the 15th of the month following the month in which the Contract Monitor determines in writing that all deliverables have been accepted.

3.4.3 Service Level Assessment

The Contractor shall be responsible for the following Service Level Assessment (SLA):

The MCR's data meeting the NAACCR's Silver Certification level as defined in RFP Section 2.2.5 Table 1 is of importance to the Department because the data cannot be published if it falls below that standard. As a result of this importance, a SLA shall be applied to ensure adequate focus is maintained on the quality of the data submitted to NAACCR. The SLA shall define minimum performance standards that the Contractor shall deliver in order to receive full payment for end of Contract year. The Contractor's failure to deliver a level of service specified in the SLA shall result in a reduction in the amount paid to the Contractor.

The SLA shall be made on an annual basis for the duration of the Contract. For each year that the Contractor's MCR data does not meet at least the Sliver Certification level as determined by NAACCR, the Contractor agrees to forfeit 2% of the annual Contract amount from the payment for the end of the Contract year as described in Section 3.4.2(i).

3.5 SOC 2 Type 2 Audit Report

This section applies to the Contractor and any relevant subcontractor who provides services for MDH's identified critical functions, handles Sensitive Data [see RFP Section 3.2.3(1)], and/or hosts any related implemented system for the State under the Contract. For purposes of this section, "relevant subcontractor" includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system.

The Contractor shall have an annual audit performed, by an independent audit firm of the Contractor's choosing, of the Contractor's and any relevant subcontractor's handling of Sensitive Data and MDH's critical functions, which are identified as PII and PHI,, and shall address all areas relating to Information Technology security and operational processes (see RFP Section 3.2.3.). These services provided by the Contractor and any relevant subcontractor that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2)* as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by MDH, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:

3.5.1 The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). The initial SOC 2 Audit shall be scheduled and completed within a timeframe to be specified by the Contract Monitor. All subsequent SOC 2 Audits that are arranged after this initial audit shall be performed on annual basis and submitted to the Contract Monitor by June 30th for the preceding calendar year.

3.5.2 The SOC 2 Audit shall report on the Contractor's and any relevant subcontractor's system(s) and suitability of the design and operating effectiveness of controls of the Information Functions

and/or Processes to meet the requirements of the Contract, including the Security Requirements identified in Section 3.2, relevant to the following trust principles: Security and Confidentiality, as defined in the aforementioned Guidance.

3.5.3 The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and/or Privacy) to accommodate any changes to the Contractor's and any relevant subcontractor's environment since the previous SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through modifications to the Contract, or due to changes in information technology or operational infrastructure implemented by the Contractor and/or subcontractor. The Contractor and any relevant subcontractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.

3.5.4 The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the Contractor for the Information Functions and/or Processes for the services provided to MDH under the Contract. The Contractor shall ensure the audit includes all subcontractors operating in performance of the Contract.

3.5.5 All SOC 2 Audits, including those of the Contractor and any relevant subcontractor, shall be performed at no additional expense to MDH.

3.5.6 The Contractor and all relevant subcontractors shall promptly provide a complete copy of the final SOC 2 Report(s) to the Contract Monitor upon completion of each SOC 2 Audit engagement.

3.5.7 The Contractor shall provide to the Contract Monitor, within 30 calendar Days of the issuance of each SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in a SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor and/or subcontractor(s) along with the date(s) when each remedial action is to be implemented.

3.5.8 If the Contractor, including any relevant subcontractor, currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes being provided to MDH under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, MDH will determine in consultation with appropriate State government technology and audit authorities whether the Contractor's and any relevant subcontractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).

3.5.9 If the Contractor and any relevant subcontractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in RFP Section 3.5.1, MDH shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes utilized or provided by the Contractor and any relevant subcontractor under the Contract. The Contractor and any relevant subcontractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report. MDH will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.

3.6 MBE Reports

If this solicitation includes an MBE Goal (see Section 4.26), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

(1) **Attachment D-4A**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer;

(2) **Attachment D-4B (***if applicable*), the MBE Prime Contractor Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer; and

(3) **Attachment D-5**, the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

3.7 VSBE Reports

If this solicitation includes a VSBE Goal (see Section 4.27), the Contractor and its VSBE subcontractors shall provide the following VSBE Monthly Reports based upon the commitment to the goal:

(1) **Attachment E-3**, the VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer; and

(2) **Attachment E-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.

3.8 Liquidated Damages

Not applicable.

3.9 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from the Contract awarded under this solicitation to any subsequent contract for similar services. The transition period shall begin sixty (60) Days before the Contract end date, or the end date of any final exercised option or contract extension. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.

3.10 Substitution of Personnel

3.10.1 Continuous Performance of Key Personnel. Unless substitution is approved per paragraphs 3.10.2-3.10.4 of this section, Key Personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Contract Monitor.

If the Contract is task order based, the provisions of this section apply to Key Personnel identified in each task order proposal and agreement.

3.10.2 Definitions. For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – Any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) Days and precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – Any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

Sudden – When the Contractor has less than thirty (30) Days' prior notice of a circumstance beyond its control that will require the replacement of any Key Personnel working under the Contract.

3.10.3 Key Personnel General Substitution Provisions. The following provisions apply to all of the circumstances of staff substitution described in paragraph 3.10.4 of this section.

(a) The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute Key Personnel have qualifications at least equal to those of the Key Personnel for whom the replacement is requested.

(b) The Contractor shall provide the Contract Monitor with a substitution request that shall include:

- A detailed explanation of the reason(s) for the substitution request;
- The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
- The official resume of the current personnel for comparison purposes; and
- Any evidence of any required credentials.

(c) The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

(d) The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a requested Key Personnel replacement.

3.10.4 Replacement Circumstances

3.10.4.1 Voluntary Key Personnel Replacement. To voluntarily replace any Key Personnel, the Contractor shall submit substitution request as described in paragraph 3.10.3 of this section to the Contract Monitor at least fifteen (15) Days prior to the intended date of change. Except in a circumstance described in paragraph 3.10.4 (2) of this

clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

3.10.4.2 Key Personnel Replacement Due to Vacancy. The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) Days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section 3.10.4.1 of this section.).

Under any of the circumstances set forth in this paragraph 3.10.4.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph 3.10.3 of this section within fifteen (15) Days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3.10.4.3 Key Personnel Replacement Due to an Indeterminate Absence. If any Key Personnel has been absent from his/her job for a period of ten (10) Days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) Days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the Contract Monitor as required under paragraph 3.10.3 of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor, at the option and sole discretion of the Contract Monitor, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

3.10.4.4 Directed Personnel Replacement.

3.10.4.4.1 The Contract Monitor may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 3.10.4.4.2. If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) Days notification of a directed replacement will be provided. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) Days' notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) Days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph 3.10.3 of this section, provide a suitable replacement for approval within fifteen (15) Days of the notification of the need for removal, or the actual removal, whichever occurs first.

3.10.4.4.2 If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) Days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) Days, or in the timeframe set forth by the Contract Monitor in writing.

Should performance issues persist despite the approved Remediation Plan, the Contract Monitor will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Key Personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

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SECTION 4 – PROCUREMENT INSTRUCTIONS

4.1 Pre-Proposal Conference

A Pre-Proposal Conference (the Conference) will be held at the date, time, and location indicated on the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

The Conference will be summarized. As promptly as is feasible after the Conference, a summary of the 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, as well as the questions and answers, will also be posted on eMaryland Marketplace. See RFP Section 4.2.

In order to assure adequate seating and other accommodations at the Conference, please e-mail or fax the Pre-Proposal Conference Response Form (**Attachment A**) to the attention of the Procurement Coordinator at least five (5) Business Days prior to the Pre-Proposal Conference date. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Coordinator at least five (5) Business Days prior to the Pre-Proposal Conference date. MDH will make a reasonable effort to provide such special accommodation.

4.2 eMaryland Marketplace

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

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the MDH website (https://health.maryland.gov/opass/Pages/Home.aspx) and possibly other means for transmitting the RFP and associated materials, solicitation and summary of the Pre-Proposal Conference, Offeror questions, and Procurement Officer's 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://emaryland.buyspeed.com/bso/login.jsp, click on "Register" to begin the process, and then follow the prompts.

4.3 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the Procurement Officer's e-mail address indicated on the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer via email in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least five (5) Days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date. 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 that are known to have received a copy of the RFP in sufficient time for the answer to be taken into consideration in the Proposal.

4.4 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

4.5 Proposals Due (Closing) Date and Time

Proposals, in the number and form set forth in RFP Section 5.2 "Proposals" must be received by the Procurement Officer at the Procurement Officer's address no later than the Proposal Due date and time indicated on the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors) in order to be considered.

Requests for extension of this time or date 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.F and 21.05.02.10, Proposals received after the due date and time listed in the RFP Key Information Summary Sheet will not be considered.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the RFP Key Information Summary Sheet for receipt of Proposals.

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

Vendors not responding to this solicitation are requested to submit the "Notice to Vendors" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the RFP immediately following the Title Page (page ii).

4.6 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

4.7 Economy of Preparation

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

4.8 Public Information Act Notice

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 Public Information Act, Md. Code Ann., General Provisions Article, Title 4. (Also, see RFP Section 5.4.2.2 "Claim of Confidentiality"). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.9 Award Basis

The Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP Section 6 for further award information.

4.10 Oral Presentation

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

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for 120 Days following the closing date for submission of Proposals or best and final offers (see Section 6.5.2.5) if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for Proposals, MDH shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on MDH's procurement web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted timely Proposals and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

4.13 Cancellations

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

In the event, a government entity proposes and receives the recommendation for award for the Contract resulting from this RFP, the procurement may be cancelled and the award processed as a Memorandum of Understanding in accordance with COMAR 21.01.03.01.A(4).

4.14 Incurred Expenses

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

4.15 Protest/Disputes

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

4.16 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 Proposal must be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see Section 4.26 "Minority Business Enterprise Goals" and Section 4.27 "Veteran-Owned Small Business Enterprise Goal").

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror shall submit with its Proposal an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualification of the parent are transferred to and shared with the Offeror, the parent is directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **A Proposal that takes exception to these terms may be rejected (see RFP Section 5.4.2.4).**

4.18 Proposal Affidavit

A Proposal submitted by an Offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP.

4.19 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit, a copy which is included as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award. The Contractor must also submit a Contract Affidavit with any Contract renewal, including the exercise of any options or modifications that may extend the Contract term. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

4.20 Compliance with Laws/Arrearages

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

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

4.21 Verification of Registration and Tax Payment

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

It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.22 False Statements

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

(a) In connection with a procurement contract a person may not willfully:

(1) falsify, conceal, or suppress a material fact by any scheme or device;

(2) make a false or fraudulent statement or representation of a material fact; or

(3) 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 5 years or both.

4.23 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding $200,000. The 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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/X-1020130407.pdf .

4.24 Prompt Payment Policy

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

4.25 Electronic Procurements Authorized

4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, MDH may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract.

4.25.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., https://emaryland.buyspeed.com/bso/), and electronic data interchange.

4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section 4.25.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

4.25.4.1 The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:

(a) The solicitation (e.g., the RFP);

(b) Any amendments;

(c) Pre-Proposal conference documents;

(d) Questions and responses;

(e) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;

(f) Notices of award selection or non-selection; and

(g) The Procurement Officer's decision on any Proposal protest or Contract claim.

4.25.4.2 An Offeror or potential Offeror may use e-mail or facsimile to:

(a) Ask questions regarding the solicitation;

(b) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer; and

(c) Submit a "No Proposal Response" to the solicitation.

4.25.4.3 The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

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

(a) Submission of initial Proposals;

(b) Filing of Proposal Protests;

(c) Filing of Contract Claims;

(d) Submission of documents determined by MDH to require original signatures (e.g., Contract execution, Contract modifications, etc.); or

(e) Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

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

4.26 Minority Business Enterprise Goals

There is no MBE subcontractor participation goal for this procurement.

4.27 Veteran-Owned Small Business Enterprise Goal

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

4.28 Living Wage Requirements

4.28.1 Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State service contracts over $100,000. Maryland Code, State Finance and Procurement, § 18-101 *et al*. The Commissioner of Labor and Industry at MDH of Labor, Licensing and Regulation requires that a Contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. *See* COMAR 21.11.10.05.

4.28.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. See the "Living Wage" clause in the Contract (**Attachment M**).

4.28.3 Additional information regarding the State's living wage requirement is contained in **Attachment F**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If an Offeror fails to complete and submit the required documentation, the State may determine the Offeror to be not responsible under State law.

4.28.4 Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

4.28.5 The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

(1) 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.

(2) 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.

(3) If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 1 Contract.

4.28.6 Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website: http://www.dllr.state.md.us/labor/prev/livingwage.shtml.

NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.

4.29 Federal Funding Acknowledgement

4.29.1 There are programmatic conditions that apply to this Contract due to federal funding. (See **Attachment G**).

4.29.2 The total amount of federal funds allocated for the Prevention and Health Promotion Administration is $206,973,579 in Maryland State Fiscal Year 2017. This represents 57.3% of all funds budgeted for the unit in that Fiscal Year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

4.29.3 This Contract contains federal funds. The source of these federal funds is: Cancer Prevention and Control for State, Territorial and Tribal Organizations. The CFDA number is: 93.283. The conditions that apply to all federal funds awarded by MDH are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment G** and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of this Contract.

