



STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH (MDH)
REQUEST FOR PROPOSALS (RFP)
ELECTRONIC HEALTH RECORDS (EHR)
SOFTWARE AS A SERVICE (SAAS)
RFP NUMBER: OCMP-22-18251
EMMA#BPM030665
ISSUE DATE: JULY 12, 2022

NOTICE

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See **Section 4.2**.

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

VENDOR FEEDBACK FORM

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

Title: Electronic Health Records (EHR) Software as a Service (SaaS)
Solicitation No: OCMP-22-18251

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
 - Other commitments preclude our participation at this time
 - The subject of the solicitation is not something we ordinarily provide
 - We are inexperienced in the work/commodities required
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
 - The scope of work is beyond our present capacity
 - Doing business with the State is simply too complicated. (Explain in REMARKS section)
 - We cannot be competitive. (Explain in REMARKS section)
 - Time allotted for completion of the 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
MARYLAND DEPARTMENT OF HEALTH (MDH)
KEY INFORMATION SUMMARY SHEET

Request for Proposals	IT - Electronic Health Records (EHR) Software as a Service (SaaS)
Solicitation Number:	OCMP-22-18251
RFP Issue Date:	July 12, 2022
RFP Issuing Office:	Maryland Department of Health (MDH or the "Department")
Procurement Officer:	Jim Beauchamp Office of Contract Management and Procurement 201 W. Preston Street Baltimore, MD 21201 e-mail: mdh.solicitationquestions@maryland.gov Office Phone: 410-767-0974
Procurement Officer:	Sherida Studwood Office of Contract Management and Procurement 201 W. Preston Street Baltimore, MD 21201 e-mail: mdh.solicitationquestions@maryland.gov Office Phone: 443-681-8833
Proposals are to be sent to:	Offeror must submit proposals via eMMA @ https://procurement.maryland.gov/ . Please note that in order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov , click on “New Vendor? Register Now” to begin the process, and then follow the prompts.
Pre-Proposal Conference:	July 29, 2022, 11:00 am EST Local Time via Web conference See Attachment A for instructions.
Questions Due Date and Time	September 2, 2022, 2:00 pm EST Local Time
Proposal Due (Closing) Date and Time:	September 9, 2022, 2:00 pm EST Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Contract Type:	Firm Fixed Price with Labor Hours Contract The Contract that results from this RFP shall be a combination of a Firm Fixed Price contract as described in COMAR 21.06.03.02.A (1) and Labor Hour Contract as described in COMAR 21.06.03.05.A (1).
Contract Duration:	Five (5) year base period with Two (2) – One (1) Year option periods

Primary Place of Performance:	Proposed by Offeror
SBR Designation:	No
Federal Funding:	No

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1 Minimum Qualifications

1.1 Offeror Minimum Qualifications

There are no Offeror Minimum Qualifications for this procurement.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1** The Maryland Department of Health (MDH or the "Department") is issuing this Request for Proposals (RFP) in order to procure a multi-tenant, subscription-based Software as a Service (SaaS) solution for Electronic Health Records (EHR) and revenue-cycle management for eleven (11) healthcare facilities operated by MDH. This system is referred to as the new or modern EHR system.
- 2.1.2** The new EHR system will replace the legacy Hospital Management Information System (HMIS) used for census and billing, as well as a legacy pharmacy system and other clinical systems. The new EHR system will support the Admission/Discharge/Transfer (ADT), billing, collections, pharmacy, laboratory, order entry, clinical documentation, behavioral health, and Long-Term Care (LTC) functions of the facilities. The new EHR system shall be a cloud based hosted solution running in its own instance in a single database.
- 2.1.3** An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all the requirements requested in this solicitation. The successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.4** The State does not wish to procure a software application still under development. The SaaS solution shall have been fully operational within the last five (5) years and preferably have been in full and complete successful production for at least one (1) year in a behavioral healthcare provider organization with no less than 2,500 employees.
- 2.1.5** It is the State's intention to obtain goods and services, as specified in this RFP, from a Contract between the selected Offeror and the State.
- 2.1.6** The Department intends to make a single award as a result of this RFP. See RFP **Section 4.18 Award Basis** for more Contract award information.
- 2.1.7** A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

2.2 Background, Purpose and Goals

2.2.1 MDH Healthcare System

Maryland's healthcare delivery system consists of public and private hospitals, nursing homes, outpatient clinics, home healthcare services, hospices, providers, and health educators, among others. As a public health department, the goal is to improve the health status of every Maryland resident and to promote access to quality healthcare. MDH is responsible for assisting the mission of regulating healthcare providers, facilities, organizations, and manage direct services to patients, where appropriate.

MDH has four (4) major Departments:

1. Behavioral Health Administration (BHA)
2. Developmental Disabilities Administration (DDA)
3. Public Health Services Administration (PHS)
4. MDH Healthcare System (See **Section 2.2.2**)

In addition, the Department has twenty (20) boards that license and regulate healthcare professionals, various commissions that issue grants and research, and make recommendations on issues that affect

Maryland's healthcare delivery system. MDH depends on a staff of more than 6,500 and a budget of more than \$14 billion to provide health-related services to Maryland communities.

A. The Behavioral Health Administration (BHA) promotes recovery, resiliency, health, and wellness for individuals who have emotional, substance use, addictive and/or psychiatric disorders. Most admissions (98%) involve patients involved in the criminal justice system (sometimes referred to as forensic patients). Among the BHA functions are:

1. **The Clinical Services Division** - ensures that an effective comprehensive system of behavioral health services and support are available and accessible to adults throughout their lifespan in response to the needs of individuals with mental health conditions, substance-related disorders, and the co-occurring of the conditions and disorders. The Clinical Services Division evaluates the network of services that the BHA funds and is responsible for Statewide planning, development, administration and monitoring the comprehensive system of behavior health services of the BHA. The mission of the Clinical Services Division is implemented through the offices of Adult and Specialized Behavioral Health Services, and Quality Assurance, and the State Opioid Treatment Authority.
2. **The Children's Services Division** - develops a system of care for young people and their families ranging from early childhood through adulthood. The system of care is designed to meet the needs of individuals within this age range who have mental health conditions, substance-related disorders, and those who have both.
 - a. The Office of Court-Ordered Evaluations and Placements (OCEP) oversees services provided for individuals with mental disorders and developmental/intellectual disabilities who are court-involved. OCEP includes the divisions listed below:
 - i. **Centralized Admissions Office (CAO)** - Serves as the single point of contact for submission of all court orders that commit defendants to MDH for evaluation or treatment of a mental health or substance use disorder
 - ii. **Adult Pretrial Services** - responsible for coordinating mental-competency evaluations ordered by the adult criminal courts of Maryland.
 - iii. **Juvenile Pretrial Services** - responsible for providing pre-adjudication evaluations for competency to proceed in Juvenile court. Unlike the adult criminal system, Juvenile Pretrial Services does not evaluate for criminal responsibility. Juvenile Pretrial Services oversees competency attainment services and the ongoing re-evaluations of juveniles who have been found incompetent to proceed but attainable.
 - iv. **Justice Services-Addictions** - charged with monitoring and conducting court ordered evaluations and placing defendants into treatment under court orders.
 - v. **Community Forensic Aftercare Program (CFAP)** - responsible for monitoring individuals on signed orders of conditional release in both District and Circuit court in every county in the State of Maryland.

B. MDH oversees the operation of two (2) developmental disability State residential centers, the Holly Center in Salisbury, and the Potomac Center in Hagerstown. Both State Residential Centers are responsible for the provision of needed services to people who have intellectual disabilities admitted to the facility while working to integrate these people into less restrictive settings in the community.

1. The Court Involved Residence Program (CIRP) is located within the Potomac Center campus provides evaluation and assessment services, as well as active treatment to people with intellectual disabilities and court involvement within a secure and safe environment. In addition, direct case consultation and assistance is provided to both criminal justice and human

services staff regarding people with intellectual disabilities involved with the criminal justice system.

- C. The **Public Health Services Administration** (PHS) oversees nine (9) major units (or bureaus) and twenty-four (24) local health departments that provide surveillance, prevention, treatment, and regulatory oversight services to all Marylanders. PHS operates two (2) Chronic Care Facilities (CCF), Deer's Head Center and Western Maryland Center. These facilities provide comprehensive healthcare and rehabilitation services for the clinically complex patient and resident.
1. The Western Maryland Center's Specialty Hospital Medical Care Unit is a unique program that bridges the gap between hospital and home. Citizens of Maryland with multi-system and specialized healthcare needs are managed by a dedicated, interdisciplinary team of healthcare professionals that assist the patient in reaching their highest level of independence possible. Patients admitted to the hospital unit, who are ventilator dependent, require frequent intervention, rehabilitation, Peritoneal Dialysis, Total Parenteral Nutrition, or special isolation. Any number of diagnosis and co-morbidities are accepted into the Specialty Hospital including but not limited to: Brain Injury Rancho I – II emerging and requiring ventilator management, Spinal Cord Injury, Multiple Trauma, Multiple systems failure, post Coronary Artery Bypass Graft or other open heart surgeries requiring extensive re-stabilization and rehabilitation, Stage III-IV wound management and wound vac, hyperalimentation, and infectious disease management and isolation including negative pressure isolation.
 2. MDH is also responsible for overseeing the delivery of the public behavioral health system (PBHS). Maryland currently provides or funds PBHS in two ways, directly through its State psychiatric hospital system and by funding its managed fee-for-service system, using both State and federal funds. All community behavioral health treatment services are administered through a Behavioral Health Administrative Services Organization, in partnership between the Behavioral Health Administration (BHA) and the State's Medicaid Program.

2.2.2 Maryland Department of Health (MDH) Healthcare System

MDH operates the following eleven (11) facilities listed below. The number of users of the system are approximately 3,100 and subject to change due to changes in staffing levels. In total, MDH operates five (5) psychiatric hospitals, two (2) developmental disability facilities, two (2) long-term care hospitals and two (2) Regional Institute for Children and Adolescent (RICA) facilities. The total average daily census across all facilities is approximately 1,180. The smallest facility population is approximately 32 and the largest is approximately 377.

NOTE: Please note that the numbers listed under each facility are subject to change throughout the solicitation and implementation of the EHR system.

A. Clifton T. Perkins Center – Jessup

The Perkins Center is a maximum-security psychiatric hospital located in Jessup. Some patients stay for short periods, while others may stay for 20 years or more. Perkins has 289 beds. There are 58 clinical providers (doctors, nurse practitioners, licensed social workers, psychiatrists, etc.) at Perkins. With nurses and additional staff, the total number of users is estimated at 394. Perkins has its own pharmacy and will require access to a pharmacy module. Perkins uses an external laboratory, Quest, and will require an orders/results interface.