4.30 Conflict of Interest Affidavit and Disclosure

Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a Contract is awarded as a result of this solicitation, the Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment H**, Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

4.31 Non-Disclosure Agreement

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

4.32 HIPAA - Business Associate Agreement

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

Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Offeror with the next highest overall-ranked Proposal.

4.33 Nonvisual Access

By submitting a Proposal, the Offeror warrants that the information technology (IT) offered under the Proposal: (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual 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 nonvisual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than five percent (5%). For purposes of this solicitation and resulting 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 nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Maryland IT Nonvisual Access standards can be found at: www.doit.maryland.gov/policies/pages/nva.aspx.

4.34 Mercury and Products That Contain Mercury

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

4.35 Location of the Performance of Services Disclosure

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L**. The Disclosure must be provided with the Proposal.

4.36 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

4.37 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

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SECTION 5 – PROPOSAL FORMAT

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

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

5.2 Proposals

5.2.1 Volume I – Technical Proposal, and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, email address, and telephone number of a contact person for the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and four (4) copies. Unless the resulting package will be too unwieldy, MDH's preference is for the two (2) sealed Volumes to be submitted together in a single package including a label bearing:

(1) RFP title and number,

(2) Name and address of the Offeror, and

(3) Closing date and time for receipt of Proposals

to the Procurement Officer (see RFP Key Information Summary Sheet) prior to the date and time for receipt of Proposals (see RFP Section 4.4 "Proposals Due (Closing) Date and Time").

5.2.2 An electronic version (on Compact Disk/CD, Digital Versatile Disc/DVD, or Universal Serial Bus/USB Flash/Thumb Drive) of Volume 1 - Technical Proposal in Microsoft Word format must be enclosed with the original Volume I - Technical Proposal submission. An electronic version (on CD, DVD, or USB Flash Drive) of Volume II - Financial Proposal in Microsoft Word or Microsoft Excel format must be enclosed with the original Volume II - Financial Proposal submission. Each CD/DVD/USB Flash Drive must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. Each CD/DVD/USB Flash Drive must be packaged with the original copy of the appropriate Proposal (Technical or Financial). In the event of any discrepancy between the hard copy and electronic versions of an Offeror's Proposal, the State shall determine the controlling version in accordance with the State's interests.

5.2.3 A second electronic version of Volume I and Volume II in searchable Adobe .pdf format shall be submitted on CD, DVD, or USB Flash Drive for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see RFP Section 4.8 "Public Information Act Notice").

5.2.4 Beginning with Tab B (see RFP Section 5.4.2.3), all pages of both Proposal volumes shall be consecutively-numbered from beginning (Page 1) to end (Page "x"). The Title Page, Table of Contents, and any Claim of Confidentiality (Tabs A and A-1; see RFP Sections 5.4.2.1 and 5.4.2.2), should be numbered using romanettes (ex. i, ii, iii, iv, v, etc.).

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

5.3 Delivery

Offerors may either mail or hand-deliver Proposals.

5.3.1 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 an Offeror chooses to use the U.S. Postal Service for delivery, MDH 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 MDH. It could take several Days for an item sent by first class mail to make its way by normal internal mail to the procuring unit and an Offeror using first class mail will not be able to prove a timely delivery at the mailroom.

5.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, an Offeror is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

5.3.3 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.

5.4 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume 1). Pricing information is to be included only in the Financial Proposal (Volume II).

5.4.1 **Format of Technical Proposal.** Inside a sealed package described in Section 5.2 "Proposals," the unbound original, four (4) copies, and the electronic version shall be provided. The RFP sections are numbered for ease of reference. Section 5.4.2 sets forth the order of information to be provided in the Technical Proposal, e.g., Section 5.4.2.1 "Title and Table of Contents," Section 5.4.2.2 "Claim of Confidentiality," Section 5.4.2.3 "Transmittal Letter," Section 5.4.2.4 "Executive Summary," etc. In addition to the instructions below, responses in the Offeror's Technical Proposal should reference the organization and numbering of Sections in the RFP (ex. "Section 2.2.1 Response . . .; "Section 2.2.2 Response . . .," etc.). This Proposal organization will allow State officials and the Evaluation Committee (see RFP Section 6.1) to "map" Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process.

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

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

5.4.2.2 **Claim of Confidentiality (If applicable, submit under TAB A-1)**. Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 4.8 "Public Information Act Notice"). The entire Proposal should not be given a blanket confidentiality designation. Any

confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

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

(1) Name and address of the Offeror;

(2) Name, title, e-mail address, and telephone number of primary contact for the Offeror;

(3) Solicitation Title and Solicitation Number that the Proposal is in response to;

(4) Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;

(5) Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);

(6) Offeror's eMM number;

(7) Offeror's MBE certification number (if applicable);

(8) Acceptance of all State RFP and Contract terms and conditions (see Section 4.17); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 5.4.2.4); and

(9) Acknowledgement of all addenda to this RFP.

5.4.2.4 **Executive Summary (Submit under TAB C)**. The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide services (if applicable). In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary. The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract **(Attachment M),** or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If the Offeror has taken no exceptions to the requirements of this RFP, the Contract **(Attachment M),** or any other attachments, the Executive Summary shall so state.

5.4.2.5 **Minimum Qualifications Documentation (If applicable, Submit under TAB D)**. The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP Section 1, "Minimum Qualifications."

5.4.2.6 **Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)**.

5.4.2.6.1 The Offeror shall address each Scope of Work requirement (RFP Section 2) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or

exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

5.4.2.6.2 The Offeror shall give a definitive **section-by-section** description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required services as outlined in RFP Section 2, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.

5.4.2.6.3 The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.

5.4.2.6.4 The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in RFP Section 3.3.

5.4.2.6.5 Non-Compete Clause Prohibition:

MDH seeks to maximize the retention of personnel working under this Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of Section 2.3.1.3 working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State contract.

5.4.2.7 Experience and Qualifications of Proposed Staff (Submit under TAB F). The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract.

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. Key personnel will include but are not limited to the Director of Operations, Project Director, Quality Assurance Supervisor, Database Manager, and Database Administrator. In addition, the Offeror shall state the estimated time in hours to be spent on project activities and the areas or phases for which each proposed staff member shall be responsible. For the Project Director, preference will be given to those assigned by the Contractor to 1.0 Full Time Equivalent effort to this contract. List the name(s), job function(s), and title(s) of additional personnel, if any, who shall be required for full-time or part-time employment or on a subcontract or consultant basis. The technical area, character, and extent of the subcontract or consultant activity are to be specified. The Offeror shall include individual resumes (Attachment P) for the Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section.

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

5.4.2.8 Offeror Qualifications and Capabilities (Submit under TAB G). The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

(1) The number of years the Offeror has provided the similar services;

(2) The number of clients/customers and geographic locations that the Offeror currently serves;

(3) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;

(4) The Offeror's process for resolving billing errors; and

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

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

(1) Name of client organization;

(2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and

(3) Value, type, duration, and description of services provided.

MDH reserves the right to request additional references or utilize references not provided by an Offeror.

5.4.2.10 List of Current or Prior State Contracts (Submit under TAB I). Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

(1) The State contracting entity;

(2) A brief description of the 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); and

(6) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

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

5.4.2.11 Financial Capability (Submit under TAB J). An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred). In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

(1) Dun & Bradstreet Rating;

(2) Standard and Poor's Rating;

(3) Lines of credit;

(4) Evidence of a successful financial track record; and

(5) Evidence of adequate working capital.

5.4.2.12 Certificate of Insurance (Submit under TAB K). The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.1. See Section 3.1 for the required insurance certificate submission for the recommended Offeror.

5.4.2.13 Subcontractors (Submit under TAB L). The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.

5.4.2.14 Legal Action Summary (Submit under TAB M). This summary shall include:

(1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;

(2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;

(3) A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and

(4) In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, the name of the judge and location of the court.

5.4.2.15 Economic Benefit Factors (Submit under TAB N). The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. The economic benefit offered should be consistent with the Offeror's Total Proposal Price from **Attachment B**, the Financial Proposal Form. See COMAR 21.05.03.03A(3).

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.

As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

In responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:

(1) Generic statements that the State will benefit from the Offeror's superior performance under the Contract;

(2) Descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; and

(3) Tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.

Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

(1) The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint

venture partners. Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;

(2) The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;

(3) Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;

(4) Subcontract dollars committed to Maryland small businesses and MBEs; and

(5) Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

5.4.3 Additional Required Technical Submissions (Submit under TAB O).

5.4.3.1 The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 5.4.2.

(a) Completed Proposal Affidavit (**Attachment C**).

(b) Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**).

5.4.3.2 ***If Required**, the following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 5.4.2. ***See appropriate RFP Section to determine whether the particular document is required for this procurement:

(1) A Signed Statement from the Offeror's Parent Organization Guaranteeing Performance of the Offeror. **See Section 4.16;**

(2) Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**). **See Section 4.26**;

(3) Completed Federal Funds Attachment (**Attachment G**). **See Section 4.29;**

(4) Completed Conflict of Interest Affidavit and Disclosure (**Attachment H**). **See Section 4.30;**

(5) Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Prime/Subcontractor Participation Schedule. (**Attachment E-1**). **See Section 4.27;**

(6) Completed Location of the Performance of Services Disclosure (**Attachment L**). **See Section 4.35**.

5.5 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 5.2 "Proposals," the Offeror shall submit an original unbound copy, four (4) copies, and an electronic version in Microsoft Word or Microsoft Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

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SECTION 6 – EVALUATION AND SELECTION PROCESS

6.1 Evaluation Committee

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

6.2 Technical Proposal Evaluation Criteria

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

6.2.1 Offeror's Technical Response to RFP Requirements and Work Plan (See RFP § 5.4.2.6). The State prefers an Offeror's response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

1. To what extent does the proposed Work Plan succeed in meeting the requirements and time frames of the RFP? Are deadlines for key deliverables specified in the Work Plan?
2. How sound is the methodology used to carry out the Work Plan? How adequately are resources identified and appropriately assigned, to facilitate successful adherence to deadlines for all key deliverables?
3. To what extent is there adequate management oversight by the vendor for the accomplishment of the deliverables under this contract? To what extent is there adequate supervision by the vendor of the work to be performed under this contract?
4. How sound are the quality control procedures to be employed?
5. How sound are the data security procedures?
6. How well does the Offeror's proposed IT configuration contribute to the likelihood of the Offeror being able to most effectively perform the services and achieve the goals and objectives of the contract?
7. To what extent is there a process to monitor the delivery of contract deliverables? How sound is this process?
8. To what extent has the Offeror agreed to all requirements specified in the RFP?
9. To what extent does the response illustrate a comprehensive understanding of the requirements and include an explanation of how the services addressing the requirements will be provided?
10. To what extent is the explanation appropriate to MDH's needs?

6.2.2 Experience and Qualifications of Proposed Staff (See RFP § 5.4.2.7)

1. How well does the Offeror's structure and commitment of staff contribute to the likelihood of the Offeror being able to most effectively perform the services and achieve the goals and objectives of the contract?
2. To what extent does the Offeror's staff meet the experience qualifications listed in the Scope of Work section 2.3?
3. How much relevant experience (i.e., duration and qualifications) does each staff person have in relation to this project?
4. To what extent is the staffing pattern adequate to perform the services to be provided?
5. To what extent do key staff members have demonstrated records of accomplishment on similar projects?
6. To what extent do key staff members have demonstrated knowledge of quality control procedures?

6.2.3 Offeror Qualifications and Capabilities, including proposed Subcontractors (See RFP § 5.4.2.8 – 5.4.2.14)

1. To what extent has the Offeror demonstrated a commitment to providing quality and timely services?
2. How has the Offeror performed on similar projects in the past?
3. Based on the description given in the proposal, what are the degree of overall capabilities of the Offeror as related to the requirements in the RFP, i.e., size and type of staff, finances, experience, etc.?
4. To what extent does the Offeror's proposal demonstrate prior performance in the specific content area? How long has this content area been previously performed?
5. Are there any conflicts of interest or legal issues to be resolved?
6. Does the Offeror possess sufficient fiscal integrity and is its legal history suggestive of it being the most likely Offeror to be a trustworthy and responsible partner to MDH under this RFP?

6.2.4 Executive Summary (Ref. 5.4.2.4)

1. To what extent has the Offeror clearly demonstrated an understanding of the scope of work or is the RFP parroted in the Offeror's proposal?
2. How innovative is the Offeror's solution to the problem?

6.2.5 Economic Benefit to State of Maryland (See RFP § 5.4.2.15)

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment B** – Financial Proposal Form.

6.4 Reciprocal Preference

Although Maryland law does not generally authorize procuring units 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 permits procuring units to apply a reciprocal preference in favor of a Maryland resident business under the following conditions:

(1) The Maryland resident business is a responsible Offeror;

(2) The most advantageous offer is from a responsible Offeror whose principal office or principal operations through which it would provide the services required under this RFP is in another state;

(3) The other state gives a preference to its resident businesses through law, policy, or practice; and

(4) The Maryland resident preference does not conflict with a federal law or grant affecting the procurement Contract.

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

6.5 Selection Procedures

6.5.1 General. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will subsequently be returned if the Financial Proposal is unopened at the time of the determination.