B. Springfield Hospital Center - Sykesville

Springfield Hospital has a campus setting with many buildings and is located in Sykesville. Springfield has 239 beds. There are 24 psychiatrists, 7 somatic physicians, 2 physician assistants, 23 psychologists, 25 social workers, 17 occupational therapists, 1 physical therapist, 163 registered nurses, 88 LPNs, 3 addiction specialists, 3 registered dietitians and 11 medical records staff with an estimate of 575 users that will use the new system. McKeldin Assisted Living Unit (ALU) will be opening soon on Springfield Hospital Center Campus.

C. Spring Grove Hospital Center - Catonsville

Spring Grove has a campus setting with many buildings and is located in Catonsville. The facility has several different types of units with different dispensing requirements (unit dosing, 30 days, etc.). Spring Grove is the largest MDH facility, with 397 beds. There are 600 clinical providers that will be users of the system including 450 nurses. Spring Grove uses the Assurance and Improvement in Medications Safety (AIMS) pharmacy module for dispensing medications. They use Quest as an external lab. They use TechCare for external radiology.

D. Thomas B. Finan Center – Cumberland

The Thomas B. Finan Center is located in Cumberland. Finan has 66 beds and 22 ALU beds. There is a total of 156 users who will access the system. Finan uses the Western Maryland Hospital Center as an external laboratory. The facility utilizes a system developed in-house (called DPOE, for Direct Physician Order Entry) to allow physicians to enter orders and staff to create/modify/print MARs and other medication forms. This system utilizes Access and is used as a front and back end to the existing pharmacy module used by the other pharmacies. The Assurance and Improvement in Medications Safety (AIMS) pharmacy module is used for dispensing medications.

E. Eastern Shore Hospital Center - Cambridge

The Eastern Shore Hospital is located in Cambridge and has 84 beds, but this number is subject to change throughout the implementation of the EHR system. The facility uses the E-Chart system for patient census data and pharmacy management system. It does not use the AIMS pharmacy module. There are 6 psychiatrists, 1.5 somatic physicians, 1 forensic psychiatrist, 4 psychologists, 6 social works, 83.35 nursing FTEs, 11 rehabilitation staff and 6 medical records staff, for a total of 319 users who will all access the system.

F. Deer's Head Hospital Center - Salisbury

The Deer's Head Hospital Center is a chronic care facility located in Salisbury and has 80 licensed beds in the chronic care unit, 66 licensed long-term care beds, and services 60 dialysis and 16 PT/OT outpatients each day. There are 38 clinical providers, and a total of 150 clinical and direct care staff that will be using the system. Deer's Head is using the OptimusEHR system from vendor Yardi. Deer's Head uses an internal laboratory system (SchuyLab) and two external labs: the State of Maryland and Peninsula Regional Medical Center (Epic). They are running the DIAPro dialysis system from Gaia Software, use an external pharmacy (Allied), an external imaging service (Mobilex at Peninsula Regional Medical Center) and the OnDemand dietary system. Reporting is sent to the Center for Medicaid Services (CMS) for SNF, LTCH and quality measures.

G. Western Maryland Hospital Center - Hagerstown

The Western Maryland Hospital Center is a chronic care facility located in Hagerstown and serve 46 beds. The facility provides three types of services: chronic care, traumatic brain injury and long-term care (for ventilator dependent patients). They are also using the Yardi OptimusEHR system. There are 151 clinical employees that would access the new system. They are using an external pharmacy (Allied) and are running Orchard Software for their internal laboratory.

H. Holly Center - Salisbury

The Holly Center is a developmental disability center located in Salisbury. Holly has 100 licensed beds. There are 148 staff positions (including 92 direct care assistants, 24 RNs, seven LPNs, five PT/OT/ST, two social workers, one RD, one psychiatrist, one podiatrist, and one psychologist, seven contract professionals, and a nurse agency contract), who will all access the system. There is no existing EHR system, although they are using an Access database for census, in addition to HMIS. They use an external pharmacy (Allied) and an external lab at Peninsula Regional Medical Center, which runs on the Epic EHR System.

I. Potomac Center - Hagerstown

The Potomac Center is a developmental disability center located in Salisbury. Potomac has 47 licensed beds and 95 clinical providers, all those who hold a license: doctor, RN, LPN, CNA, LCSW, Psychiatrist, Psychologist. They have no EHR in use at this time. They are using an external pharmacy (Pharmacare), external laboratories (LabCorp and a local hospital using Meditech Lab).

J. CIRP (Court Involved Residence Program) Potomac Center Campus - Hagerstown

The Court Involved Residence Program (CIRP) – Hagerstown Program provides evaluation and assessment services, as well as active treatment to people with intellectual disabilities and court involvement within a secure and safe environment. The CIRP unit is located on the grounds of the Potomac Center campus. The management and operations of the unit are under the Potomac Center leadership. The CIRP has 28 beds and 75 clinical providers. The estimated total number of users for Potomac/ CIRP is 224.

K. RICA – Baltimore

The Regional Institute for Children and Adolescents - Baltimore is a mental health residential treatment facility located in the city of Baltimore. The facility is operating with a capacity of 45 beds. There are 28 clinical providers, excluding nurses. There are 22 licensed nurses/state employees, 17 unlicensed nursing staff/state employees, and 31 unlicensed nursing staff/contractual employees. Total number of users is estimated to be 174. They have no EHR in use at this time. They are using an external pharmacy (Allied), and two external laboratories (Friends & LabCorp).

L. JLG RICA – Rockville

The John L. Gildner Regional Institute for Children and Adolescents is a residential, clinical, and educational facility serving children and adolescents with severe emotional disabilities, located in Rockville. The facility is operated in conjunction with the Montgomery County Public School

district to provide an academic, behavioral, day and residential treatment program in a highly structured, therapeutically integrated milieu. The facility has 32 beds for residents and there are 75-day treatment children for which there are medical records. There are 41 clinical providers (five of whom are receiving their license & will require co-signature). In addition, there are 30 CAMHAs who access the medical record. Total number of users is estimated to be 147. They have no EHR in use at this time. They are using an external pharmacy (Allied), and an external laboratory (Quest).

2.2.3 Overview of Current Systems

- A. The existing Hospital Management Information System (HMIS) was purchased and implemented in 1987. HMIS originally included only census and billing functions. All MDH facilities use HMIS for census functions, as well as entering diagnoses and patient incidents (e.g., restraints, seclusion). In 1999 a pharmacy module was added. An admit-discharge-transfer (ADT) interface passes patient information from the census module to the pharmacy module.
- B. The current system is an electronic health record system used at the two chronic care facilities (Deer's Head and Western Maryland), in addition to HMIS. It supports census, charting, pharmacy, and Minimum Data Set (MDS) collection and submission for long term care. The system allows clinicians to chart by selecting icons from touch screens. The system also supports an Electronic Medication Administration Record (eMAR) function.
- C. The e-Chart and e-Staff systems are used at the Eastern Shore Hospital Center for census (in addition to HMIS), medication ordering, clinical documentation, patient incident reporting, employee profiles, credentialing, and infection control.
- D. DIAPro is used at Deer's Head for clinical documentation for dialysis patients.
- E. SchuyLab is a laboratory system used at Deer's Head for accessioning and processing specimens and reporting results via instrument interfaces.

2.2.4 Challenges of the Current Systems

- A. Application Gaps
 - 1. Nearly all functionality required for Promoting Interoperability (Meaningful Use) attestation is unavailable to MDH facilities with paper patient records.
 - 2. None of the electronic health record systems in use are certified for Promoting Interoperability Promoting Interoperability (Meaningful Use).
 - 3. Failure to attest to Promoting Interoperability (Meaningful Use) has resulted in reduced reimbursement from CMS.
 - 4. Facilities using the current EHR, and E-Chart/E-Staff systems are the only facilities that have made progress toward the HIMSS electronic health record model.
 - 5. Heavy reliance on paper and manual processes in workflows create an environment with many opportunities for delay and error.
- B. Access to Information
 - 1. Paper records cannot be accessed remotely. On-call physicians must travel to the facility when called.
 - 2. Medical record audits must be performed manually with paper records.
 - 3. Quality reporting must be performed by manually pulling records and counting.

4. There are a limited number of workstations available to physicians, nurses, and other clinicians, and MDH will need to assess the expansion of the local network to accommodate additional workstations, as well as the type of workstation (desktop, laptop, and tablet).

C. Integration

1. The industry standard is “enter once, use many”.
2. Patient information collected at facilities with paper records is re-written on multiple forms.
3. Facilities with Access database applications also require the re-entry of patient information due to a lack of integration among the applications.
4. HMIS is partitioned by facility, so patient information cannot be transferred to another facility when the patient is transferred, requiring large-volume fax transmissions and re-entry of data into HMIS.
5. Some facilities have no fully electronic order entry/results cycle with external pharmacies and labs, requiring physicians hand write orders, nurses transcribe orders onto forms which are then faxed, followed by phone calls from the pharmacies/labs with questions, and then handwritten medication administration records are used – all disconnected processes that requires staff to monitor attentively.
6. There is no integration with the Maryland health information exchange, CRISP, so patient history, medication, allergies, problems cannot be obtained electronically.
7. There is no integration with county health department systems.
8. There is no integration with the Department of Public Safety and Correctional Services (DPSCD) nor with other county jail systems.

2.2.5 Key Functionality of the Current Systems

The existing systems, where deployed, support the following high-level processes and reporting:

1. Census, including Admissions/Discharges/Transfers (ADT)
2. Order entry (and computerized physician order entry at some facilities)
3. Pharmacy
4. Clinician Documentation (including physicians, nurses, therapists, psychologists, and other professionals)
5. Laboratory
6. Dialysis
7. Long Term Care (LTC)
8. Billing
9. Credentialing

2.2.6 Maryland Healthcare System – Current Functionalities

MDH seeks to increase the scope and quality of the reports and analytics that are listed below and referenced in **Appendix 4 - Functional and Business Requirements** to be generated by the new EHR system.

1. **Admissions:** Admissions for the five (5) psychiatric hospitals and the two (2) developmental disability centers, Holly and Potomac, are managed by the Centralized Admissions Office (CAO), a division within the Office of Court Ordered Evaluations and Placements (OCEP). The CAO processes approximately 3,500 court orders a year, orders that commit defendants to MDH for evaluation or treatment of a mental health or substance use disorder. The CAO uses Salesforce to manage processes and store documents. When a court order is received, the CAO sends a forensic evaluator to the

detention center to perform an evaluation. Once the evaluation is completed, the evaluation is uploaded into the Salesforce application for processing. The CAO staff then begins the process of gathering medical records, court documents and demographic information needed for admission, and the patient is placed on the waitlist. The CAO works with the MDH facilities to locate the appropriate setting for placement based on capacity, condition and level of care needed for the patient. Once a location and bed are determined, transportation is scheduled to transport the patient to the facility. OCEP is also notified when patients are preparing for discharge. The Community Forensic Aftercare Program (CFAP) division is notified and is engaged in discharge planning and aftercare planning for the patient. Once patients are conditionally released, CFAP monitors the patient in the community by receiving monthly reports from providers to ensure adherence to the patient’s aftercare plan.

2. **Billing and Revenue Cycle:** Census data is stored in the Hospital Information Management System (HMIS) with the patient’s demographic and medical profile information. The census data is collected and used by the Division of Cost Accounting and Reimbursements (DCAR), program administrations, and hospital administrators. This information is used to invoice third party and private payers for services provided in the facilities and for a variety of administrative and management activities ranging from daily patient accounting to Joint Commission (JC) accreditation.

The DCAR Financial Agent Offices (located at each State facility) forward billing information on a form (BIF – Billing Information Form) to DCAR Central Office for processing. The Central Office staff sets up the appropriate billing in the Client Billing Profile and uses this information to add retroactive charges, adjustments and payments that need to be made to the automated accounts receivable.

- A. DCAR prepares billings for Medicare Part A, Medicare Part B (Ancillary & Physician), Medicaid, Insurance Companies, Sponsors, Hospital Bank and Social Security MDH Payee.

Medicare Part A includes billings listing in the table below for:

Table 2-1 Medicare Part A Payment System Types

Payment System Type	Facility
Long Term Care Hospital Prospective Payment System (LTCH PPS)	Chronic Facilities
Inpatient Psychiatric Facility Prospective Payment System (IPF PPS)	Mental Health Facilities
Skilled Nursing Facility Prospective Payment System (SNF PPS)	Nursing Homes

These billings are prepared using manual hard copy data received from the State facilities. The claims are sent to Novitas via MyAbility, Inc Direct Data Entry for processing. The charges are entered manually into the Accounts Receivable (A/R) as are all payments received.

- B. Medicare Part B includes billings for Ancillary and Physician services. The Ancillary services billing is prepared using lab slips and logs sent from the facilities. This data is keyed into a menu option in the current system, and it is processed during the monthly ancillary billing. The National Standard Format file created in this process is then processed through an 837 Translator developed in-house. The 837 file is then sent to Highmark Medicare Services for payment. The payments are entered manually into the A/R. The Physician services billing is prepared using Physician service logs sent from the facilities. This data is then keyed into a menu option in the current system, and it is processed during the monthly physician billing. The National Standard Format file created in this process is then processed through an 837 Translator program written in-house. The 837 file is then sent directly to Novitas for payment. An 835-remittance file is received from Novitas, and the payments are electronically applied to the A/R.
- C. Medicaid includes billings for the Chronic, Behavioral Health, Developmental Disabilities and Nursing Homes. These billings are prepared using data from the Client Billing Profile and the Patient Moves data. The Chronic and Mental Health are billed using a per diem rate, and the Nursing Homes are billed based on Revenue Codes and Patient Moves. The National Standard Format files created by the system are then processed through the 837 Translator program. The 837 file is sent to Maryland Medicaid for processing. An 835-remittance file is received from Maryland Medicaid and then applied electronically to the A/R. Only Nursing Homes are billed based on Revenue Codes.
- D. Insurance claims are prepared on Uniform Billing-04s (UB-04) generated manually and by the system during the monthly billing process. The data used to prepare the bill is generated from the system's Client Billing Profile and Census data. The UB-04s are submitted to insurance companies via MyAbility for payment. The payments received are applied manually to the A/R.
- E. Sponsor Bills are created from data in the Client Billing Profile and the Census Module. The bills are generated by the system during the monthly billing process, printed on data mailers, separated manually and then mailed. The payments received are then entered manually into the A/R.
- F. Hospital Bank Billing is done based on data compiled on the Hospital Bank Rep printout. The data represents information contained in the Client Billing Profile and Patient Moves. The printout is sent to each facility's Business Office for payment. The payments are entered manually into the A/R.
- G. Social Security and Maryland Department of Health (MDH) Payee Billing is generated based on data from the Client Billing Profile and patient moves. The charges are based on rates established by the Financial Agents in the State facilities. The payments consist of the Social Security check for the MDH Payee patients. The Social Security checks are direct deposit, and the check files are sent to DCAR by Banking Services in Annapolis for processing. The Social Security Unit then uses a system-generated Patient Allowance report to give each patient receiving a check a patient allowance. A transmittal is sent to MDH General Accounting for allocation of funds to the facilities. Supplemental Security Income (SSI) is not processed through HMIS.

- H. Retroactive Billings are prepared using Sponsor / Resource system billing options and the Client Billing Profile. Retroactive billing is very common in the State Hospital billing environment. Financial investigations can take up to six months to complete and the patients stay for extended periods in the facilities, thus causing accounts to be adjusted for retroactive periods.
- I. The Accounts Receivable (A/R) consists of invoiced entries and their associated company/plans. The entries are produced by monthly and on demand billings, charge entries, payment/adjustment entries, retroactive billing entries and re-bill entries.

2.2.7 Pharmacy Current Systems

The BHA operates five (5) state psychiatric facilities with in-house pharmacies located throughout the State of Maryland. The new system will replace the legacy pharmacy management system used in these facilities. The new system will support all the functions of the in-house pharmacies.

The CIRP receives medications from one of the State psychiatric facility pharmacies, rather than a commercial pharmacy. The new EHR will track these transactions.

2.2.8 MDH operates five internal pharmacy departments supported. MDH also operates six other inpatient facilities that use the HMIS ADT module for patient census information however; they purchase their prescriptions from outside pharmacies.

Although they are not using the existing pharmacy management system, there will need to be an interface with new EHR and current contracted pharmacies.

Facilities that use external pharmacies are listed below:

1. RICA - Rockville
2. RICA - Baltimore
3. Deer's Head Hospital Center - Salisbury
4. Holly Center - Salisbury
5. Potomac Center - Salisbury
6. Western Maryland Hospital Center - Hagerstown

2.2.9 ORYX Reporting of Current Systems

The current HMIS system is fully compliant with all Joint Commission Performance Management (ORYX) reporting requirements coordinated through the National Research Institute's (NRI) Behavioral Healthcare Performance Management System. These reporting requirements include, but are not limited to, patient episodes for all admissions and discharges and patient events such as injuries, patient seclusions and restraints, medication errors, patient leaves such as absent-without-leave (AWOL) or home visits and readmissions within 30 days of discharge. Additionally, the current system transmits electronic files on monthly patient episode and event data for each facility to NRI for editing purposes. All identified errors are returned to the facility for correction and retransmission to NRI. All monthly files must pass all fatal errors, as defined by NRI, before the next month is sent to NRI for editing purposes. The ORYX reporting requirements change on at least an annual basis and MDH's Department of Information Technology makes changes to the HMIS source code to accommodate these changes.

2.2.10 User Groups of the Current Systems

The current system is used at each MDH facility by staff from admissions, medical records, physicians, nurses, therapists, consulting physicians, pharmacists and pharmacy technicians, lab technicians, administrators, social workers, utilization review, performance improvement, infection control, and others.

Information is currently collected and used by DCAR for billing, as well as NRI for ORYX reporting.

The Maryland State Police (MSP) also queries a database extracted from HMIS (and augmented with data from all other State hospitals) to determine if a gun purchaser has been a psychiatric patient.

2.2.11 State Roles

In addition to the Procurement Officer and Contract Monitor, MDH has the following implementation personnel and will establish the following governance bodies:

Table 2-2 MDH State Roles

STATE ROLE	RESPONSIBILITY
A. MDH Facilities Director	This role is the empowered leader, manager, and coordinator for all the MDH hospitals and healthcare facilities. This person will be final arbiter on decisions as to MDH facility requirements (functionality, workflow, reports, etc.) and EHR system configuration; and will be responsible for planning and executing Organizational Change Management (OCM)
B. MDH EHR Delivery Manager (Program/Project Manager for MDH)	The MDH EHR Delivery Manager will be paired and partnered with the Contractor’s Program / Project Manager. This person will be responsible for the classic tasks of adhering to schedule, controlling scope, sticking to budget, fulfilling the Contract, addressing risks, and escalating issues.
C. MDH EHR Senior Business Analyst	Works with senior MDH leadership, the facilities, MDH OIT, and the Contractor’s team to understand, prioritize, and manage requirements; to design and decide the EHR workflow, configuration, and reports; to contribute to the planning and execution of OCM,

	including system training and support.
D. MDH EHR Configuration and Integration Analyst(s)	Responsible for administering, configuring (including reports), and maintaining the new EHR system. The role will work closely with the Contractor's implementation team Contractor's technical support.
E. MDH OIT Director of Infrastructure	Role will be on a part-time dedication to the EHR implementation, is responsible for understanding, planning, and fulfilling the requirements for hosting, operating, and securing the new EHR system
F. MDH OET HMIS Team	The team will be dedicated to supporting the EHR implementation from both functional and technical perspectives, including collaboration with the Contractor in activities required for data cleansing and conversion; for hospital-by-hospital rollouts
G. Facility Leadership and Staff	MDH will obtain participation and provide access to leadership and staff within facilities as reasonably requested by the Contractor. Requests from the Contractor shall be submitted to the MDH EHR Delivery Manager for decision.
H. Program Management Office (PMO)	MDH will establish a PMO to be led by the MDH EHR Delivery Manager in collaboration with the Contractor's Program / Project Manager
I. Change Control Board (CCB)	MDH will establish a CCM within the PMO in order to manage EHR scope consistent with the EHR Contract. The CCB will include representatives from the Contractor. The CCB will escalate decisions that it cannot resolve itself to the HER Executive Steering Committee and the Office of the Attorney General (OAG), as appropriate
J. Facilities Advisory Board (FAB)	MDH will establish a FAB within the PMO to facilitate activity, communications, organizational

	change, and issue resolution with leadership of the facilities. The FAB will include the CEOs and COOs of the facilities along with others as deemed appropriate
K. EHR Executive Steering Committee (ESC or Steering Committee)	MDH will establish a Steering Committee for executive sponsorship, including empowerment of the delivery team, mitigation of risks, and resolution of issues, including issues relating to the provisions and enforcement of the Contract

2.3 Contractor Responsibilities and Tasks

2.3.1 Overview

System implementation will span approximately two years, starting in 2022 and conclude in 2024.

- A. The Contractor shall provide implementation that will encompass activities such as deciding how to automate and standardize workflow; configuring the new EHR system; cleaning and converting data; engaging and training the end-user community; deploying to facilities in a multi-stage rollout; and launching the steady-state support services.
- B. The Contractor shall deploy in a facility-by-facility manner, rather than in an application-by-application or module-by-module basis. The approach shall entail fully implementing three to four facilities for each of the deployments or “go-lives.” To minimize time-to-value and also to manage risk, facilities that have no EHR in place today will presumably be scheduled for deployment before those that are currently running other systems. See **Table 2-3** for facility system implementation order.
- C. The Contractor shall clean and convert existing patient data. This process will need to identify and combine duplicate patient records across multiple facilities. The process will include creating digital images of records that are not in a structured digital format (e.g., paper records) and attaching them to the patient’s record.