6.5.2 Selection Process Sequence

6.5.2.1 A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and properly completed, if there is an MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and Subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal. Finally, a determination is made that all Minimum Qualifications, if any (See RFP Section 1), have been satisfied.

6.5.2.2 Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and Offeror's ability to perform the services, as well as facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.

6.5.2.3 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.

6.5.2.4 The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.

6.5.2.5 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

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

6.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

(1) Contract (**Attachment M**),

(2) Contract Affidavit (**Attachment N**),

(3) MBE **Attachments D-2 and D-3A/B**, within ten (10) Business Days, if applicable; ***see Section 4.26**,

(4) MBE Waiver Justification within ten (10) Business Days (see **MBE Waiver Guidance and forms in Attachments D-1B and D-1C)**, if a waiver has been requested (if applicable; ***see Section 4.26)**,

(5) VSBE **Attachment E-2**, if applicable ***see Section 4.27**,

(6) Non-Disclosure Agreement (**Attachment I**), if applicable; ***see Section 4.31**,

(7) HIPAA Business Associate Agreement (**Attachment J**), if applicable; ***see Section 4.32**,

(8) DHR Hiring Agreement, **Attachment O**, if applicable ***see Section 4.36**, and

(9) Copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.1 "Insurance Requirements," listing the State as an additional insured, if applicable; ***see Section 3.1**

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RFP ATTACHMENTS

ATTACHMENT A – Pre-Proposal Conference Response Form
It is requested that this form be completed and submitted as described in RFP Section 4.1 by those potential Offerors that plan on attending the Pre-Proposal Conference.

ATTACHMENT B – Financial Proposal Instructions and Form
The Financial Proposal Form must be completed and submitted in the Financial Proposal package.

ATTACHMENT C –Proposal Affidavit
This Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENTS D – Minority Business Enterprise Forms
If required (see RFP Section 4.26), these Attachments include the MBE subcontracting goal statement and instructions, and MBE Attachments D-1 through D-5. Attachment D-1 must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed not reasonably susceptible of being selected for award and rejected. Within ten (10) Business Days of receiving notification of recommendation for Contract award, the Offeror must submit Attachments D-2 and D-3A/B.

ATTACHMENTS E – Veteran-Owned Small Business Enterprise Forms
If required (see RFP Section 4.27), these Attachments include the VSBE Attachments E-1 through E-4. Attachment E-1 must be completed and submitted with the Technical Proposal. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT F – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement
Attachment F-1 Living Wage Affidavit of Agreement must be completed and submitted with the Technical Proposal.

ATTACHMENT G – Federal Funds Attachment
If required (see RFP Section 4.29), these Attachments must be completed and submitted with the Technical Proposal as instructed in the Attachments.

ATTACHMENT H – Conflict of Interest Affidavit and Disclosure
If required (see RFP Section 4.30), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT I – Non-Disclosure Agreement
If required (see RFP Section 4.31), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT J – HIPAA Business Associate Agreement
If required (see RFP Section 4.32), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT K – Mercury Affidavit

If required (see RFP Section 4.34), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT L – Location of the Performance of Services Disclosure
If required (see RFP Section 4.35), this Attachment must be completed and submitted with the Technical Proposal.

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

ATTACHMENT N – Contract Affidavit
This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement
If required (see RFP Section 4.36), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT P – Resume Template

ATTACHMENT Q1 – National Program of Cancer Registries Program Standards

ATTACHMENT Q2 – CDC NPCR Electronic Reporting and Data Exchange Guidance

ATTACHMENT Q3 – CDC NPCR Physician Reporting Guidance

ATTACHMENT Q4 – NPCR Central Cancer Registry Database System Maintenance and Support Activities

ATTACHMENT Q5 – Electronic Data Exchange

ATTACHMENT Q6 – CDC's National Program of Cancer Registries Logic Model

ATTACHMENT Q7 – NPCR Hospital, Pathology Laboratory, and Physician Progress Report

ATTACHMENT R – Maryland Cancer Registry Management Reports

APPENDIX 1 – Abbreviations and Definitions

ATTACHMENT A – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number 19-17786
Quality Assurance and Data Management
of the Maryland Cancer Registry

A Pre-Proposal Conference will be held at the date, time, and location indicated in the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).

Please return this form at least five (5) Business Days prior to the Pre-Proposal Conference date, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the Procurement Coordinator. The Procurement Coordinator's contact information is provided in the RFP Key Information Summary Sheet.

Please indicate:

_____Yes, the following representatives will be in attendance:

1.

2.

3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 4.1 "Pre-Proposal Conference"):

_____

Signature Title

_____

Name of Firm (please print)

ATTACHMENT B – FINANCIAL PROPOSAL INSTRUCTIONS & FORM

B-1: FINANCIAL PROPOSAL INSTRUCTIONS

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

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

A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., $24.15. Make your decimal points clear and distinct.

B) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.

C) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.

D) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03, and may cause the Proposal to be rejected.

E) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

F) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, MDH does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

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

H) On Attachment B2, enter the total of non-administrative budget items for each time period in column #1. Enter the total of administrative budget items for each time period in column #2. Enter the total budget for each time period in the last column. Sum the columns and enter the results in the last row, labeled "Total (Transition and Start-Up 2 month period & Years 1 – 5). Use the definition of "administrative costs" in Attachment B. Administrative costs under the CRF include costs for accounting and auditing services, financial reporting, procurement, personnel and payroll

administration, and building services. Indirect costs in these same categories are also included as part of administrative costs

CIGARETTE RESTITUTION FUND
DEFINITION OF ADMINISTRATIVE COST

"Administrative costs" in the Cigarette Restitution Fund are defined as costs for accounting and auditing services, financial reporting, procurement, personnel and payroll administration and building services.

Each program receiving Cigarette Restitution Funds may not use more than 7% of the funds to cover administrative costs. Programs must separately account for Administrative Costs in order to ensure that the 7% limit is adhered to. In accordance with legislative requirements, no more than 7% of awarded funds may be spent on administrative costs. Any expenditure exceeding these ceiling amounts are will be considered a disallowed expenditure.

Indirect costs are included as a component of administrative costs. Indirect costs are defined as administrative and operational costs shared across programs, incurred for multiple or common objectives, which cannot be identified as direct costs without efforts disproportionate to identifying those costs.

Planning funds are not considered administrative costs, if they are used for activities such as coalition building, outreach, planning and program start-up. However, if these funds are used for activities that fall under the definition of administrative costs, they must be counted as such.

B-2: FINANCIAL PROPOSAL FORM

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

Please complete Excel Bid Sheet.

Submitted By:
Authorized Signature: _____ Date: _____
Printed Name and Title:

_____

Offeror Name:

_____

Offeror Address:

_____

Location(s) from which services will be performed (City/State):

_____

FEIN: _____ eMM # _____

Contact Information of Above Authorized Signatory: Telephone: (____) ____-- _____
Fax: (____) ____--_____
E-mail:
_____

ATTACHMENT C – PROPOSAL AFFIDAVIT

A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Offeror hereby certifies and agrees that the following information is correct: In preparing its Proposal on this project, the Offeror has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, 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 Proposal submitted by the Offeror on this project, and terminate any contract awarded based on the Proposal. As part of its Proposal, the Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

The undersigned Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified Minority Business Enterprise in a 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 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 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 Proposal submitted by the Offeror on this project, and terminate any contract awarded based on the Proposal.

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

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

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran–owned small business enterprise in order to obtain or retain a Proposal preference or a procurement contract;
(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

_____

_____

_____.

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 Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Proposals for a public or private contract;

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

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;
(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
(d) §7206, Fraud and False Statements, or
(e) §7207, Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
(a) A court:
(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

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

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

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

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

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

_____

_____

_____.

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

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

_____

_____

_____.

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

H. AFFIRMATION REGARDING COLLUSION
I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business has:

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Proposal price of the 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 Proposal is submitted.

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

J. CONTINGENT FEES
I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling 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.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

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

N. ACKNOWLEDGEMENT

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

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE FORMS

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

ATTACHMENT E – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

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

ATTACHMENT F – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:
   (a) Has a State contract for services valued at less than $100,000, or
   (b) Employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A Subcontractor who:
   (a) Performs work on a State contract for services valued at less than $100,000,
   (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or
   (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.

(3) Service contracts for the following:
   (a) Services with a Public Service Company;
   (b) Services with a nonprofit organization;
   (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
   (d) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 Days after the start of each Fiscal Year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website http://www.dllr.state.md.us/labor/prev/livingwage.shmtl.

ATTACHMENT F-1

Maryland Living Wage Requirements Affidavit of Agreement

(submit with Proposal)

Contract No. _____

Name of Contractor _____

Address_____

City_____ State_____ Zip Code_____

If the Contract Is Exempt from the Living Wage Law

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

- ☐ Offeror is a nonprofit organization
- ☐ Offeror is a public service company
- ☐ Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000
- ☐ Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The 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 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 Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- ☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
- ☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- ☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

_____

Signature of Authorized Representative Date

_____

Title

_____

Witness Name (Typed or Printed)

_____

Witness Signature Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

ATTACHMENT G- FEDERAL FUNDS ATTACHMENT

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all *prospective* and present sub-grantees (this includes all levels of funding) who receive more than $100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.

2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than $100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.

3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.

4. In addition, federal law requires that:

   A) Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both recipients and sub-recipients) which expend a total of $750,000 in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and Title 2 CFR 200, Subpart D. All sub-grantee audit reports, performed in compliance with Title 2 CFR 200 shall be forwarded within 30 Days of report issuance to the Contract Monitor.

   B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

   C) Recipients of $10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

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

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

1) 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.

2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3) 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.

4) 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.

5) 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 committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the [federal] Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

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

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

D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level II of the Federal Executive pay scale, per year. (This

includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]

I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

ATTACHMENT G-1

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

ATTACHMENT G-2

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: ☐ a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan guarantee f. Loan insurance	**2. Status of Federal Action:** ☐ a. Bid/offer/application b. Initial award c. Post-award	**3. Report Type:** ☐ a. Initial filing b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, *if known*:	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:** Congressional District, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Amount of Payment (*check all that apply*) $_____ ☐ actual ☐ planned **12. Form of Payment** (*check all that apply*) ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	**13. Type of Payment** (*check all that apply*) ☐ a. retainer ☐ b. one-time ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public	Signature: _____ Print Name:

inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than$10,000 and not more than $100,000 for each such failure.	_____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant

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

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

ATTACHMENT G-3

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

_____

Signature of Authorized Certifying Individual

ATTACHMENT H – 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 a 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 Proposal 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 PROPOSAL

ATTACHMENT I – NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made by and between the State of Maryland (the "State"), acting by and through the Maryland Department of Health (the "Department"), and _____ (the "Contractor").

RECITALS

WHEREAS, the Contractor has been awarded a contract (the "Contract") following the solicitation for Quality Assurance and Data Management of the Maryland Cancer Registry Solicitation # 19-17786; 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 "Contractor's Personnel") with access to certain information the State deems confidential (the "Confidential Information").

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, "Confidential Information" means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all Personally Identifiable Information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and Protected Health Information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.

2. The Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. The Contractor shall limit access to the Confidential Information to the Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor's Personnel are attached hereto and made a part hereof as ATTACHMENT I-1. The Contractor shall update ATTACHMENT I-1 by adding additional names (whether Contractor's personnel or a subcontractor's personnel) as needed, from time to time.

3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor's performance of the Contract or will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. The Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and 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. The 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. The Contractor shall, at its own expense, return to MDH all copies of the Confidential Information in its care, custody, control or possession upon request of MDH or on termination of the Contract. The Contractor shall complete and submit ATTACHMENT J-2 when returning the Confidential Information to MDH. At such time, the Contractor shall also permanently delete any Confidential Information stored electronically by the Contractor.

7. A breach of this Agreement by the Contractor or 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 seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

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

10. The parties further agree that:
    a. This Agreement shall be governed by the laws of the State of Maryland;
    b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
    c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
    d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
f. The Recitals are not merely prefatory but are an integral part hereof; and
g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

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

Contractor:_____	Maryland Department of Health
By: _____(SEAL)	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NON-DISCLOSURE AGREEMENT - ATTACHMENT I-1

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

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

NON-DISCLOSURE AGREEMENT – ATTACHMENT I-2

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and _____ ("Contractor") dated _____, 20_____ ("Agreement") is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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 J – HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between the Maryland Department of Health (Department) and _____ (Insert Name of Contractor) (hereinafter known as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

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

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

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

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

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

I. DEFINITIONS.

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

B. Specific definitions:

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

2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean Maryland Department of Health.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information ("PHI"). Protected Health Information or "PHI" shall generally have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103.

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

A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.

B. Business Associate agrees to make uses, disclosures, and requests for PHI consistent with Covered Entity's policies and procedures regarding minimum necessary use of PHI.

C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set, as defined at 45 CFR 164.514(e)(2) , for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.

E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.

G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law.

B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.

C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.

D1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar Days after the use or disclosure.