2.3.2 Controlling Federal and State References

The Contractor shall review, familiarize, and adhere with any pertinent requirements from the following Federal and State laws, regulations, and waivers:

- A. 42 U.S.C., 45 Electronic Code of Federal Regulations (e-CFR), §§ 160.101 through 160.105 – General Administrative Requirements <https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.2.160&rgn=div5>
- B. 42 U.S.C., 45 e-CFR, §§ 164.102 through 164.534 – Security and Privacy
- C. 42 U.S.C, § 1305 – Social Security Act
- D. 42 U.S.C., § 1320d-2 – Standards for Information Transactions and Data Elements
- E. 42 U.S.C., § 18001 – Immediate Access to Insurance for Uninsured Individuals with a Preexisting Condition

- F. 42 U.S.C. § 12101-12213 – Americans with Disabilities Act of 1990, Public (P) Law (L) Number (No) 101-336
- G. CMS, The State Medicaid Manual, Publication# 45 <https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Paper-Based-Manuals-Items/CMS021927>
- H. Federal Information Processing Standard (FIPS) Publication (PUB) 140-2 – Security Requirements for Cryptographic Modules (*Mentioned in 3.7.5 (B)6 under Security Requirements*) <https://csrc.nist.gov/publications/detail/fips/140/2/final>
- I. FIPS PUB 199 – Standards for Security Categorization of Federal Information and Information Systems <https://csrc.nist.gov/publications/detail/fips/199/final>
- J. FIPS PUB 200 – Minimum Security Requirements for Federal Information and Information Systems <https://csrc.nist.gov/publications/detail/fips/200/final>
- K. Health Insurance Portability and Accountability Act of 1996 (HIPAA), P.L. No. 104-191
- L. National Institute of Standards & Technology (NIST) Special Publication (SP) 800-53 Rev.5 – Security and Privacy Controls for Information Systems and Organizations <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>
- M. NIST SP 800-63 [series] – Digital Identity Guidelines <https://www.nist.gov/itl/applied-cybersecurity/tig/projects/special-publication-800-63>

2.3.3 Facility Systems Order of Implementation

Contractor shall integrate into their implementation plan in **Table 2-3** The eleven (11) MDH facilities identified in 2.2.2 for implementation of the EHR system shall acquire this service in the order listed below. This is the current preferred order of implementation; however, MDH may modify the order, if necessary.

Table 2-3: Facility System Order of Implementation

ORDER WITH THE NUMBER 1 BEING THE FIRST	FACILITY
1	Clifton T. Perkins Center Jessup
2	RICA – Baltimore
3	Spring Grove Hospital Center – Catonsville
4	Eastern Shore Hospital Center – Cambridge
5	Springfield Hospital Center – Sykesville
6	Holly Center – Salisbury
7	JLG RICA – Rockville
8	Potomac Center – Hagerstown

9	Thomas B. Finan Center – Cumberland
10	Western Maryland Hospital – Hagerstown
11	Deer’s Head Hospital Center – Salisbury

2.4 Contractor-Supplied Hardware, Software, and Materials

- A. By responding to this RFP and accepting a Contract award, the Offeror specifically agrees that for any software, hardware or hosting service that it proposes, the State will have the right to purchase such item(s) from another source, instead of from the selected Offeror.
- B. SaaS applications shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.
- C. The State shall be permitted limited user-specific application configuration settings.
- D. The Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided and shall keep all software current.
- E. All Upgrades and regulatory updates shall be provided at no additional cost.
- F. The Contractor shall prepare software releases and stage at the Department for validation in the system test environment. The Department will provide authorization to proceed. The Department will have the ability to manage the distribution of these releases to the appropriate sites. To support this requirement, the Contractor shall propose, provide, and fully describe their solution for updating all sites with any new software releases.
- G. The State also requires that the Offeror provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Contract.
- H. The Offeror shall install and provide all documentation for the software furnished under the Contract.

2.5 Functional/Business Requirements

Functional/Business Requirements for the proposed EHR SaaS are listed in RFP [Appendix 4 – MDH EHR RFP #OCMP-22-18251 Appendix 4 – Functional and Business Requirements](#).

2.6 Training

- A. Develop a training plan and approach, produce training courses and training materials, and conduct train-the-trainer, end-user, and technical training. Training materials shall reference appropriate system documentation and operating procedures. The Contractor shall coordinate with MDH’s Contract Monitor to arrange all training timelines. See Appendix 4 – Functional and Business Requirements Tab titled “Training Requirements”.
- B. Develop a comprehensive training plan and schedule that outlines the training approach for the technical staff training. The training plan shall consider and include the following minimum content:
 - 1. Overall training strategy and approach addressing MDH designated trainers, super user, end-user, and periodic operational training requirements for administrative, clinical, financial, and technical functional roles.

2. Information regarding training techniques to be used including lectures, videos, handouts, work samples, practice scenarios, reference sheets, student manuals and web-based learning management systems.
3. Classroom requirements, desktop and software requirements, system access requirements, required user-training security profiles, class locations, schedules, and other logistics.

C. User Training

1. Work with the State to assess end-user training needs. The Contractor shall conduct and train MDH facility users directly as well as train MDH designated staff in a train-the-trainer model. Contractor is required to train a minimum of 50 end users and a maximum of up to 125 users at each facility. MDH will work with Contractor to determine the adequate number of users to be trained at each facility within minimum and maximum parameters. A user shall be permitted to attend multiple training sessions as required by MDH to ensure they are trained on the appropriate functional areas of the user's role. Total estimated maximum number of users to be trained by vendor is 1,375. This number excludes technical and operations staff. Any end users that need to be trained above the 125 number will be trained by a designated MDH trainer who participated in prior "train-the-trainer" training with the contractor. Contractor led training shall contain no more than 25 users per session to ensure efficiency and efficacy in each session. Contractor shall permit MDH to record any training sessions to be used by staff as needed in the future.

D. Technical and Operations Training

1. Provide a combination of hands-on, in-person classroom training as well as virtual training options for technical and system operations staff. The Contractor shall ensure that sufficient training sessions are scheduled to train all staff identified in the use of the system in a hosted environment. Contractor shall permit MDH to record any training sessions to be used by staff as needed at a later date.
2. Technical transfer of knowledge: Include system support and operational aspects such as, configuration of tools used in the project, system table maintenance, security administration, interface operation for the extract files, and other system specific operations including the use of all system/data-related tools required to use the system.
3. The estimated number of technical and operational users to be trained is 50. This number includes users in revenue cycle management, admissions, administrative and technical operations.

2.7 Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards, and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards, and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>;

- B. The State of Maryland Information Technology Security Policy and Standards at: <http://www.DoIT.maryland.gov>- keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- D. The State of Maryland Information Technology Project Oversight at: <http://doit.maryland.gov/epmo/Pages/ProjectOversight.aspx>;
- E. The Contractor shall follow project management methodologies consistent with the most recent edition of the Project Management Institute's Project Management Body of Knowledge Guide; and

2.7.1 Product Requirements

- A. No international processing for State Data: As described in **Section 3.7 Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.
- B. Any Contract award is contingent on the State's agreement, during the Proposal evaluation process, to any applicable terms of use and any other agreement submitted under **Section 5.3.2**. Such agreed upon terms of use shall apply consistently across services ordered under the Contract.
- C. The Contractor shall not establish any auto-renewal of services beyond the period identified in Contract documents.
- D. In addition to any notices of renewal sent to the Department, Contractors shall email notices of renewal to the e-mail address designated by the Contract Monitor.

2.7.2 Technical Support

Maintenance and support, and Contractor's ongoing maintenance and support obligations, are defined as follows:

- A. Maintenance commences at receipt of the Notice to Proceed (NTP). Billing shall be in accordance with Section 3.3 of the RFP.
- B. Software maintenance includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users maintaining a renewable software support contract.
- C. "Technical Support" means Contractor-provided assistance for the services or Solution furnished under the Contract, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities; sometimes referenced as Tier II – IV support.
- D. The State shall be able to contact a Technical Support team member 24x7x365.
- E. Contractor Personnel providing technical support shall be familiar with the State's account (i.e., calls shall not be sent to a general queue).
- F. Contractor shall return calls for service of emergency system issues within one (1) hour.
- G. Calls for non-emergency IT service requests will be returned within three (3) hours or immediately the following day if after Normal State Business Hours.

- H. The State shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to State software.
- I. Support shall be provided for superseded releases and back releases still in use by the State.
- J. For the first year and all subsequent Contract years, the following services shall be provided for the current version and one previous version of any Software provided with the Deliverables, commencing upon of Notice to Proceed (NTP).
 - 1. Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
 - 2. Material Defects. Contractor shall notify the State of any material errors or defects in the Deliverables known or made known to Contractor from any source during the life of the Contract that could cause the production of inaccurate or otherwise materially incorrect results. The Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
 - 3. Updates. Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as "Updates") for any software Deliverable developed or published by the Contractor and made available to its other customers.
- K. Operations tasks to include virus scans
- L. Activity reporting upon request by the Contract Monitor.

2.7.2.1 Backup

The Contractor shall:

- A. Meet the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) metrics defined in **Section 2.9 Service Level Agreement**.
- B. Perform backups for all application and configuration data that is necessary to restore the application to full operability on suitable hardware. The backup shall consist of at least:
 - 1. Incremental daily backups, retained for one (1) month,
 - 2. Full weekly backups, retained for three (3) months, and
 - 3. Last weekly backup for each month maintained for two (2) years
- C. Maintain one annual backup for at least 10 years
- D. Send the weekly backup electronically to a facility designated by the State
- E. Encrypt the backups using a shared key
- F. Perform a backup recovery at least semi-annually; and
- G. Provide on demand support for the State's recovery of a backup set.

2.8 Deliverables

2.8.1 Deliverable Submission

- A. For every deliverable, the Contractor shall request the Contract Monitor confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. For every deliverable, the Contractor shall submit to the Contract Monitor, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here:
http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf.
- C. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project, or Microsoft Visio within two (2) versions of the current version. At the Contract Monitor's discretion, the Contract Monitor may request one hard copy of a written deliverable.
- D. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.
- E. For any written deliverable, the Contract Monitor may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.8.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.8.3 Minimum Deliverable Quality**.

2.8.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.8.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The Contract Monitor shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Monitor is responsible for coordinating comments and input from various team members and stakeholders. The Contract Monitor is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- C. The Contract Monitor will issue to the Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating "Accepted" and signed by the Contract Monitor, the Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by a copy of the executed DPAF, or payment may be withheld.
- D. In the event of rejection, the Contract Monitor will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

2.8.3 Minimum Deliverable Quality

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

Each deliverable shall meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion.
- B. Be organized in a manner that presents a logical flow of the deliverable’s content.
- C. Represent factual information reasonably expected to have been known at the time of submittal.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings, or incorrect punctuation.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors such as incorrect punctuation and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.8.4 Deliverable Descriptions/Acceptance Criteria

In addition to the items identified in the table below, the Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

Deliverables Summary Table*

*The deliverables summary table may not list every contractually required deliverable. Offerors and Contractors should read the RFP thoroughly for all Contract requirements and deliverables.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	Kick-off Meeting	Kick-Off Meeting	No later than fifteen (15) Business Days after NTP.
2.8.4.2	Project Management Plan (Release / Sprint plan)	Project Management Plan (PMP) The project management plan shall include Integrated Project Schedule in MS Project format. The Integrated Project Schedule shall include the following:	Final: No later than twenty (20) Business Days after the Kick-Off Meeting

		<ol style="list-style-type: none"> 1. Tasks, start and end dates 2. Task duration 3. Resource assignments 4. Percentage complete per task 5. Due dates for each project deliverable tasks defined no greater than 80 hours for a task; and 6. Expectations and tasking for State or other personnel. <p>Project management services to manage the Contractor’s delivery approach and resources using industry standard and best-practice project management methods</p>	<p>Integrated Project Schedule to the satisfaction of the MDH Project Manager.</p>
2.8.4.3	Requirements Traceability Matrix (RTM)	Document that links requirements to their origins and traces them throughout the project life cycle.	As outlined in the Contractor’s Project Management Plan and updated as the initial RFP fixed scope of work progresses.
2.8.4.4	Problem Escalation Procedure	The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract. Reference 3.8.1	As outlined in the Contractor’s Project Management Plan and updated as the initial RFP fixed scope of work progresses.
2.8.4.5	System Design Document	Document that includes pertinent sections from the template available at: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx	As outlined in the Contractor’s Project Management Plan and updated as the initial RFP fixed scope of work progresses.
2.8.4.6	Implementation Plan	Document that includes pertinent sections from the template available at: https://doit.maryland.gov/SDLC/Pages/templates-phases.aspx	As outlined in the Contractor’s Project Management Plan and updated as the

			initial RFP fixed scope of work progresses.
2.8.4.7	Data Migration Plan	In MS Word format, the Data Migration Plan shall be delivered to the Contract Monitor and shall include methodology, scope, and approach for migrating data in support of the RFP initial scope of work	As outlined in the Contractor's Project Management Plan and updated as the initial RFP fixed scope of work progresses.
2.8.4.8	Test Plan	In MS Word format, the Test Plan shall be delivered to the Contract Monitor and shall include test cases and expected results for each EHR requirement for each of the following: <ol style="list-style-type: none"> 1. System Tests 2. Integration Tests 3. Security Tests 4. Performance Tests 5. User Acceptance Tests 	As outlined in the Contractor's Project Management Plan and updated as the initial RFP fixed scope of work progresses.
2.8.4.9	Test Results Report	In MS Word format, the Test Results Report shall be delivered to the Contract Monitor and shall include the Contractor's actual test results for each EHR requirement for each of the following: <ol style="list-style-type: none"> 1. System Tests 2. Integration Tests 3. Security Tests 4. Performance Tests 5. User Acceptance Tests 	As outlined in the Contractor's Project Management Plan and updated as the initial RFP fixed scope of work progresses.
2.8.4.10	Production-ready EHR System	EHR System that meets all requirements stated herein and has been successfully installed and tested within each of the 11 facilities.	As outlined in the Contractor's Project Management Plan and updated as the initial RFP fixed scope of work progresses.
2.8.4.11	System Administration Manual	In MS Word format with system screenshots, the System Administration Manual shall be delivered to the Contract Monitor and shall include instructions on how to conduct all system Administration functions.	As outlined in the Contractor's Project Management Plan and updated as the initial RFP fixed

			scope of work progresses.
2.8.4.12	Training Plan	In MS Word format with system screenshots the detailed Training Plan shall be delivered to the Contract Monitor and shall include: <ul style="list-style-type: none"> 1. Training Schedule 2. Training Location(s) 	As outlined in the Contractor's Project Management Plan and updated as the RFP scope of work progresses.
2.8.4.13	Administrator Training	Train Agency System Administrators (see 2.6.C.4 technical and operations) that explain how the System has been configured and how best to manage it.	As outlined in the Contractor's Project Management Plan and updated as the initial RFP scope of work progresses.
2.8.4.14	End User Training	Provide training to end users and train Agency trainers (see 2.6.C.3 user training) who will then be able to train other agency staff not included in Contractor lead training sessions.	As outlined in the Contractor's Project Management Plan , and updated RFP scope of work progresses.
2.8.4.15	System documentation to include maintenance procedures, technical manuals, user manuals, data dictionary, video content and other documents available as part of the proposed system.	As outlined in the Contractor's Project Management Plan and updated as the RFP scope of work progresses.	System documentation to include maintenance procedures, technical manuals, user manuals, data dictionary, video content and other documents available as part of the proposed system. Due date as outlined in the Contractor's Project Management Plan and updated as the initial RFP scope of work progresses.

2.8.4.16	Risk Mitigation Management Plan	The Requirements Management Plan shall describe how the Contractor will enhance its understanding of the RFP requirements through the facilitation of Requirements Validation modules	Within 30 Business days of Notice to Proceed (NTP).
2.8.4.17	Change Management Plan	Contract shall provide a Change Management Plan to address approval and system change processes.	Within 20 Business days of Notice to Proceed (NTP).
2.8.4.18	Weekly Status Reports	Contractors shall provide weekly status reports and provide a summary of the status of project objectives, deliverables, tasks, results, challenges, and action items.	Reports shall be provided to the Project Manager every Tuesday or any other date designated by the Project Manager.

2.9 Service Level Agreement (SLA)

- A. The State is sensitive to system performance, and its impact on user efficiency and perception. As a result, system performance measures shall be implemented as proposed and agreed to in the Contract and measured on a periodic basis as a means to maintain a high level of system performance and user satisfaction.
- B. The Contractor is to implement measurements of their solution’s performance as proposed and explained in the Technical Proposal.
- C. The Contractor shall implement an SLA for system performance as proposed that is considered acceptable performance from an end-user’s point of view (e.g., response time of common transactions, system availability).
- D. The Contractor shall include both the measures and the frequency of measurement in its SLA, as well as the raw data used to support each SLA so that MDH and the Contractor jointly agree on the methodology to measure the data prior to implementation. The new EHR shall be available to users at all times, with the exception of planned outages.

2.9.1 Definitions

- A. A “Problem” is defined as any situation or issue reported via a help desk ticket that is related to the system operation that is not an enhancement request.
- B. “Problem resolution time” is defined as the period of time from when the help desk ticket is opened to when it is resolved.
- C. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges set forth in **Attachment B, Financial Proposal Form**, invoiced during the month of the breach for the monthly fixed services, or, in the event of annual billing, 1/12 of the annual invoice amount **Financial Proposal Form**.

2.9.2 SLA Requirements

The Contractor shall:

- A. Be responsible for complying with all performance measurements and shall also ensure compliance by all subcontractors.
- B. Meet the Problem response time and resolution requirements as defined in Section 2.9.6.
- C. Provide a monthly report to monitor and detail response times and resolution times.
- D. Log Problems into the Contractor-supplied help desk software and assign an initial severity (Emergency, High, Medium, or Low as defined in **Section 2.9.6**).
- E. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate Department personnel shall be notified when a Problem is resolved.
- F. The Department shall make the final determination regarding Problem severity.
- G. Contractor shall review any Problem with Department to establish the remediation plan and relevant target dates.

2.9.3 SLA Effective Date (SLA Activation Date)

- A. SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the receipt of the NTP.
- B. Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

2.9.4 Service Level Reporting

- A. Contractor performance will be monitored by Department.
- B. The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA.
- C. The Contractor shall provide a monthly summary report for SLA performance.
- D. Monthly reports shall be delivered via e-mail to the Contract Monitor by the 15th of the following month.
- E. If any of the performance measurements are not met during the monthly reporting period, the Contractor will be notified of the standard that is not in compliance.

2.9.5 SLA Service Credits

Time is an essential element of the Contract. For work that is not completed within the time(s) specified in the service level metrics below *OR* in the Contract, the Contractor shall be liable for service credits in the amount(s) provided for in the Contract.

Service credits will be cumulative for each missed service requirement. The State, at its option for amount due the State as service credits, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the event of a catastrophic failure affecting all services *OR* the entire Solution, all affected SLAs shall be credited to the State.

In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

Example: If the Monthly Charges were \$100,000 and one SLA were missed, with an applicable 4% credit, the credit to the monthly invoice would be \$4,000, and the State would pay a net Monthly Charge of \$96,000.

The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as compensation to the State for the Contractor’s failure to satisfy its service level obligations.

2.9.6 Root Cause Analysis

If the same SLA measurement yields an SLA credit more than once, the Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within ten (10) Business Days of the second breach, and every breach thereafter; this timeline may be extended by request and granted by the Contract Monitor or other MDH designee.

In addition, for each ‘Emergency’ or ‘High’ priority Problem, the affected parties will perform a root cause analysis and institute a process of problem management to prevent recurrence of the issue.

2.9.7 Service Level Measurements Table (System performance)

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

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	Problem Response Time – High	Average Response Time for High Priority Problems.	98% <15 minutes	1%
2	Problem Response Time – Normal	Average Response Time for Normal or Low Priority Problems	98% <2 hours	1%
3	Problem Resolution Time – High	Resolution Time for each High Priority Problem	98% >3 hours	1%
4	Problem Resolution Time – Normal	Resolution Time for Normal Priority Problems	98% <24 hours	1%
5	Problem Resolution Time – Low	Resolution Time for Low Priority Problems	98% < 72 hours	1%
6	Scheduled Downtime/ Maintenance	Scheduled maintenance and downtime shall only occur during non-business hours The Contractor shall provide 14 calendar days’ notice prior to any scheduled downtime.	<4 hours each month	1%
7	Service Availability	All application functionality and accessibility shall be maintained at 99.5% uptime performance levels. Contractor shall minimize or eliminate unscheduled network downtime to .5% or less.	>99.5%	1%

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
8	Disaster Recovery	Contractor shall provide recovery and continuity of operations within <u>2</u> hours of a System/network failover.	<2 hours	1%
9	Notification of Security Incident	Notification of a Security Incident within <u>60</u> minutes of occurrence.	<60 Minutes	1%
10	Security Incident Reporting	Security incident reporting requirement in <u>2</u> hours.	<2 hours	1%
11	Software Escrow Update	Update escrow within three (3) days of a change. Failure to update escrow	<3 days	1%

The State shall have the unilateral right to reallocate percentages among the various SLAs annually on the anniversary of the Contract, provided that such reallocation will not exceed the cap identified in **Section 2.9.5**.