2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
   a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar Days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar Days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
   b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
   c. Is in substantially the same form as **ATTACHMENT J-1** attached hereto; and
   d. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
      i) A brief description of what happened, including the date of the Breach and discovery of the Breach, if known;
      ii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
      iii) Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
      iv) A brief description of what the Covered Entity and Business Associate are doing to investigate the Breach, mitigate losses, and protect against any further Breaches; and
      v) Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.

   e. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
   f. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;

g. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
h. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
i. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
j. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
k. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for Quality Assurance and Data Management of the Maryland Cancer Registry, Solicitation # (19-17786), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph B of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines or reasonably believes that cure is not possible.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the Maryland Confidentiality of Medical Records Act (MCMRA), Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

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

V. CONSIDERATION

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

VI. REMEDIES IN EVENT OF BREACH

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

VII. MODIFICATION; AMENDMENT

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

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

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

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the

HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Name: Ramiek James, Privacy Officer
Address: Department of Health & Mental Hygiene
Office of the Inspector General
201 W. Preston Street, 5th Floor
Baltimore, MD 21201

Email: _____

Phone: (410) 767-5411

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

Address: _____

_____

Attention: _____

Phone: _____

E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.

F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.

H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

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

COVERED ENTITY:	**BUSINESS ASSOCIATE:**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT J-1

FORM OF NOTIFICATION TO COVERED ENTITY OF BREACH OF UNSECURED PHI

This notification is made pursuant to Section III.D(3) of the Business Associate Agreement between Maryland Department of Health and
_____ (Business Associate).

Business Associate hereby notifies Maryland Department of Health 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, mitigate losses, and protect against any further breaches:
_____
_____

_____
_____

_____
_____

Contact information to ask questions or learn additional information:

Name:_____
__

Title:
_____
___

Address:
_____
_____

_____
_____

Email Address:
_____
_____

Phone Number:
_____
_____

ATTACHMENT K – MERCURY AFFIDAVIT

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

ATTACHMENT L – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(submit with Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. _____, the following disclosures are hereby made:

1. At the time of Proposal submission, the Offeror and/or its proposed subcontractors:

   ___ have plans

   ___ have **no** plans

   to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Offeror or its proposed subcontractors, the Offeror shall answer the following (attach additional pages if necessary):

   a. Location(s) services will be performed:
   _____
   _____
   _____
   _____

   b. Reasons why it is necessary or advantageous to perform services outside the United States:
   _____
   _____
   _____
   _____
   _____

The undersigned, being an authorized representative of the Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that MDH may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an

unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

ATTACHMENT M – CONTRACT

QUALITY ASSURANCE AND DATA MANAGEMENT OF THE MARYLAND CANCER REGISTRY

THIS CONTRACT (the "Contract") is made this ("Xth") day of (month), (year) by and between (Contractor's name) and the STATE OF MARYLAND, acting through the Maryland Department of Health.

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

1. Definitions

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

1.1 "COMAR" means Code of Maryland Regulations.

1.2 "Contract" means this agreement between (Contractor's name) and the State of Maryland, acting through the Maryland Department of Health.

1.3 "Contract Monitor" means the following Department employee identified as the Contract Monitor: Kimberly Stern, MHA, CTR, phone 410-767-5521 email ;Kimberly.stern@maryland.gov.

1.4 "Contractor" means (Contractor's name) whose principal business address is (Contractor's primary address) and whose principal office in Maryland is (Contractor's local address).

1.5 "Department" means the Maryland Department of Health.

1.6 "Financial Proposal" means the Contractor's Financial Proposal dated (Financial Proposal date).

1.7 "Procurement Officer" means the following Department employee identified as the Procurement Officer: Dana Dembrow, 201 W. Preston Street, Rm. 416D, Baltimore, MD 21201, Phone: 410-767-0974 and Fax: 410-333-5958.

1.8 "RFP" means the Request for Proposals for Quality Assurance and Data Management of the Maryland Cancer Registry Solicitation # 19-17786, and any addenda thereto issued in writing by the State.

1.9 "State" means the State of Maryland.

1.10 "Technical Proposal" means the Contractor's Technical Proposal dated (Technical Proposal date).

2. Scope of Contract

2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract for quality assurance, data processing, and database management activities for the MCR in accordance with Departmental guidelines and the standards set by the National Program of

Cancer registries (**Attachment Q**), North American Association of Central Cancer Registries, and the data requirements of Annotated Code of Maryland Health-General §18-203 and §18-204, (http://www.lexisnexis.com/hottopics/mdcode/), Code of Maryland Regulations (COMAR) 10.14.01 (http://www.dsd.state.md.us/COMAR/ComarHome.html), and Public Law 102-515 (https://www.cdc.gov/cancer/npcr/npcrpdfs/publaw.pdf) awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. 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 – State Contract Affidavit, executed by the Contractor and dated (date of Attachment C)
Exhibit C – The Proposal (Technical and Financial)

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 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance.

3.1 The term of this Contract begins on the date the Contract is signed by MDH following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Contract Commencement Date contained in the written Notice to Proceed. From this Notice to Proceed date, the Contract shall be for a period of approximately five (5) years and two (2) months beginning May 1, 2018 and ending on June 30, 2023. The Go-Live Date is when the Contactor will begin to receive Facility Reports and shall be no later than July 1, 2018.

3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, MDH shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal.

4.2 Payments to the Contractor shall be made no later than thirty (30) Days after MDH's receipt of a proper invoice for services provided by the Contractor, acceptance by MDH 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 or Social Security Number for a Contractor who is an individual which is (Contractor's FEIN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 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 Payment of an invoice by MDH is not evidence that services were rendered as required under this Contract.

4.5 Contractor's eMaryland Marketplace vendor ID number is (Contractor's eMM number).

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 made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

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

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

5.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

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

6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by MDH or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of MDH's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantively equivalent to those of this Contract.

7. Patents, Copyrights, and 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 attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) 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. Confidential or Proprietary Information and Documentation

8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and the

implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) 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 This Section 8 shall survive expiration or termination of this Contract.

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 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

10.3 The State of Maryland 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 performance under this Contract.

10.4 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 performance under this Contract.

10.5 The Contractor shall immediately notify the Procurement Officer of any claim or lawsuit 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, lawsuit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

11. Non-Hiring of Employees

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

12. Disputes

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

13. Maryland Law

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland), does not apply to this Contract or any purchase order or Notice to Proceed issued under this Contract, or any software, or any software license required hereunder.

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, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, 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 or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

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

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; 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 21.07.01.12A(2).

19. Delays and Extensions of Time

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

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

20. Suspension of Work

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

21. Pre-Existing Regulations

In accordance with the provisions of 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 thirty (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, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending

October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors 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 or federal retention requirements (such as HIPAA), 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. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 24 shall survive expiration or termination of the Contract.

25. Right to Audit

25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or subcontractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the Contract services being performed for the State.

25.2 Upon three (3) Business Days' notice, the Contractor and/or any subcontractors shall provide the State reasonable access to their respective records to verify conformance to the terms of the Contract. MDH may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at MDH's election. MDH may copy, at its own expense, any record related to the services performed and provided under this Contract.

25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s) that provide essential support to the Contract services. The Contractor and/or subcontractor(s) shall ensure MDH has the right to audit such subcontractor(s).

25.4 The Contractor and/or subcontractors shall cooperate with Department and Department's designated accountant or auditor and shall provide the necessary assistance for MDH or Department's designated accountant or auditor to conduct the audit.

25.5 This Section shall survive expiration or termination of the Contract.

26. Compliance with Laws

The Contractor hereby represents and warrants that:

26.1 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;

26.2 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;

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

26.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

27.1 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 Proposal.

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

28. Subcontracting; Assignment

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

29. Liability

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

29.1 For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;

29.2 Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

29.3 For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form the 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.

30. Commercial Nondiscrimination

30.1 As a condition of entering into this Contract, the 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, the Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The 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. The 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 the 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 MDH, in all subcontracts.

30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against the Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, the Contractor agrees to provide within sixty (60) Days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and 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 MDH, 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 MDH and the contractor in any other proceeding; or
c. Result in liability against or prejudice the rights of MDH.

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 (MBE) program.

31.5 To ensure compliance with certified MBE subcontract participation goals, MDH may, consistent with COMAR 21.11.03.13, take the following measures:

a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
   i. Inspecting any relevant records of the Contractor;
   ii. Inspecting the jobsite; and
   iii. Interviewing subcontractors and workers.

   Verification shall include a review of the:
   i. The Contractor's monthly report listing unpaid invoices over thirty (30) Days old from certified MBE subcontractors and the reason for nonpayment; and
   ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) Days and invoices for which the subcontractor has not been paid.
b. If MDH determines that the Contractor is not in compliance with certified MBE participation goals, then MDH will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

c. If MDH determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that MDH requires, then MDH may:
   i. Terminate the contract;
   ii. Refer the matter to the Office of the Attorney General for appropriate action; or
   iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.

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

32. Living Wage

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

33. Use of Estimated Quantities

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

34. Contract Monitor and Procurement Officer

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

35. Notices

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

If to the State: Dana Dembrow
Procurement Officer
201 W. Preston Street, Baltimore, Maryland 21201
If to the Contractor: _____
_____
_____
_____

36.2
37. Parent Company Guarantee

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

further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

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

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

39. Compliance with Federal HIPAA and State Confidentiality Law

39.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

(a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;

(b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and

(c) Otherwise providing good information management practices regarding all health information and medical records.

39.2 Based on the determination by MDH that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the Contractor shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form as required by MDH.

39.3 "Protected Health Information" as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the

provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

40. Limited English Proficiency

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

41. Miscellaneous

41.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.

41.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

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

CONTRACTOR	STATE OF MARYLAND Maryland Department of Health
_____	_____
By:	By: Robert R. Neall, Secretary Or designee:
_____	
Date	
	_____
PARENT COMPANY (GUARANTOR) (if applicable)	By:
_____	_____
By:	Date
_____	
Date	

Approved for form and legal sufficiency
this ____ day of _____, 20___.

_____
Assistant Attorney General

APPROVED BY BPW: _____ _____
(Date) (BPW Item #)

ATTACHMENT N – CONTRACT AFFIDAVIT

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID
Number:_____Address:_____

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

Name and Department ID
Number:_____Address:_____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;
(ii) The business's 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 §E(2)(b), above;

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

(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 §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

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

(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 §E(2)(a)—(j), above.

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

(4) I acknowledge and agree that:

(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.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated _____ , 201___ , and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT O – DHR HIRING AGREEMENT

This solicitation does not require a DHR Hiring Agreement.

ATTACHMENT P – RESUME TEMPLATE

Instructions: Insert resume information in the fields below; **do not submit other resume formats**. Submit only one resume per Position described in the RFP.

Candidate Name:	Proposed Job Title
Contractor:	

A. Education / Training

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

B. Relevant Work Experience

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

[Organization] **[Title / Role]** **[Period of Employment / Work]** **[Location]** **[Contact Person (Optional if current employer)]**	*Description of Work…*
[Organization] **[Title / Role]** **[Period of Employment / Work]** **[Location]** **[Contact Person]**	*Description of Work…*

<add lines as needed>

C. Employment History

List employment history, starting with the most recent employment first.

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

ATTACHMENT Q1 – NATIONAL PROGRAM OF CANCER REGISTRIES PROGRAM STANDARDS

National Program of Cancer Registries Program Standards, 2017 to 2022

Performance Measures

A functional central cancer registry must be able to support and participate in the following activities:

- Report cancer incidence trends by geographic area and provide cancer data in support of cancer control programs.
- Collect and report incidence, burden, and stage data that can direct targeted interventions and be used to evaluate the success of cancer prevention and screening programs.
- Identify disparities by age, gender, race and ethnicity, and geographic areas in cancer incidence, stage at diagnosis, and mortality.
- Create and maintain registry and state policies that support research uses of cancer registry data.

Purpose

The purpose of these standards is to

- Ensure that cancer registries fulfill the overarching performance measures listed above.
- Establish priorities and activities that funded programs are expected to achieve.
- Provide objective measures of program progress.
- Improve program processes that ultimately affect outcomes.

The following strategies are CDC's Program Standards for the National Program of Cancer Registries (NPCR). These standards are based on authority provided to the CDC under the Public Health Service Act (Title 42, Chapter 6A, Sub-Chapter II, Part M, § 280e) and subsequent amendments, and apply to all reportable cancers as defined in the Act and amendments. These standards may change during the project period of the cooperative agreement.

Strategy 1: Program Collaboration

Support collaboration across NPCR, CDC's National Breast and Cervical Cancer Early Detection Program (NBCCEDP), CDC's National Comprehensive Cancer Control Program (NCCCP), and other chronic disease programs.

- The central cancer registry actively collaborates in the state's comprehensive cancer control planning efforts.
- The central cancer registry establishes a working relationship with other cancer control programs, including screening programs and tobacco control programs, to assess and implement cancer control activities.
- The central cancer registry establishes and regularly convenes an advisory committee to help build consensus, cooperation, and planning for the registry and to enhance chronic disease program coordination and collaboration. Representation should include key organizations and individuals within (such as representatives from all cancer prevention and control components and chronic disease programs) and outside

the program (such as hospital cancer registrars, the American Cancer Society, American College of Surgeons liaison, clinical-laboratory personnel, pathologists, and clinicians). Advisory committees may be structured to meet the needs of the state or territory, such as the comprehensive cancer control program committee structure, an advocacy group, or a focus group.

Strategy 2: External Partnerships

Convene, support, and sustain partnerships and networks necessary to support implementation of cancer program priorities and activities.

• Establish and convene an advisory committee to help enhance and use the central cancer registry data for prevention and control of cancer and other chronic diseases, and coordinate and collaborate with other cancer programs.

• Use the advisory committee to develop and refine quality improvement initiatives.

• Establish and promote greater awareness and use of the cancer registry data.

Strategy 3: Cancer Data and Surveillance

Legislative Authority

• The state or territory has a law authorizing a population-based central cancer registry.

• The state or territory has legislation or regulations that support Public Health Service Act Title 42, Chapter 6A, Sub-Chapter II, Part M, 280e, authorizing the NPCR.

Administration and Operations

• Hire or retain staff sufficient in number and expertise to manage, implement, and evaluate the central cancer registry, as well as use and disseminate the data. Core staff must fill the roles of program director, project director, principal investigator, quality assurance or quality control manager, and education and training coordinator.

• The central cancer registry maintains an Operations Manual that describes registry operations, policies, and procedures. At a minimum, the manual contains

1. The reporting laws and regulations.

2. A list of reportable diagnoses.

3. A list of required data items.

4. Procedures for data processing operations, including procedures for

a) Monitoring timeliness of reporting.

b) Receipt of data.

c) Database management, including a description of the registry operating system software. This may be accomplished by citing a software vendor's Web site and documentation.

d) Conducting death certificate clearance.

e) Implementing and maintaining the quality assurance or quality control program, including procedures for

i. Conducting follow-back to Reporting Facilities on quality issues. These procedures include rules for identifying when action or further investigation is needed.

ii. Conducting record consolidation.

iii. Maintaining detailed documentation of all quality assurance operations.

iv. Education and training.

f) Conducting data exchange, including a list of states with which case-sharing agreements are in place.
g) Conducting data linkages.
h) Ensuring confidentiality and data security, including disaster planning.
i) Data release, including access to and disclosure of information.
j) Maintaining and updating the Operations Manual.

5. Management reports that include processes and activities to monitor the registry operations and database.
6. An abstracting and coding manual that is made available to and used by reporting sources that abstract and report cancer cases.

Data Collection, Content, and Format

• Central cancer registries must collect and submit data for all reportable cancers and benign neoplasms, including at a minimum, primary site, histology, behavior, date of diagnosis, race and ethnicity, age at diagnosis, gender, stage at diagnosis, and first course of treatment, according to CDC specifications and other information required by CDC.

• For all CDC-required reportable cases, the central cancer registry collects or derives all required data items using standard codes prescribed by CDC.

• Regardless of residency, the central cancer registry collects data on patients who were diagnosed or received the first course of treatment in the registry's state or territory.

• The central cancer registry uses a standardized, CDC-recommended data exchange format to transmit data to other central cancer registries and CDC.

Data Quality Assurance and Education

• The central cancer registry has an overall program of quality assurance that is defined in the registry Operations Manual. The quality assurance program includes, but is not limited to

1. A designated certified tumor registrar (CTR) is responsible for the quality assurance program.

2. Quality assurance activities should be conducted by qualified, experienced CTRs or CTR-eligible staff.

3. Data consolidation procedures are performed according to the central cancer registry protocol and nationally accepted abstracting and coding standards.

4. At least once every five years, a combination of case-finding and re-abstracting audits are conducted from a sample of source documents for each hospital-based reporting facility, and may include external audits by CDC or SEER.

5. Routine audits of a sample of consolidated cases are performed by the central cancer registry.

6. Feedback is provided to reporting sources on data quality and completeness.

• The central cancer registry has an education program that is defined in the registry Operations Manual. The education program includes, but is not limited to

1. Training for central cancer registry staff and reporting sources to ensure high-quality data.

2. A designated education and training coordinator who is a qualified, experienced CTR.

3. Where feasible, the education and training coordinator may be regionally based, allowing applicants to collaborate to identify one applicant to provide the education and training coordinator activities to be carried out in a region.

Data Submission

• The central cancer registry annually submits data files to the NPCR Cancer Surveillance System (CSS) that meet the reporting requirements outlined in the NPCR CSS Submission Specifications document and meet criteria for publication in *United States Cancer Statistics.*

• In appropriate data submission years, when the central cancer registry data file meets specified data completeness and quality standards, the central cancer data are included in the *Cancer in Five Continents* publication.

• The central cancer registry participates in all CDC-created and hosted analytic datasets and web-based data query systems, according to the annual NPCR CSS Data Release Policy.

Data Use and Data Monitoring

• Within 12 months of the end of the diagnosis year with data that are 90% complete, the central cancer registry produces preliminary pre-calculated data tables in an electronic data file or report of incidence rates, counts, or proportions for the diagnosis year by SEER site groups to monitor the top Cancer Sites within the state or territory.

• Within 24 months of the end of the diagnosis year with data that are 95% complete, the central cancer registry, in collaboration with local cancer control programs, produces the following electronic reports

1. Reports on age-adjusted incidence rates, stage at diagnosis, and age-adjusted mortality rates for the diagnosis year using SEER site groups and, where applicable, stratifying by sex, race, ethnicity, and geographic area.

2. Biennial reports providing data on stage and incidence by geographic area, with an emphasis on screening-amenable cancers and cancers associated with modifiable risk factors, such as tobacco, obesity, and human papillomavirus (HPV).

• The central cancer registry ensures annual use of cancer registry data for public health and surveillance research purposes in at least five of the following ways:

1. Comprehensive cancer control.

2. Detailed incidence and mortality by stage and geographic area.

3. Collaboration with cancer screening programs for breast, colorectal, or cervical cancer.

4. Health event investigations.

5. Needs assessment and program planning, such as Community Cancer Profiles.

6. Program evaluation.

7. Epidemiologic studies.

• The central cancer registry submits a success story to CDC at least annually detailing how registry data have been used to impact public health.

Electronic Data Exchange

• The central cancer registry is required to adopt and use standardized, CDC-recommended data transmission formats for the electronic exchange of cancer data (see CDC NPCR Electronic Reporting and Data Exchange Guidance). Registries should promote the use of these formats by reporting sources that transmit data to the registry electronically. CDC-recommended data exchange formats include

1. Hospital reporting: The NAACCR record layout version specified in year-appropriate *Standards for Cancer Registries Volume II: Data Standards and Data Dictionary.*

2. Anatomic pathology laboratory reports: NAACCR's *Standards for Cancer Registries Volume V: Pathology Laboratory Electronic Reporting* (version 2.2 or higher).

3. Non-hospital sources using electronic medical records: Integrating the Healthcare Enterprise (IHE) Provider Reporting to Public Health-Cancer Registry (PRPH-Ca) Profile.

• For hospitals reporting to the central cancer registry, increase the percentage reporting electronically every year to meet the standard of all hospitals reporting electronically by the end of the five-year project period.
• For non-hospital facilities reporting to the central cancer registry, increase the percentage reporting electronically every year to meet the standard of at least 80% of these facilities reporting electronically by the end of the five-year project period.
• The central cancer registry uses a secure Internet-based, FTP, https, or encrypted e-mail mechanism to receive electronic data from reporting sources.
• The central cancer registry has a plan in place for receiving and processing data from electronic medical records over the five-year project period in accordance with Meaningful Use practices.
• The central cancer registry should submit the NPCR Hospital, Path Lab, and Physician Reporting Progress Report form with the Annual Report.

Strategy 4: Community Level Interventions and Patient Support

Disseminate cancer surveillance data with NCCCP and NBCCEDP programs, and other organizations and agencies as identified by the registry's advisory committee, to support community-level and patient support interventions.

Strategy 5: Health Systems Change

Linkages

• The central cancer registry links with state death files at least every year and incorporates results on vital status and cause of death into the registry database.

• The central cancer registry should link with the National Death Index annually, and incorporate results on vital status and cause of death into the registry database.

• The central cancer registry links with the state breast and cervical cancer early detection program at least once a year to identify potentially missed cases, reconcile differences between the two systems, and update appropriate data fields to capture post-linkage information.

• The central cancer registry links with the Indian Health Service (IHS) Administrative Database at least every five years. Central cancer registries with IHS Contract Health Service Delivery Area counties link their records with patient registration records from IHS annually.

• The central cancer registry uses linkages to address gaps identified in data quality and completeness or to improve the utility of the data. Potential sources of information include

1. Statewide electronic health files for case-finding and completeness of required data items.

2. Claims data for case-finding and completeness of required data items.

3. Census data (or similar) for socio-demographic variables.

4. Birth records for demographic information.

5. Department of Motor Vehicle records for demographic information.

6. Voter registration files for demographic information.

Strategy 6: Program Monitoring and Evaluation

Data Completeness, Timeliness, and Quality

• Data being evaluated for the National Data Quality Standard (formerly known as the 24-Month Standard) must meet the following five data quality criteria:

1. Data are 95% complete, based on observed-to-expected cases as computed by CDC.
2. There are 3% or fewer death-certificate-only cases.
3. There is a 1 per 1,000 or fewer unresolved duplicate rate.
4. The maximum percentage missing for critical data elements are
    a) 2% age.
    b) 2% sex.
    c) 3% race.
    d) 2% county.
5. 99% pass a CDC-prescribed set of standard edits.

• Data being evaluated for the Advanced National Data Quality Standard (formerly known as the 12-Month Standard) must meet the following four data quality criteria:

1. Data are 90% complete, based on observed-to-expected cases as computed by CDC.
2. There is a 2 per 1,000 or fewer unresolved duplicate rate.
3. The maximum percent missing for critical data elements are
    a) 3% age.
    b) 3% sex.
    c) 5% race.
    d) 3% county.
4. 97% pass a CDC-prescribed set of standard edits.

• Annually increase case reporting by urologists, dermatologists, and gastroenterologists, as required by state law, to demonstrate continuing progress and improvement by the end of the five-year project period.
• Annually increase case reporting by medical oncologists, radiation oncologists, and hematologists, as required by state law, to demonstrate continuing progress and improvement by the end of the five-year project period.
• The cancer registry participates in the National Interstate Data Exchange Agreement to the extent possible, and exchanges data with all bordering central cancer registries and other central registries most likely to yield missed cases. Data exchange must meet the following minimum criteria:

1. Occurs within 12 months of the close of the diagnosis year.
2. Occurs at least twice a year.
3. Includes all cases not exchanged previously.
4. Includes all CDC-required data items.
5. 99% of data pass a CDC-prescribed set of standard edits.

• The cancer registry is required to complete and submit the NPCR Program Evaluation Instrument as directed.

ATTACHMENT Q2 – NATIONAL PROGRAM OF CANCER REGISTRIES (NPCR) ELECTRONIC REPORTING AND DATA EXCHANGE GUIDANCE

Electronic reporting and electronic data exchange refer to the format of the data that are being exchanged and the method used by reporters for transmission to the central cancer registry. This exchange of information is defined as the process of transferring data from one computer system to another in a standardized format that eliminates or significantly reduces the need for manual data entry and minimizes the need for human intervention. *Electronic reporting* is the transfer of data collected from source documents by hospitals, physician offices, clinics, or laboratories in a standardized, coded format that does not require manual data entry at the central cancer registry (CCR) level to create an abstracted record.

Electronic data exchange involves data transmission from the reporting source to the CCR. Data must conform to the appropriate nationally adopted standardized formats for data exchange and mapping to the North American Association of Central Cancer Registries (NAACCR) record layout for inclusion in the central cancer registry database. There are several nationally adopted standards for reporting different types of data from non-hospital sources. Linkage with other data sources or databases, including claims data, to add or enhance cancer data is considered electronic data exchange.

Electronic reporting and electronic data exchange do not include faxing, mailing a portable storage device, or any similar methods of transferring data. The CCR will use secure Internet-based software such as the Public Health Information Network Messaging System (PHINMS), Web Plus, secure File Transfer Protocol (sFTP), or encrypted e-mail such as HyperSend to receive data from all reporting sources. The use of portable storage devices for data transmission is not recommended, but may be used if Internet access is not available.

CCRs are required to adopt and use standardized, CDC-recommended data transmission formats for the electronic exchange of cancer data. Registries will promote the use of the CDC-recommended formats by reporting sources that transmit data electronically to the registry. The CDC-recommended data exchange formats are identified in the following sections.

Hospital Reporting

The electronic data system should use the NAACCR record layout version specified in year-appropriate *Standards for Cancer Registries Volume II: Data Standards and Data Dictionary*.

Physician Reporting

Electronic reporting includes not only proactive reporting, but also responses from physicians to CCR inquiries such as death certificate only cases.

Electronic reporting can be accomplished using CDC's Web Plus software. Physician offices wanting to report directly from their electronic medical record (EMR) or electronic health record (EHR) software should use one of the following recommended standards for reporting:

- *Implementation Guide for Ambulatory Healthcare Provider Reporting to Central Cancer Registries, August 2012.* This guide uses the Health Level Seven (HL7) Clinical Document Architecture (CDA) with added cancer-specific sections and constraints to meet the public health needs of reporting to cancer registries. CDC's eMaRC Plus software can process reports submitted in this format.

- *HL7 CDA® Release 2 Implementation Guide: Reporting to Public Health Cancer Registries from Ambulatory Healthcare Providers, Release 1, DSTU Release 1.1 – US Realm* (or more recent updates if included in ONC Certification Rule). This guide uses the HL7 CDA with added cancer-specific sections and

constraints to meet the public health needs of reporting to cancer registries. It has updates from the previous version, including tighter requirements on data elements needed by the CCRs and new data elements not included in the last version. CDC's eMaRC Plus software can process reports submitted in this format.