2.9.8 Problem Response Definitions and Times

The Contractor must meet the Problem response time and resolution requirements.

The Contractor must provide a monthly report to monitor and detail response times and resolution times.

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Emergency	Less than 15 minutes	Within <u>1</u> hour of first report	24 hours per day, seven days per week	Major portions of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Users or internal System functionalities are impaired. To include claimants, patients, and employees.
High	Less than 30 minutes	Within <u>2</u> hours after first report	24 hours per day, seven days per week	Major portions of the System are inaccessible Systems or users are unable to work, or to perform some portion of their job.	Affects the majority of users to include public facing users, claimants, patients & employers. Affects high profile users (i.e., executive management, etc.)
Normal	Within 2 hours	Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Specific non-critical features are not operating as specified Systems or users are unable to perform a small portion of their job but are able to complete most tasks.	Affects the majority of users to include public facing users, claimants, patients & employers. Affects high profile users (i.e., executive management, etc.)

Service Priority	Response Time	Resolution Time	Response Availability	Work Outage	Users Affected
Low	Within 2 hours	Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place.	Mon-Fri, 7AM-7PM	Lower priority features that can be done manually are not operating as specified Often a request for service with ample lead time.	Affects the majority of users to include public facing users, claimants, patients & employers. Affects high profile users (i.e., executive management, etc.)

2.10 EHR On-Demand Future Activities

A. MDH anticipates that it may require on-demand Future specific activities services needed to support ongoing and future needs of the EHR is not known at this time. As potential activities, e.g., decommissioned or adding additional MDH facilities become apparent, the Contractor shall execute future tasks within the scope of work of this RFP. Offerors shall include rates for the labor categories found in Section 3.10.5 as part of their Financial Proposal Attachment B. Any future activities are executed via the Work Order process found in Section 3.14.

1. The Contractor shall provide for on-demand services Future Activities a rate sheet, found in Attachment B - Tab Labeled – Labor Categories & Rates. On-demand services Future activity hourly rates will be utilized by MDH “as needed” “and, as such, the Contractor should not assume that any hours will be utilized for every year of the Contract.
2. The Contractor shall submit an estimated number of resources to MDH prior to executing any new activity Work Order, see **Section 3.14**.
3. On-demand Future activity labor hours shall be billed to MDH monthly via the EHR Future Activity invoicing process, see **Section 3.3**.

B. Contractors shall be required to support initiatives within the scope of work when initiated by work order from MDH. The scope of MDH on-demand services may include but are not limited to:

Work Order Requirements

MDH may issue, at its discretion a Work Order to obtain on-demand services, following the Work Order requirements identified in **Section 3.14**. The scope of MDH on-demand services may include but are not limited to:

1. Network infrastructure and systems support that is not covered under the MDH scope
2. Strategic support, IT consulting services, planning, and design services
3. Web, database, and software services (e.g., administration, design, and development, interface, and software configuration management)
4. End user and desktop support
5. Computer and IT related training
6. Business and financial analysis, quality assurance, program management, and project management

7. Maintenance and Support Services
8. Documentation and technical writing services
9. Specialized skill sets as required or
10. Additional labor resources are needed to meet project objectives.
11. Specialized skill sets are required or
12. Additional labor resources are needed to meet project objectives and SLAs.

2.10.1 Future EHR Labor Categories & Rates

- A. Future EHR Labor Categories are identified and described in **Appendix 5**. Resumes for resources shall be provided in response to Work Orders issued under the Contract as governed by the Work Order process as stated in Section 3.10. To be responsive to this RFP, Offerors must explain in the Staffing Plan how they can provide the labor categories listed below. Please see and reference **Section 2.10 EHR Future Activities**.
- B. Unless stated otherwise in the RFP, MDH does not guarantee a minimum and/or maximum number of units or usage in the performance of the Contract. Per COMAR 21.06.03.05 “Labor Hour Contract” means a contract which only provides for the payment of Future Labor Category Hours performed. Offerors must submit All-inclusive Labor Rates on Attachment B-1 – Table Labeled – “LABOR RATES” that provides labor rates for the following labor categories for each year of the Contract:

Table 2-4 EHR Labor Categories

A. Architect, Application (Senior)	Q. Subject Matter Expert
B. Applications Programmer	R. Subject Matter Expert (Senior)
C. Applications Development Expert	S. Project Manager, Functional
D. Computer Specialist (Senior)	T. Information Technology Architect (Senior)
E. Computer Software/Integration Analyst (Senior)	U. Systems Design Architect
F. Database Manager	V. Information Security Engineer
G. Database Management Specialist (Junior)	W. Network Security Engineer
H. Helpdesk Manager	X. Network Administrator
I. Helpdesk Specialist (Senior)	Y. Network Manager
J. Helpdesk Specialist (Junior)	Z. Computer Systems Analyst (Junior)
K. Quality Assurance Specialist	
L. Engineer, Systems	
M. Engineer, Systems (Senior)	
N. Testing Specialist	
O. Technical Writer/Editor	
P. Training Specialist/Instructor	

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3 Contractor Requirements: General

3.1 Contract Initiation Requirements

- A. Contractor shall schedule and hold a kickoff meeting within 15 Business Days of NTP Date. At the kickoff, the Contractor shall furnish an updated Project Schedule describing the activities for the Contractor, the State, and any third parties for fully transitioning to the Contractor's Solution.

3.2 End of Contract Transition

- 3.2.1** The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 120 days prior to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:
 - A. Provide additional services and support as requested to successfully complete the transition
 - B. Maintain the services called for by the Contract at the required level of proficiency
 - C. Provide updated System Documentation as appropriate; and
 - D. Provide current operating procedures (as appropriate).
- 3.2.2** 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 the Contract.
- 3.2.3** The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Monitor.
- 3.2.4** The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
 - A. The Contractor shall provide a draft Transition-Out Plan 120 Business Day in advance of Contract end date.
 - B. The Transition-Out Plan shall address at a minimum the following areas:
 1. Any staffing concerns/issues related to the closeout of the Contract
 2. Communications and reporting process between the Contractor, the Department, and the Contract Monitor
 3. Security and system access review and closeout
 4. Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee
 5. Any final training/orientation of Department staff
 6. Connectivity services provided, activities and approximate timelines required for Transition-Out

7. Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
8. Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
9. Knowledge transfer, to include:
 - a) A working knowledge of the current system environments as well as the general business practices of the Department.
 - b) Review with the Department the procedures and practices that support the business process and current system environments
 - c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract
 - d) Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract
 - e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution
- C. The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Monitor.
- D. The Contractor shall provide copies of any current daily and weekly back-ups to the Department, or a third party as directed by the Contract Monitor as of the final date of transition, but no later than the final date of the Contract.
- E. Access to any data or configurations of the furnished product and services shall be available after the expiration of the Contract as described in **Section 3.2.5**.

3.2.5 Return and Maintenance of State Data

- A. Upon termination or the expiration of the Contract Term, the Contractor shall:
 - (a) return to the State all State data in either the form it was provided to the Contractor or in a mutually agreed format along with the schema necessary to read such data;
 - (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the Contract term;
 - (c) after the retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and
 - (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.

- B. During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Monitor.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.

3.3 Invoicing

3.3.1 General

- A. The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Contract Monitor and Subhan Turlapaty at e-mail address: subhan.turlapaty@maryland.gov and Shakira Tell at e-mail address: shakira.tell@maryland.gov.
- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
 - 1. Contractor name and address
 - 2. Remittance address
 - 3. Federal taxpayer identification (FEIN) number, social security number, as appropriate
 - 4. Invoice period (i.e., time period during which services covered by invoice were performed)
 - 5. Invoice date
 - 6. Invoice number
 - 7. State assigned Contract number
 - 8. State assigned (Blanket) Purchase Order number(s)
 - 9. Goods or services provided
 - 10. Amount due; and
 - 11. Any additional documentation required by regulation or the Contract.
- D. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- E. All labor Invoices shall include labor categories, rates, hours worked, and total amounts per category. All labor categories and rates charged must be listed in the Attachment B – Labor Categories & Rates of the Contract. No other categories or rates will be allowed or payable.
- F. MDH will make payments for Labor (if required) on a monthly basis for services performed during the previous month in accordance with this Contract.

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

3.3.2 Invoice Submission Schedule

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

- A. For items of work for which there is **one-time pricing** (see **Attachment B** – Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Department.
- B. For items of work for which there is **annual pricing**, see **Attachment B** – Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

3.3.3 Deliverable Invoicing

- A. Deliverable invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment. Payment of invoices will be withheld if a signed DPAF is not submitted (see online example at <http://doit.maryland.gov/contracts/Documents/procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf>).
- B. Payment for deliverables will only be made upon completion and acceptance of the deliverables as defined in **Section 2.4**.

3.3.4 Time and Materials and/or Labor Invoicing

- A. All time and material and/or Labor invoices shall be accompanied by a signed timesheet as described below and notice(s) of acceptance issued by the State: DPAF for each time period invoiced (see online example at <http://doit.maryland.gov/contracts/Documents/procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf>). Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person’s timesheet for the period signed by the Contract Monitor.

B. Time Sheet Reporting

Within three (3) Business Days after the 15th and the last day of the month, the TO Contractor shall submit a semi-monthly timesheet for the preceding half month providing data for all resources provided under the Contract.

At a minimum, each semi-monthly timesheet shall show:

1. Title: "Time Sheet for Employee Name"
 2. Issuing company name, address, and telephone number
 3. For each employee /resource:
 - a) Employee / resource name, and
 - b) For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th, and 16th through last day of the month.):
 - i) Tasks completed that week and the associated deliverable names and ID#s
 - ii) Number of hours worked each day
 - iii) Total number of hours worked that Period
 - iv) Period variance above or below 40 hours
 - v) Annual number of hours planned under the Task Order
 - vi) Annual number of hours worked to date; and
 - vii) Balance of hours remaining
 4. Annual variance to date (Sum of periodic variances); and
 5. Signature and date lines for the Contract Monitor.
- C. Time sheets shall be submitted to the Contract Monitor prior to invoicing. The Contract Monitor shall sign the timesheet to indicate authorization to invoice.

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

- A. The amount invoiced is inconsistent with the Contract
- B. The proper invoice has not been received by the party or office specified in the Contract
- C. The invoice or performance is in dispute, or the Contractor has failed to otherwise comply with the provisions of the Contract
- D. The item or services have not been accepted
- E. The quantity of items delivered is less than the quantity ordered
- F. The items or services do not meet the quality requirements of the Contract
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule

- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.3.6 Travel Reimbursement

Travel will not be reimbursed under this RFP.