Other (Non-Hospital) Reporting

Reporting sources include radiation and medical oncology centers, ambulatory surgery centers, and any other reporting source that provides health care services to cancer patients outside the hospital setting.

Electronic reporting can be accomplished using CDC's Web Plus software. Non-hospital sources wanting to report directly from their EMR or EHR software should use one of the following recommended standards for reporting:

• *Implementation Guide for Ambulatory Healthcare Provider Reporting to Central Cancer Registries August 2012.* This guide uses the HL7 CDA with added cancer-specific sections and constraints to meet the public health needs of reporting to cancer registries. CDC's eMaRC Plus software can process reports submitted in this format.

• *HL7 CDA® Release 2 Implementation Guide: Reporting to Public Health Cancer Registries from Ambulatory Healthcare Providers, Release 1, DSTU Release 1.1 – US Realm* (or more recent updates if included in ONC Certification Rule). This guide uses the HL7 CDA with added cancer-specific sections and constraints to meet the public health needs of reporting to cancer registries. It has updates from the previous version, including tighter requirements on data elements needed by the CCRs and new data elements not included in the last version. CDC's eMaRC Plus software can process reports submitted in this format.

Laboratory Reporting

In-state and out-of-state laboratories should use the following recommended standards for reporting to central cancer registries:

• **Anatomic pathology laboratory reports:** *NAACCR Standards for Cancer Registries Volume V: Pathology Laboratory Electronic Reporting* (version 2.2 or higher). This exchange format will be used for reporting pathology and prognostic factor data for narrative reports and College of American Pathologists (CAP) Cancer Checklist reports.

• **Other laboratories:** NPCR is working with CCRs, HL7, and national standard setters to identify the appropriate format that laboratories should use to report biomarker and molecular data to central cancer registries. Several standards could be used, such as the NAACCR Volume V standard, the *HL7 Version 2 Implementation Guide for Clinical Genomics,* the *HL7 Version 2.5.1 Implementation Guide for Electronic Laboratory Reporting to Public Health, Release 1,* and others. Additional research and evaluation must be completed before a standard can be adopted for broad implementation. CCRs are expected to pay close attention to the progress being made in this area so they can help laboratories adopt the new standards for reporting these data.

Notes

Not all facilities can submit data electronically. However, as the technology and resources become available, those facilities are expected to embrace it. The goal is to increase electronic reporting.

Some Reporting Facilities may not have trained staff for data collection, and the CCR abstracts the data. These data should be abstracted into a secure cancer software program such as Web Plus, which can populate the appropriate fields at the CCR.

All cancer data should be transmitted to the CCR in an electronic format.

Facilities that cannot submit cancer data electronically should use a flat ASCII text file.

Activities Relating to Electronic Reporting

a. The CCR uses a secure Internet-based FTP, https, or encrypted e-mail mechanism to receive electronic data from reporting sources.

b. The CCR has a plan to implement a mechanism for receiving and processing data from EMRs and EHRs over the five-year project period.

c. The CCR participates in NAACCR Physician Reporting Workgroup calls on the first and third Monday of each month from 3:00 to 4:30 pm Eastern Time.

d. The CCR participates in monthly CDC NPCR Meaningful Use Workgroup calls on the second Wednesday of each month from 3:00 to 4:30 pm Eastern Time.

e. The CCR implements electronic physician reporting to the state cancer registry using Meaningful Use (MU) Stage 2 and Stage 3 CDA standards.

f. The CCR communicates with NPCR on issues identified with EHR vendors and providers during MU implementation.

g. The CCR participates in calls with EHR vendors.

h. The CCR helps identify bugs and develop enhancements to software tools used for physician reporting, including eMaRC Plus, CDA Validation Plus, and the Cancer Report Validator.

i. The CCR participates in NPCR-AERRO ePath Reporting Workgroup calls on the second Thursday of each month at 3:00 pm Eastern Time.

j. The CCR implements use of NAACCR Volume V specification with laboratories to report cancer pathology and biomarker data to the state cancer registry.

k. The CCR provides input regarding the Natural Language Processing (NLP) Web Service.

ATTACHMENT Q3 – NATIONAL PROGRAM OF CANCER REGISTRIES (NPCR) PHYSICIAN REPORTING GUIDANCE

NPCR legislation requires funded states to have "a means to assure the complete reporting of cancer cases to the statewide cancer registry by physicians, surgeons, and all other health care practitioners diagnosing and/or providing treatment for cancer patients, except for cases directly referred to or previously admitted to a hospital or other facility providing screening, diagnostic or therapeutic services to patients in that state and reported by those facilities." State laws vary in how the physician reporting requirements are implemented. The NPCR Program Standards for 2017 through 2022 identify the following goals for physician reporting:

- Annually increase the reporting by urologists, dermatologists, and gastroenterologists to the central cancer registry as required by state law to meet the standard of having most of these physicians reporting by the end of the five-year project period.
- Annually increase the reporting by medical oncologists, radiation oncologists, and hematologists to the central cancer registry as required by state law to meet the standard of having most of these physicians reporting by the end of the five-year project period.

For CDC to monitor compliance with these standards, funded NPCR registries should use consistent methods to count and report improvements in physician reporting. This document defines the minimum requirements for physician reporting, describes methods to monitor compliance, and provides additional guidance for improving physician reporting.

Health Care Practitioners Required to Report

All physicians may be required to report according to state law. For the purposes of the NPCR Program Standards, the following physician specialties, *at a minimum,* should be targeted for reporting cancer cases that are not reported by another source:

- Dermatology.
- Urology.
- Gastroenterology.
- Hematology.
- Medical oncology.
- Radiation oncology.
- Independent surgery.

Types of Reporting

Physician reporting can be active or passive. The central cancer registry (CCR) should strongly encourage active reporting.

- **Active Reporting:** The physician takes the initiative to report cancer cases proactively. This may include the use of abstracting software, transmission from electronic medical records, and submission of paper reports, if necessary. Cases are submitted without prior CCR request.
- **Passive Reporting:** The physician reports cancer cases in response to CCR requests, including death certificate inquiries and CCR case-finding audits.

Methods to Monitor and Determine Compliance with NPCR Program Standards

Recognizing the complexity of defining a complete list of all physician specialties in the state (the denominator), the NPCR Program Standards focus on increasing the total number of physician specialties reporting to the CCR (the numerator) annually. CCRs must have a method in place to track the type and number of physician specialties that are reporting at the beginning of the year (baseline) and the total number reporting at the end of the year, to include those added throughout the year, as a way to monitor annual progress. The tracking system also should indicate whether the reporting source is a practice or individual physician (see definition below). Both active and passive reporting are included in the number of reporting sources.

CCRs can count the number of reporting sources by practice, individual physician, or a combination of the two methods.

- **Practice Method:** Each specialty practice is counted as a single reporting source, regardless of the number of physicians in the practice.
- **Individual Physician Method:** Each physician is counted as a single reporting source, regardless of the number of locations in which he or she works.

CCRs should develop a consistent methodology that is in alignment with this guidance document.

- If the CCR cannot determine if a physician is reporting on behalf of a practice, count the reporting source as an individual physician.
- If the type of physician is unknown or not listed as one of the target physician specialties, group the physician into an "Other" category.

Progress toward the NPCR Program Standards should be reported in the CCR's progress reports, grant applications, and the NPCR Program Evaluation Instrument.

Suggestions for Increasing Physician Reporting

I. Develop a Strategic Plan to Increase Physician Reporting.

A. Develop a physician reporting advisory group. Consider a working group in the cancer registry advisory group or cancer coalition. Include key players such as the cancer leadership team, American College of Surgeons state liaison, state medical society, and respected retired specialty physicians.

B. Ask physicians on the advisory committee for counsel on ways to achieve compliance and advocate for physician reporting.

C. Communicate with other CCRs about physician reporting to exchange ideas for success.

D. Target physician specialties with the highest number of missed cases identified through linkages with pathology reports, death certificates, or other databases.

E. Compare state and national rates for specific Cancer Sites to identify specialties where cases may be missing, such as urology (prostate) or dermatology (melanoma).

F. Increase physician reporting gradually to make the process more manageable. Start with one specialty physician or group and then move on to the second. At least one new category of specialty physicians should be completed each year.

G. Work with NPCR to identify electronic medical record (EMR) and electronic health record (EHR) systems capable of transmitting cancer reports, and identify physicians and practices using these systems.

II. Identify Physicians and Practices.

A. Develop a memorandum of agreement with the state physician licensing agency that includes a mechanism to

1. Receive regular lists of new licensees.

2. Include CCR information in license application.

3. Institute a continual process to include renewals and exclude physicians who no longer practice in the state.

4. Develop a process to make compliance with state reporting laws a requirement for physician licensure; in other words, licensing is contingent on meeting all state reporting rules. The CCR sends a list of noncompliant physicians to the state licensing board.

B. Look for other state programs, associations, or societies which may have physician directories that can be shared.

C. Obtain lists of hospital staff physicians that may be updated annually.

D. Investigate the use of physician address services.

E. Use follow-back for pathology reports and Death Clearance certificates to identify new physician sources.

III. Recruit.

A. Make presentations made on the importance of physician reporting.

1. Possible venues include state or local meetings of the American Medical Association, urologists, dermatologists, and oncologists.

2. Speakers include physician advisory board members and officers of the specialty associations.

3. Include examples of how data are used, and list the reports that are available.

4. Focus on the impact of physician reporting on cancer surveillance and the importance of population-based cancer data for cancer control efforts.

5. Follow up with a personal contact with the physician or practice manager.

B. Send new physician reporters a package.

1. Include the state law that requires physicians to report all cases not reported by other facilities, Health Insurance Portability and Accountability Act of 1996 (HIPAA) information, procedures for how and when to report, a copy of the reportable list, and any state-specific documents.

2. An introductory letter may be sent from state officials or the CCR administrator outlining reporting requirements.

3. Address letters to the practice's medical director or office manager. Set up a continual process to include new physicians and exclude physicians who no longer practice within the state.

IV. Determine Software and Develop Operations Procedures and Manuals.

A. Use NPCR's Web Plus software for physician reporting when possible. Web Plus can create custom data collection displays specific to the physician specialty. This program uses the Internet for reporting, and all software and case information are maintained on a CCR server providing data security. Alternatively, if physicians or practices have EHRs and can report in the format specified in the Implementation Guide for Ambulatory Healthcare Provider Reporting to Central Cancer Registries August 2012 or HL7 CDA® Release 2 Implementation Guide: Reporting to Public Health Cancer Registries from Ambulatory Healthcare Providers, Release 1, DSTU Release 1.1—US Realm, they can transmit these reports using a secure transport

mechanism such as Web Plus, Public Health Information Network Messaging System, Direct, NwHIN Connect, or secure FTP.

B. Use NPCR's eMaRC Plus software for receiving and processing physician reports transmitted from physician EHRs in one of the HL7 CDA formats.

C. Use NPCR's Abstract Plus software for physician reporting if the physician office does not have Internet access.

D. See NPCR's Web site for information on all software products including Web Plus, Abstract Plus, eMaRC Plus, and physician training in Cyber Cancer Registry.

E. Develop operations procedure manuals to guide physician reporting.

V. Train.

A. Provide training with targeted, clear, and concise educational materials and provide ongoing support.

B. Provide demonstrations of available tools.

C. Provide training for the physician office staff learning how to abstract reportable information.

VI. Establish a Physician or Clinic Database to Monitor Physician Reporting.

A. Determine if the primary database will be of physicians or practices. Decide whether it will be separate or part of a larger database that includes other reporters.

B. Determine if any other division of the health Department maintains a physician or practice database that could be used, such as physician licensing or emergency medical service.

C. Determine if CCR software allows the generation and incorporation of a single doctor file which provides information on the CCR's reporting physicians.

D. Develop a new database if necessary using Microsoft Access, Microsoft Excel, or similar software products.

E. Update the database on an ongoing basis as responses are returned, at least annually.

F. Develop database elements to include

1. Physician or practice identification number.

2. Contact information, including the name and address of the person responsible for responses.

3. Reporting source, which can be an individual physician, clinic, or physician group; one physician can be listed with multiple clinics or practices.

4. Physician specialty.

5. Reporting status (proactive, responsive to inquiries, does not respond).

6. Method for reporting (Web Plus, Meaningful Use, electronic form, or other).

7. Provider participating in Meaningful Use.

8. Date last updated.

9. Initials of the person updating.

10. Sources of the update.

11. Use follow-back for information to complete missing fields.

VII. Communicate.

A. Place easy-to-find links on CCR Web page that include

1. Laws and rules.
2. Reporting form and manual.
3. Physician reporting procedures, including Meaningful Use registration processes.
4. Software manual for physician office staff.
5. Telephone and e-mail contact information for the CCR coordinator.

B. Send written reports such as an annual monograph to physicians, so they can view a positive outcome of participating in CCR reporting.

ATTACHMENT Q4 – NPCR CENTRAL CANCER REGISTRY DATABASE SYSTEM MAINTENANCE AND SUPPORT ACTIVITIES

1. Software Maintenance Activities

a. Keeping up maintenance and license contracts for all central registry application software.

b. Performing software development activities associated with maintaining existing central registry software, including calculations of upgrade costs and outcome.

c. Maintaining the latest product upgrades, maintenance releases, patches, and documentation.

d. Updating and replacing software to conform to state-specific standards and improve the scalability of the central registry system.

e. Managing and creating management software maintenance reports.

f. Upgrading applications and databases to conform to changing record layouts and standards used nationally or in the state, territory, jurisdiction, or tribe.

2. Hardware Maintenance Activities

a. Keeping up maintenance contracts for critical central registry hardware.

b. Managing and creating management maintenance reports for critical central registry hardware.

c. Identifying and replacing defective hardware devices or identifying hardware improvement, including calculations of upgrade costs.

d. Updating and replacing hardware to conform to state-specific requirements and improve the scalability of the central registry system.

e. Performing time and material repairs for equipment that is not under a maintenance contract and that needs to be done on a per-call basis.

f. Providing remote support and maintenance via the Internet.

g. Maintaining a spare part inventory on site.

3. Information Technology Support Activities

a. Providing database administrator support to maintain central registry databases.

b. Providing network administrator support to maintain central registry networks.

c. Obtaining and applying software patches for specific related operating system concerns.

d. Conducting performance analyses to identify potential problems and optimize the system.

e. Supporting central cancer registry software and platform products, including the operating system, database utilities, backup software and hardware, printers, network utilities, and security, encryption, and disaster recovery products.

f. Storing data backups and media used for backup remotely.

g. Generating data sets for data submissions and ad hoc requests.

ATTACHMENT Q5 – ELECTRONIC DATA EXCHANGE

I. The central cancer registry is required to adopt and use standardized, CDC-recommended data transmission formats for the electronic exchange of cancer data (see CDC NPCR Electronic Reporting and Data Exchange Guidance). Registries will promote the use of the CDC-recommended formats by reporting sources that transmit data electronically to the registry. The CDC-recommended data exchange formats include

A. Hospital reporting: The NAACCR record layout version specified in the year-appropriate *Standards for Cancer Registries Volume II: Data Standards and Data Dictionary.*

B. Anatomic pathology laboratory reports: NAACCR *Standards for Cancer Registries Volume V: Pathology Laboratory Electronic Reporting* (version 2.2 or higher). This exchange format will be used for reporting pathology and prognostic factor data for narrative reports and College of American Pathologists (CAP) Cancer Checklist reports.

C. Non-hospital sources using electronic medical records (EMRs) or electronic health records (EHRs): *Implementation Guide for Ambulatory Healthcare Provider Reporting to Central Cancer Registries,* August 2012 or *Implementation Guide for Ambulatory Healthcare Provider Reporting to Central Cancer Registries, HL7 Clinical Document Architecture (CDA),* Release 1.1.

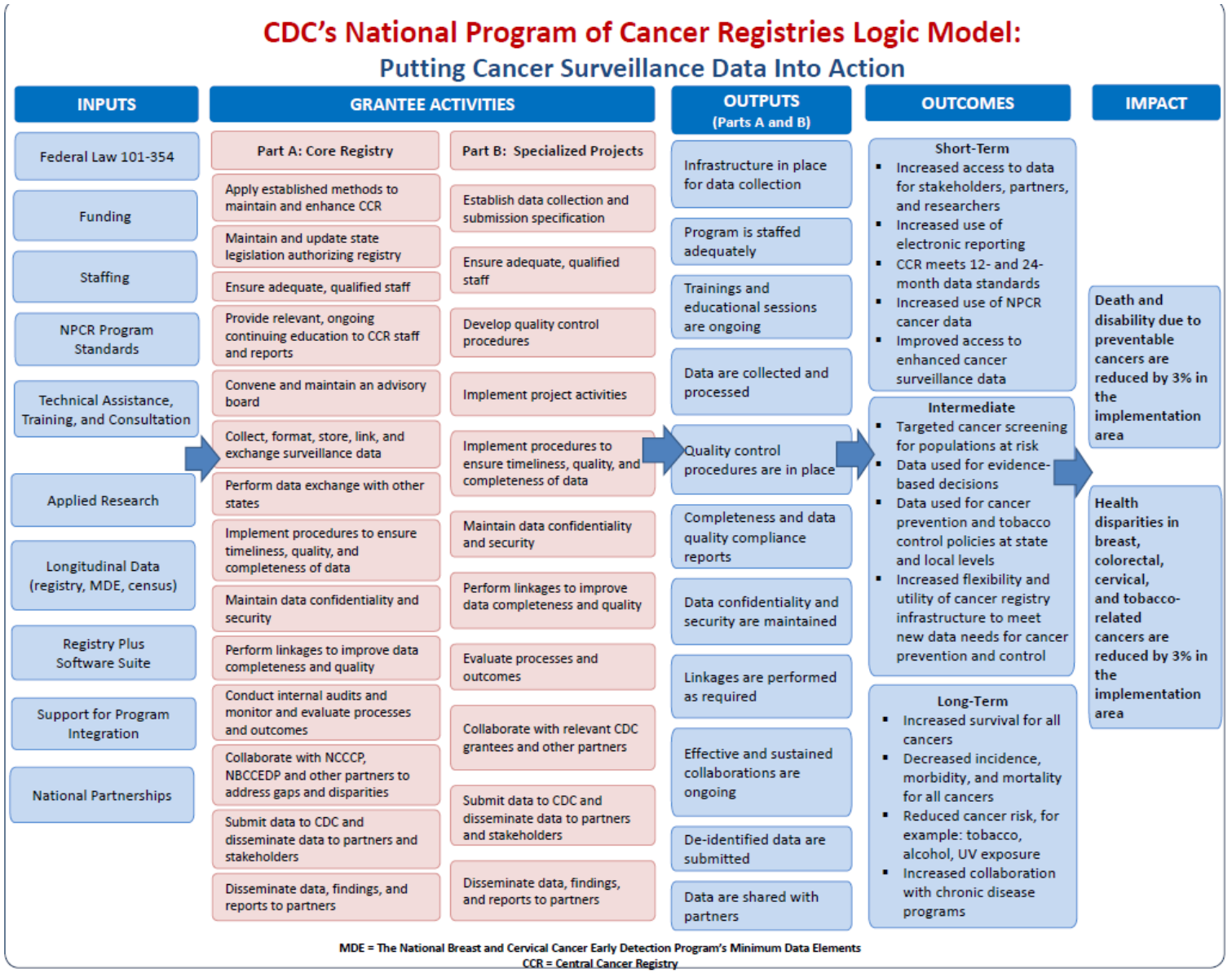
II. Every year, increase the percentage of hospitals reporting electronically to the central cancer registry to meet the standard of having all hospitals reporting electronically by the end of the 5-year project period.

III. Every year, increase the percentage of non-hospital facilities reporting electronically to the central cancer registry to meet the standard of having at least 80% of these facilities reporting electronically by the end of the five-year project period.

IV. The central cancer registry uses a secure Internet-based, FTP, https, or encrypted e-mail mechanism to receive electronic data from reporting sources.

The central cancer registry has a plan to implement a mechanism for receiving and processing data from EMRs and EHRs over the five-year project period

ATTACHMENT Q6 – CDC'S NATIONAL PROGRAM OF CANCER REGISTRIES LOGIC MODEL



ATTACHMENT Q7 – NPCR HOSPITAL, PATHOLOGY LABORATORY, AND PHYSICIAN PROGRESS REPORT

This template is to be used by NPCR-funded registries to report progress on the following activities. This information should be included in every Interim Progress Report (continuation application). If space is limited, include in the appendices.

Hospital and Pathology Laboratory Reporting

Please list the number, by type, that are required to report, and the number that were compliant with reporting at the end of the year. Also report the number reporting electronically (in a standardized format that minimizes the need for manual data entry).

• A *hospital cancer registry* is defined as one single or joint institution that collects data to be used internally, and that would continue to do so regardless of the central cancer registry requirements to collect and report cancer data.

• For the types of hospitals and pathology laboratories that are not applicable to your state or territory, such as Indian Health Service (IHS) hospitals, record zero (0) in all three columns, according to Program Standards V c–d and IV b–c.

	Number Required to Report1 (Denominator)	**Number Compliant with Reporting2 at the End of the Year**	**Number Reporting Electronically3**
Hospitals			
Hospitals with a cancer registry (non-federal)			
Hospitals without a cancer registry (nonfederal)			
Veterans Affairs hospitals			
IHS hospitals and clinicsa			
Tribal hospitals and clinicsa			
Pathology Laboratories			
In-state independent laboratories			
Out-of-state independent laboratories**a**			
Other			
Total			

1 Although state law does not require these groups to report, please indicate the number of known facilities that diagnose or treat cancer for residents of your state.
2 Those that report, not only those reporting in a timely manner.
3 Electronic reporting is the transfer of data collected from source documents by hospitals, physician offices, clinics, or laboratories in a standardized, coded format that does not require manual data entry at the central cancer registry (CCR) level to create an abstracted record.

Physician Reporting

The NPCR Program Standard for physician reporting focuses on increasing the number of physicians reporting to the CCR annually. The NPCR Physician Reporting document provides guidance on how to count physician reporting. In the table below, please provide the number of physician specialties that were reporting at the end of the reporting year (column b.). In column c, record the number of physician specialties from column b that are reporting electronically.

CCRs may use the Practice Method, Physician Method, or a combination of the two. The Practice Method counts each specialty practice as a single reporting source, regardless of the number of physicians in the practice. The Individual Physician Method counts each specialty physician as a single reporting source, regardless of the number of locations in which he or she works. For example, you may use the Practice Method to count hematology (two practices), and use the Physician Method to count dermatologists (10 physicians). You may not count the physicians in the hematology practices again in the Individual Physician section.

CCRs should use a consistent methodology. If the CCR is unable to determine whether a physician is reporting on behalf of a practice, count the reporting source as an individual physician. If the type of physician is unknown or is not listed as one of the target physician specialties, group the physician into an "Other" category.

a. Specialty	b. Number Reporting 4 at the End of the Year	c. Number Reporting Electronically5	Meaningful Use Stage 2			Meaningful Use Stage 3		
			d. Number Registered Intent	e. Number in Testing or Validation	f. Number Reporting in Production	g. Number Registered Intent	h. Number in Testing or Validation	i. Number Reporting in Production
Physician Groups (Practice Method)								
Independent surgery centers6								
Independent radiation therapy centers								
Hematology								
Medical oncology								
Urology								
Dermatology								
Gastroenterology								

Other								
Individual Physicians (Individual Physician Method)								
Surgeons[f]								
Radiation oncologists								
Medical oncologists								
Hematologists								
Urologists								
Dermatologists								
Gastro-enterologists								
Other								
Total								

4 Those that report, not only those reporting in a timely manner.
5 Electronic reporting is the transfer of data collected from source documents by hospitals, physician offices, clinics, or laboratories in a standardized, coded format that does not require manual data entry at the central cancer registry (CCR) level to create an abstracted record.
6 Surgeons who diagnose or treat cancer patients in the office.

Meaningful Use

Meaningful Use (MU) Stages 2 and 3 facilitate electronic reporting from ambulatory health care providers to the state cancer registry using the *Implementation Guide for Ambulatory Healthcare Provider Reporting to Central Cancer Registries August 2012* OR the *Implementation Guide for Ambulatory Healthcare Provider Reporting to Central Cancer Registries, HL7 Clinical Document Architecture (CDA), Release 1.1*. Please answer the following questions regarding MU.

1. What is the total number of state staff required to support physician MU activities? _____
   Examples of activities include: Responding to physician registrations, tracking communications with physicians and electronic health record (EHR) vendors, testing sample physician reports, providing formal feedback to physicians, facilitating meetings with physicians and EHR vendors, setting up a secure encrypted transport mechanism to receive physician data, and attending NPCR meetings with vendors.

2. What is the average number of electronic cancer reports received per month through providers _____
   participating in MU (either stage)?

3. What types of secure encrypted transport are you using for MU reporting for physicians in **testing**? (Check all that apply.)

   a. _____ PHINMS

b. _____ Secure FTP
c. _____ Web Plus
d. _____ HTTPS
e. _____ Direct
f. _____ Secure encrypted e-mail
g. _____ Other (specify): _____

4. What types of secure encrypted transport are you using for MU reporting for physicians in **production**? (Check all that apply.)

a. _____ PHINMS
b. _____ Secure FTP
c. _____ Web Plus
d. _____ HTTPS
e. _____ Direct
f. _____ Secure encrypted e-mail
g. _____ Other (specify): _____

5. Are Health Information Exchanges (HIEs) involved in any of the MU processes for reporting cancer data? Yes or No If yes, please indicate which of the following roles they play:

_____ Transport only (cancer reports are sent securely through the HIE as a pass-through; the HIE does not have access to any of the data)
_____ Data validation
_____ Data storage
_____ Data analysis
_____ Other (specify): _____

ATTACHMENT R – MARYLAND CANCER REGISTRY MANAGEMENT REPORTS

Maryland Cancer Registry--Management Reports
Report Name and Description of Reporting Period. Note that reports are due within ten (10) calendar Days after the end of the reporting period unless specified elsewhere in this document.