3.4 Liquidated Damages

Inapplicable because there is no MBE goal for this RFP.

3.5 Disaster Recovery and Data

The following requirements apply to the Contract:

3.5.1 Redundancy, Data Backup and Disaster Recovery

- A. Unless specified otherwise in the RFP, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.
- B. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the 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.
 - 1. The Contractor shall furnish a DR site.
 - 2. The DR site shall be at least 100 miles from the primary operations site and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- C. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- D. The Contractor shall test the contingency/DR 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 (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing.

- E. Such contingency and DR 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.

3.5.2 Data Export/Import

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
 - 1. perform a full or partial import/export of State data within 24 hours of a request; or
 - 2. provide to the State the ability to perform a full or partial import/export data at will or recurring basis and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

3.5.3 Data Ownership and Access

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of an RFP are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution, and other conditions based on appropriate State statutes and regulations.
- B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State's written request.
- C. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.
- D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents, or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- E. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

- 3.5.4** Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

3.6 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised: Also see Section 5.3.2.L.

- 3.6.1** The following type(s) of insurance and minimum amount(s) of coverage are required:
- A. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
 - B. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
 - C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland and the Department should be added as a “loss payee.”
 - D. Cyber Security / Data Breach Insurance – (For any service offering hosted by the Contractor) ten million dollars (\$10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored.
 - 1. Throughout the Term and for three (3) years thereafter, cyber risk/ data breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least US \$5 (five) million per claim. Any "insured vs. insured" exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State’s rights under the policy (ies). Coverage shall be sufficiently broad to respond to the Contractor's duties and obligations under the Contract and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, the release of Sensitive Data, and alteration of electronic information, extortion, and network security. The policy shall provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - E. Worker’s Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
 - F. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.6.2** The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability.

- 3.6.3** All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.6.4** Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.6.5** The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.6.6** Subcontractor Insurance
- The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.7 Security Requirements

The following requirements are applicable to the Contract:

3.7.1 Employee Identification

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.7.2 Security Clearance / Criminal Background Check

- A. A criminal background check for any Contractor Personnel providing shall be completed prior to each Contractor Personnel providing any services under the Contract.
- B. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including

- fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.
- C. The Contractor shall provide certification to the Department that the Contractor has completed the required criminal background check described in this RFP for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
- D. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- E. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
1. §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property)
 2. any crime within Title 7, Subtitle 1 (various crimes involving theft)
 3. §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics)
 4. §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud)
 5. §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public Administrations); or
 6. a crime of violence as defined in CL § 14-101(a).
- F. Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under the Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- G. A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

3.7.3 On-Site Security Requirement(s)

- A. For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.

1. Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.
 2. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) brought onto the site, and to submit to a physical search of his or her person. Therefore, Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any Contractor Personnel who enter the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
- C. Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.7.4 Information Technology

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

The Contractor shall:

1. Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**).
2. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and

3. The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State, and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at:
www.doit.maryland.gov – keyword: Security Policy.

3.7.5 Data Protection and Controls

- A. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network, and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
 - 1) Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.
 - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <https://public.cyber.mil/stigs/>, or similar industry best practices to reduce the systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor’s system configuration files.
 - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization Security Measures.
 - 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
 - 5) For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.

- 6) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- 7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.
- 8) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under the Contract.
- 9) Ensure system and network environments are separated by properly configured and updated firewalls.
- 10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
- 11) By default, “deny all” and only allow access by exception.
- 12) Review, at least annually, 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.
- 13) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.
- 14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology’s Information Security Policy (<https://doit.maryland.gov/policies/Pages/default.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 15) Ensure State data is not processed, transferred, or stored outside of the United States (“U.S.”). The Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S. Unless granted an exception in writing by

the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.

- 16) Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor -owned equipment to a State LAN/WAN.
- 17) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 18) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and 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 the Contract.

3.7.6 Security Logs and Reports Access

- A. For a SaaS or non-State hosted solution, the Contractor shall provide reports to the State in a mutually agreeable format.
- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to the Contract.

3.7.7 Security Plan

- A. The Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract.
- C. The Security Plan shall address compliance with the PCI DSS for payment card processing).

3.7.8 PCI Compliance

- A. Contractor shall at all times comply, and ensure compliance with, all applicable Payment Card Industry ("PCI") Data Security Standards ("DSS"), including any and all changes thereto. Contractor shall provide the MDH with

documented evidence of current compliance to PCI DSS within 30 days of an MDHs request.

- B. The Contractor shall annually furnish to the State evidence of the PCI Security Standards Council's (SSC) acceptance or attestation of the Contractor's conformance to the relevant PCI DSS requirements by a third party certified to perform compliance assessments.
- C. The Contractor shall ensure that the scope of the annual SOC 2 Type II Report specified under **Section 3.9** includes testing to confirm the PCI assessment results.

3.7.9 Security Incident Response

A. The Contractor shall notify the Department in accordance with **Section 3.7.9A-D** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident, or a Data Breach as follows:

- 1) notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the Contract Monitor, Department chief information officer and Department chief information security officer
- 2) notify the Department within two (2) hours if there is a threat to Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
- 3) provide written notice to the Department within one (1) Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.

B. Contractor's notice shall identify:

- 1) the nature of the unauthorized use or disclosure
- 2) the State data used or disclosed,
- 3) who made the unauthorized use or received the unauthorized disclosure
- 4) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
- 5) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 6) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

C. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law, or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Contract.

D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume

responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.7.10 Data Breach Responsibilities

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
 - 1) Notify the appropriate State-identified contact within 2 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law
 - 2) Cooperate with the State to investigate and resolve the data breach
 - 3) Promptly implement commercially reasonable remedial measures while preserving evidence to remedy the Data Breach"
and
 - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.

3.7.11 Additional security requirements may be established in a Task Order and/or a Work Order

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

3.7.13 Provisions in **Sections 3.7.1 – 3.7.10** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.7.4-3.7.10** (or the substance thereof) in all subcontracts.

3.8 Problem Escalation Procedure

3.8.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

3.8.2 The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.

- 3.8.3** The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- A. The process for establishing the existence of a problem
 - B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor’s organization who would become involved in resolving a problem
 - C. For each individual listed in the Contractor’s PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor’s PEP
 - D. Expedited escalation procedures and any circumstances that would trigger expediting them
 - E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State
 - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - G. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- 3.8.4** Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.9 SOC 2 Type 2 Audit Report

- 3.9.1** A SOC 2 Type 2 Audit applies to the Contract. The applicable trust services criteria are Security, Availability, Processing Integrity, Confidentiality, or Privacy
- 3.9.2.** The Contractor shall have an annual audit performed by an independent audit firm of the Contractor’s handling of Sensitive Data and/or the Department’s critical functions. Critical functions are identified as all aspects and functionality of the System including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the Contractor 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, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:

- A. 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 State and submitted to the Contract Monitor. All subsequent SOC 2 audits that are arranged after this initial audit shall be performed on an annual basis and submitted to the Contract Monitor by the recurring annual date” for the preceding calendar year.
- B. The SOC 2 Audit shall report on Contractor’s system(s) and suitability of the design and operating effectiveness of controls over the Information Functions and/or Processes to meet the requirements of the TO Agreement, including the Security Requirements identified in **Section 3.7**, relevant to the following trust principles: Security, Availability, Confidentiality, and Privacy as defined in the aforementioned Guidance.
- C. 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, and Privacy) to accommodate any changes to the Contractor’s environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through modifications to the TO Agreement or due to changes in Information Technology or operational infrastructure implemented by the Contractor. The Contractor 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 TO Agreement.
- D. The scope of the SOC 2 Report shall include work performed by any relevant subcontractors that provide essential support to the Contractor and/or essential support to the Information Functions and/or Processes provided to the Department under the TO Agreement. The Contractor shall ensure the audit includes all such subcontractor(s) operating in the performance of the TO Agreement.
- E. All SOC 2 Audits, including those of the Contractor, shall be performed at no additional expense to the Department.
- F. The Contractor shall promptly provide a complete copy of the final SOC 2 Report(s) to the Contract Monitor upon completion of each annual SOC 2 Audit engagement.
- G. 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 along with the date(s) when each remedial action is to be implemented.
- H. If the Contractor 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 the Department under the TO Agreement, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit

authorities whether the Contractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).

- I. If the Contractor fails during the TO Agreement term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes utilized or provided by the Contractor and under the Contract. The Contractor 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. The Department will invoice the Contractor for the expense of the SOC 2 Report(s) or deduct the cost from future payments to the Contractor.

- 3.9.3** Provisions in Sections 3.9.1 – 3.9.2 shall survive expiration or termination of the TO Agreement. Additionally, the Contractor shall flow down the provisions of Sections 3.9.1-3.9.2 (or the substance thereof) in all subcontracts.

3.10 Experience and Personnel

3.10.1 Offeror Experience/Qualifications

The following experience is expected and will be evaluated as part of the Technical Proposal (see the Offeror experience, capability, and references evaluation factor from **Section 6.2**):

- A. Demonstrated knowledge of Demonstrated success of implementing and supporting EHR systems for the healthcare facilities operated by public-sector agencies similar to the requirements of this RFP.
- B. At least five (5) years, the Offeror shall have been in the business of developing, selling, implementing, hosting and maintaining subscription-based SaaS Electronic EHR technology.
- C. The proposed SaaS must be a Certified Health Record Technology (CEHRT/CEHERT) for the 2015 edition and meet the 2017 Modified Stage 2 requirements for Promoting Interoperability (Meaningful Use) refer to <https://www.cms.gov/Regulations-and-Guidance/Legislation/EHRIncentivePrograms/Certification>.

3.10.2 Offeror Preferred Experience

- A. Within the last five years, the Offeror has completed three (3) successful implementations of the proposed EHR SaaS in a distributed, multi-facility behavioral healthcare system for psychiatric and developmental disabilities with at least 2,500 employees.
- B. Within the last five years, the Offeror's proposed SaaS EHR has been in full and complete production for at least one (1) year in two (2) or more behavioral healthcare provider organizations with at least 2,500 employees.
- C. The Offeror's proposed EHR SaaS must be in active use by at least ten (10) general healthcare providers with a minimum of 2,500 employees.