Administrative Reports

1	List of Reporting Facilities: Name of organization; address; contact person; telephone, fax, e-mail, type of facility, date facility first reports to MCR, Facility ID number (RepFacilMD_5,RepFacilMD_10), Hospital ID number (if hospital); Method of reporting (WebPlus upload; Web Plus direct entry; hard copy; abs plus; other)	Quarterly for the Fiscal Year
2	List of each reporting facility and name of contractor CTRs responsible for the facility	Quarterly for the Fiscal Year
3	List of contractor's staff and level of access to Master Databases	Quarterly for the Fiscal Year
4	List of contractor's staff denoting that each person has a signed confidentiality agreement on file	Quarterly for the Fiscal Year
5	List of audits performed and findings by reporting facility, month, and year	Monthly
6	Confirmation of database file system backup and locations (Registry Plus—Web Plus; Prep Plus; CRS Plus)	Quarterly for the Fiscal Year
7	Report on contractor's review of NPCR annual Data Evaluation Reports	Annually within 30 Days of receiving report
8	Fiscal Year Report: Activities; Number of Reporting Facilities submitting reports; Number of non-voided abstracts received by reporting facility type (hospital, laboratory, radiation facility, ambulatory surgical center, and physician office); Number of consolidated records; Number of abstracts submitted by diagnosis year for in state and out of state.	Annually
9	Number of technical consultations provided by facility, date, and topic handled	Monthly
10	Training sessions provided for facilities by date, topic, and presenter	Monthly
11	Training sessions/conferences attended by contractor's staff member, date, and topic (Webinars, TRAM meetings, NAACCR meeting, etc.)	Monthly
12	Meaningful Use Reports including a list of active EPs and where they are in the evaluation process	Monthly

Reports on Facility Reporting

1	Total number of abstracts received by reporting facility and quarter	Quarterly by Fiscal Year
2	Timeliness of reports Facility, quarter, date received, number received, number of total received within 6 months of diagnosis; % received within 6 months of diagnosis	Annually for calendar year
3	Error/Missing information report: Facility, quarter, total abstracts submitted, number (%) with unknown age, race, gender, Behavior, Spanish origin, type reporting source, diagnostic confirmation, County at diagnosis	Annually for Incidence year
4	Facility-specific summary of cases reported Facility, incidence year, total cases reported, number of cases of certain PSites, Histology, behavior	Annually for calendar year

Reports on Abstracts

1	Percent of abstracts with certain fields missing: race, sex, county, or stage	Annually for calendar year

Reports on Consolidated Records
(All consolidated in Master consolidated file; reportable includes those tumors that are defined in the Reporting Requirements, e.g., excluding non-melanoma skin cancer, excluding CIN, PIN)

These reports should be generated, reviewed by and retained by the Contractor. The reports should be available for review, if requested by the Contract Monitor.

1	Number of consolidated tumors by behavior, by site, by year.	Annually
2	Number of observed and expected cases (based on prior year), quarterly, during the year. (NAACR Standards for Cancer Registries, Volume III, page 28)	Quarterly
3	Number of reportable tumors [cancer, in situ, and benign nervous system tumors] by year by jurisdiction.	Annually
4	Number and percent of reported cases for the 24 and 12 month years, by race, by year, by behavior, by primary site; Number of reported cases by Diagnosis Year and race; behavior; and primary site	Annually
5	Percent of reportable cases with missing race and missing stage by Type of Reporting source	Quarterly
6	Stage of cancer (behavior=2 and 3) by all cancer overall, lung and bronchus, breast, colorectal, prostate, cervical, and melanoma by year.	Annually

7	Certain histologies (8000, 8010, 8140, 8720, 8050, 8500) by type of cancer, including all cancer, lung and bronchus, breast, colorectal, prostate, cervical and melanoma by year.	Annually
8	Number and percent of cancer cases (behavior=3) identified by death certificate only: all cancer and by Cancer Site.	Annually
9	Number of consolidated cases with Psite, behavior, histology, and stage that are "consistent"; e.g., behavior by stage; Psite by Histology	Annually

Reports on Data Processing (from NAACCR online training):

1	Identify steps in processing and develop reporting of length of time between steps for number and percent of abstracts; These are dates that are captured in the MCR Master database: DxDate, Date Created, Date Edited, Date Exported, Date Fac Updated, Date Last Changed, Date OffLoaded, Date PtUpdated, Date Tum Updated, Date Updated.	Monthly
	Time between submission and Prep Plus editing Time between Prep Plus editing and import into CRS Plus Time between CRS import and consolidation if manual consolidation needed Time between hard copy receipt and Web Plus data entry	Monthly
2	A table presenting the number of reports by process completed (e.g. number received and inspected or visually reviewed, number in suspense, number consolidated, etc. by date received in the central registry to monitor workflow. (NAACR Standards for Cancer Registries, Volume III, page 115)	Monthly
3	A table showing timeliness of abstracting and reporting by facility	Annually
4	Table showing the number of abstracts received by month by version: Hard copy abstracts Web Plus data entry Web Plus file upload HL7 Other Document Server upload	Annually
5	Table showing the number of abstracts in various stages of processing by month Number of abstracts pending hard copy data entry Number of abstracts pending PrepPlus editing Number of abstracts pending import into CRS Plus Number of abstracts pending consolidation in CRS Plus	Monthly
6	Table showing the number of abstracts processed per month Number of abstracts hard copy entered by CTRs Number of abstracts taken through PrepPlus Number of abstracts manually consolidated	Monthly

APPENDIX 1

APPENDIX 1 - ABBREVIATIONS AND DEFINITIONS

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

1. AERRO – Advancing E-cancer Reporting and Registry Operations.
2. Accession Number – a unique number that is assigned to a tumor by the facility registry in consecutive order.
3. BAFO – Best and Final Offer.
4. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of "Normal State Business Hours" below).
5. Cancer Site – A name/code for a specific spot on the body or histology of cancer
6. Case Finding – the systematic process of checking for additional cancer cases that have not already been reported to the MCR.
7. CCPC – Center for Cancer Prevention and Control.
8. CCR – Central Cancer Registry.
9. CDA – Clinical Document Architecture
10. CDC – Centers for Disease Control and Prevention.
11. CINA – Cancer in North America.
12. Clinical Document Architecture – A type of electronic file structure for Meaningful Use data
13. CM – Clinical Modification.
14. CNS – Central Nervous System.
15. COMAR – Code of Maryland Regulations available on-line at http://www.dsd.state.md.us/COMAR/ComarHome.html .
16. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
17. Contract Commencement - The date the Contract is signed by MDH following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.
18. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities.
19. Contract Officer (CO) – The Office of Procurement and Support Services (OPASS) designated individual assigned to facilitate the procurement process. The Procurement Officer may designate the Contract Officer to conduct components of the procurement on behalf of the Procurement Officer.
20. Contractor – The selected Offeror that is awarded a Contract by the State.
21. COT/GAD – Comptroller of the Treasury, General Accounting Division.
22. CRF – Cigarette Restitution Fund.
23. CRAC – Cancer Registry Advisory Committee.
24. CRS – Central Registry System, a software program designed by CDC.
25. CSS – Cancer Surveillance System.
26. CTR – Certified Tumor Registrar.

27. Data At Rest – Inactive data that is stored physically in any digital form and includes all registry data no matter where it is stored.
28. Data In Motion – Active data which is stored in a non-persistent digital state typically in computer random access memory (RAM), CPU caches, or CPU registers and also includes data in transit
29. Data Edits – Computer software algorithms that check the content of data fields against an encoded set of acceptable codes and subsequently provide feedback on the quality of the data.
30. Days – Calendar Days unless otherwise specified.
31. DCO – Death Certificate Only cases.
32. Disease Index- A listing of patients discharged from the hospital organized by disease or diagnosis code. MCR provides a listing of codes to be used for the Disease Index.
33. Death Clearance - The process of completing the following activities: Death Case Finding and Follow Back, Vital Statistics match and Write Back, Social Security Death Index Write Back, and National Death Index match and Write Back.
34. Department or MDH – Maryland Department of Health
35. EFT – Electronic Funds Transfer.
36. Eligible Providers – a healthcare provider who has demonstrated their understanding of electronic medical records (EMRs) by implementing criteria based on EMR patient updates and Meaningful Use laws.
37. eMM – eMaryland Marketplace (see RFP Section 4.2).
38. EMRs – Electronic Medical Records.
39. Facility Reporters - Hospitals, radiation therapy centers, freestanding diagnostic laboratories, ambulatory care facilities, and physicians, etc that report cancer data to the MCR.
40. FIPS – Federal Information Processing Standard.
41. Fiscal Year – a 12 month time period that generally begins on July 1st and end June 30th.
42. Follow Back – Following information back to original source for collection of unknown elements.
43. Follow-up Source Central – a field in the MCR database that allows coding of the source of follow-up information.
44. FY – Fiscal Year (July 1 – June 30th).
45. Geocoding – Analysis of geo-demographic data such as ZIP codes, counties, regions, census tracts, latitude, longitude, etc.
46. Go-Live Date – The date, as specified in the Notice to Proceed after the Contract Commencement Date, when the Contractor must begin providing all services required by this solicitation (no later than July 1, 2018). See Attachment M Section 3.1
47. HIPAA – Health Insurance Portability and Accountability Act.
48. ICD – International Classification of Disease.
49. IHE – Integrating the Healthcare Enterprise.
50. IHS – Indian Health Service.
51. IT – Information Technology.
52. Key Personnel – All personnel identified in the solicitation as such, or personnel identified by the Offeror in its Proposal that are essential to the work being performed under the Contract. See RFP Sections 3.10 and 5.4.2.7.
53. Kick-Off Meeting – First meeting of the contract to review expectations and procedures including the review of the Work Plan, timelines and other items for the completion of data submission.
54. LAN – Local Area Network.
55. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
56. MCMRA -- Maryland Confidentiality of Medical Records Act.

57. MCR – Maryland Cancer Registry.
58. MDOT – Maryland Department of Transportation.
59. Meaningful Use - In a health information technology context is the exchange of patient clinical data through electronic medical records between healthcare providers, between healthcare providers and insurers, and between healthcare providers and patients
60. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
61. MU – Meaningful Use
62. NAACCR – North American Association of Central Cancer Registries.
63. National Interstate Data Exchange Agreement – an agreement made with between Maryland and other states to exchange cancer cases diagnosed in those states but with a "state of residence at diagnosis" field as Maryland and vice versa.
64. NDI – National Death Index.
65. NIST – National Institute of Standards and Technology.
66. 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.
67. Notice to Proceed (NTP) – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Contract Commencement Date, and is the official start date of the Contract for the transition and Start-Up Period as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
68. NPCR – National Program of Cancer Registries of the CDC
69. Offeror – An entity that submits a Proposal in response to this RFP.
70. OIT – Office of Information Technology.
71. OMB – Office of Management and Budget.
72. OPASS – Office of Procurement and Support Services.
73. Operations Manual – Manual that provides guidance on how to accomplish the operations of the Maryland Cancer Registry.
74. PHINMS – Public Health Information Network Messaging System.
75. PIA – Public Information Act.
76. Procurement Coordinator – The State representative designated by the Procurement Officer to perform certain duties related to this solicitation which are expressly set forth herein.
77. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment M), and is the only State representative who can authorize changes to the Contract. MDH may change the Procurement Officer at any time by written notice to the Contractor.
78. Program Director's Meeting – A meeting of the directors of the NPCR Funded Registries usually in Atlanta, Ga.
79. Proposal – As appropriate, either or both of an Offeror's Technical or Financial Proposal.
80. PRPH-Ca – Provider Reporting to Public Health-Cancer Registry.
81. QA/QC – Quality Assurance/Quality Control.
82. Quarters – Represent a consecutive three (3) month time period of a year generally ending in March, June, September and December.
83. Re-abstraction – a formal procedure conducted to check the accuracy of data in the cancer registry against the source document.

84. Request for Proposals (RFP) – This Request for Proposals issued by the Maryland Department of Health, with the Solicitation Number and date of issuance indicated in the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors), including any addenda.
85. Reporting Facilities - Hospitals, radiation therapy centers, freestanding diagnostic laboratories, ambulatory care facilities, and physicians; etc individual facilities that report cancer data to the MCR.
86. System Administration Manual – Is the Manual which provides guidance for the security and updates to the MCR database.
87. SEER – Surveillance Epidemiology and End Results.
88. Service Level Assessment – Metric for measuring performance and penalty for not meeting the minimum standard required.
89. sFTP – Secure File Transfer Protocol.
90. SQL – Structured Query Language.
91. SSDI – Social Security Death Index.
92. Start-Up Period – The period of time from the date of Contract Commencement through to the Go-Live Date (see Section 2.3.1)
93. State – The State of Maryland.
94. Total Proposal Price - The Offeror's total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment B – Financial Proposal Form, and used in the financial evaluation of Proposals (see RFP Section 5.3).
95. USB – Universal Serial Bus.
96. Vital Statistics - The death information for a person including date of death, death certificate number, cause of death and place of death
97. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
98. WAN – Wide Area Network.
99. Write Back– When a large amount of information from MDH is sent to the Contractor to be put into the MCR database, but is first put into a copy of the database to assure correct placement.
100. Work Plan – Plan written by the Contractor to accomplish items listed in RFP.