3.10.3 Number of Personnel to Propose

As part of the Proposal evaluation, Offerors shall propose exactly 10 personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.10.4 Key Personnel Roles Identified

The Contractor shall provide the following **Key Personnel Roles and Resumes on Appendix 6 - Reference Form** in their Technical Proposal:

1. Executive Sponsor
2. Program / Project Manager
3. Lead Business Analyst/ Subject Matter Expert
4. Lead for End-User Training
5. Lead Technical Architect
6. Lead Technical Configurator by module
7. Lead for System Integrations & Interfaces
8. Lead for Organization Change Management
9. Lead for Data Conversions
10. Lead for Infrastructure & Security

3.10.5 Labor Categories

The Labor Categories are identified and described in **APPENDIX 5**. Resumes for resources shall be provided in response to Work Orders issued under the Contract as governed by the Work Order process. To be responsive to this RFP, Offerors must explain in the Staffing Plan how they are capable of providing the labor categories listed below. Unless stated otherwise in the RFP, MDH does not guarantee a minimum and/or maximum number of units or usage in the performance of the Contract. Per COMAR 21.06.03.05 "Labor Hour Contract" means a contract which only provides for the payment of labor performed. Offerors must submit All-inclusive Labor Rates on Attachment B-1 Tab – Labor Rates, that provides labor rates for the following labor categories for each year of the Contract:

- a) Architect, Application (Senior)
- b) Applications Programmer
- c) Applications Development Expert
- d) Computer Specialist (Senior)
- e) Database Manager
- f) Database Management Specialist (Junior)
- g) Helpdesk Manager
- h) Helpdesk Specialist (Senior)
- i) Helpdesk Specialist (Junior)
- j) Quality Assurance Specialist
- k) Engineer, Systems
- l) Engineer, Systems (Senior)
- m) Architect, Systems Design
- n) Testing Specialist
- o) Technical Writer/Editor
- p) Training Specialist/Instructor
- q) Subject Matter Expert
- r) Subject Matter Expert (Senior)

- s) Project Manager
- t) Information Technology Architect (Senior)
- u) Systems Design Architect
- v) Information Security Engineer
- w) Network Security Engineer
- x) Network Administrator
- y) Network Manager
- z) Computer Software/Integration Analyst (Senior)

3.10.6 Contractor Personnel Experience Equivalency (including Key Personnel submitted in response to this RFP)

- A. A Substitution of Education for Experience: Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.
- B. Substitution of Experience for Education: Substitution of experience for education may be permitted at the discretion of the State.
- C. Substitution of Professional Certificates for Experience: Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.10.7 Contractor Personnel Maintain Certifications

Any Contractor Personnel provided under this RFP shall maintain in good standing any required professional certifications for the duration of the Contract.

3.11 Substitution of Personnel

3.11.4 Continuous Performance of Key Personnel

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

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

3.11.5 Definitions

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

- A. **Extraordinary Personal Event** – means any of the following: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole

discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.

- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

3.11.6 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.11.4. Offerors may only perform limited substitutions of proposed personnel as allowed in Section 3.11 (Substitution of Personnel).**

- A. The Contractor shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
- 1) A detailed explanation of the reason(s) for the substitution request
 - 2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor
 - 3) The official resume of the current personnel for comparison purposes; and
 - 4) Evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- 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 proposed Contractor Personnel replacement.

3.11.7 Replacement Circumstances

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

resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.

- 3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
- 4) Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- 5) If the Contract Monitor determines to direct substitution under **3.11.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and, in the State's, best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- 6) In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.11.4.A.1** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

- 1) To replace any Key Personnel in a circumstance other than as described in **3.11.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.11.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- 2) Key Personnel Replacement Due to Sudden Vacancy
 - a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.11.4.B.1**.
 - b) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 3.11.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
- 3) Key Personnel Replacement Due to an Indeterminate Absence
 - a) If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 3.11.3**.
 - b) However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor the Contract

Monitor may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

3.11.8 Substitution Prior to and Within 30 Days After Contract Execution

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

3.12 Minority Business Enterprise (MBE) Reports

This solicitation does not include an MBE goal.

3.13 Veteran Small Business Enterprise (VSBE) Reports

This solicitation does not include an VSBE goal.

3.14 Work Orders

- A. Additional services and resources will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for either fixed price or labor pricing. Labor Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment B-1 Financial Proposal – Tab – “Labor Rates”**.
- B. Work Order Requests (See sample at http://doit.maryland.gov/contracts/Documents/_procurementForms/WorkOrderSample.pdf) for the provision of services or resources that are within the scope of this RFP will be issued to the Contractor. The Work Order Request will include:
 1. Technical requirements and description of the service or resources needed
 2. Performance objectives and/or deliverables, as applicable
 3. Due date and time for submitting a response to the request; and
 4. Required place(s) where work must be performed.
- C. The Contractor shall e-mail a response to the Contract Monitor within the specified time and include at a minimum:
 1. A response that details the Contractor's understanding of the work
 2. A price to complete the Work Order Request using the format provided using the format provided (see online sample).
 3. A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with **Appendix 5**.

4. An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
 5. Contractor's expectations for State-furnished information, work site, and/or access to equipment, facilities, or personnel
 6. The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a Labor Work Order, the Contract Monitor will review the response and will confirm the proposed labor rates are consistent with this RFP. For a fixed price Work Order, the Contract Monitor will review the response and will confirm the proposed prices are acceptable.
 - E. The Contract Monitor may contact the Contractor to obtain additional information, clarification, or revision to the Work Order, and will provide the Work Order to the Procurement Officer for a determination of compliance with the Contract and a determination whether a change order is appropriate. Written Procurement Officer approval is required before Work Order execution by the State.
 - F. Proposed personnel on any type of Work Order shall be subject to MDH approval. The Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The Contract Monitor shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the Contractor of acceptance or denial of the personnel.
 - G. Performance of services under a Work Order shall commence consistent with an NTP issued by the Contract Monitor for such Work Order.

3.15 Additional Clauses

The Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.15.1 – 3.15.5** (or the substance thereof) in all subcontracts.

3.15.4 Custom Software

- A. As described in the sample Contract (**Attachment M**), the State shall solely own any custom software, including, but not limited to application modules developed to integrate with a COTS, source-codes, maintenance updates, documentation, and configuration files, when developed under the Contract.
- B. Upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, Contractor's discontinuance of support of any software or system, the Contractor shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes, and all associated System Documentation that comprises any solutions proposed as a part of the Contract These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and System Documentation.

3.15.5 Custom Source Code

- A. For all custom software provided to the State pursuant to any Contract, the Contractor shall either provide the source code directly to the State in a form acceptable to the State or deliver two copies of each software source code and software source code documentation to a State-approved escrow agent at no additional cost to the State following the terms set forth in the sample contract (**Attachment M**) and in **Section 3.15.3** below.
- B. The State shall have the right to audit custom software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the Contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source code.
- C. The Contractor shall provide the current source code and documentation for all custom software to the State at the time of Contract termination.

3.15.6 Source Code Escrow

Source Code Escrow applies to the Contract. The Contractor shall perform source code escrow as described herein.

- A. The State will be named as a beneficiary under an escrow agreement (“Escrow Agreement”) that shall be entered into between the Contractor and an escrow agent (“Escrow Agent”) within 7 days of the date hereof pursuant to which Contractor shall deliver a Source Code Escrow Package to Escrow Agent. The term “Source Code Escrow Package” means a) a complete copy in machine-readable form of the source code and executable code of the software licensed to the State under the Contract; b) a complete copy of any existing design documentation and user documentation; and/or c) complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. The Escrow Agreement shall govern the maintenance and release of the Source Code Escrow Package, and Contractor agrees to update, enhance, or otherwise modify such Source Code Escrow Package promptly upon each release of a new version of any component thereof. Contractor shall pay all fees and expenses charged by Escrow Agent, including, but not limited to, fees and expenses related to the State being a named beneficiary under the Escrow Agreement. The State shall treat the Source Code Escrow Package as Contractor’s confidential information. Under all circumstances, the Source Code Escrow Package shall remain the property of Contractor. The State shall only use the Source Code Escrow Package as contemplated in the Contract (including, but not limited to confidentiality provisions and usage restrictions). The Escrow Agent shall maintain the Source Code Escrow Package in a repository located in the United States.
- B. In the event that the Escrow Agent either ceases providing escrow services to Contractor or Contractor determines in its reasonable business judgment that the Escrow Agent is no longer providing acceptable services, Contractor shall replace the Escrow Agent with another escrow agent, using an agreement which provides the State with rights no less advantageous than those in the Escrow Agreement. In such case, the new escrow agent shall be substituted in all ways for the incumbent Escrow Agent with respect to **Section 3.15.3.A**

above and all references herein to Escrow Agent shall be deemed to include such substitute escrow agent.

- C. Contractor shall inform the State of the availability of an escrow for any third-party software solutions it provides to the State.
- D. In addition to the rights and obligations contained in the Escrow Agreement referenced in **Section 3.15.3.A**, the State shall have the Software Escrow Package released by the Escrow Agent to the State's possession immediately upon any voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, including but not limited to a general assignment for the benefit of including but not limited to a general assignment for the benefit of creditors, the appointment of a receiver for business or assets; creditors, the appointment of a receiver for business or assets; Contractor's dissolution or liquidation, voluntary or otherwise; the State has compelling reasons to believe that such events will cause Contractor to fail to meet its obligations in the foreseeable future; or Contractor's discontinuance of support or failure to support in accordance with the Contract any software system or if the Contractor is otherwise unable or unwilling to provide the Source Code Escrow Package. This condition will also be considered met if after repeated e-mail and phone requests by the State for service, the State makes a request for service in writing to the Contractor's last known address served by certified signed receipt required mail delivery by U.S. Post Office or by a nationally recognized (in the United States) overnight carrier, and the Contractor remains unresponsive, meaning that the Contractor is unable to acknowledge message receipt, unwilling or otherwise unable to satisfy the request for a period longer than 45 days from attempt to deliver the written request.

3.15.7 Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

3.15.8 Change Control and Advance Notice

- A. Unless otherwise specified in an applicable Service Level Agreement, the Contractor shall give seven (7) days advance notice to the State of any upgrades or modifications that may impact service availability and performance.
- B. Contractor may not modify the functionality or features of any SaaS provided hereunder if such modification materially degrades the functionality of the SaaS.

3.15.9 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

[Maryland's State Finance & Procurement Article §14-410](#) defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose." Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

3.15.10 No-Cost Extensions

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

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4 Procurement Instructions

4.10 Pre-Proposal Conference

- 4.10.1** A Pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.10.2** Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals. If the solicitation includes an MBE goal, failure to attend the Conference will be taken into consideration as part of the evaluation of an offeror's good faith efforts if there is a waiver request.
- 4.10.3** It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference to ensure that all parties understand the requirements of the contract and the MBE Goal.
- 4.10.4** MBE subcontractors are encouraged to attend the Conference to market their participation to potential prime contractors.
- 4.10.5** Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see Section 4.2.1 eMMA)
- 4.10.6** Those wishing to attend the web conference may request a meeting invitation by emailing Sherida Studwood at sherida.studwood1@maryland.gov no later than 2:00 PM on July 28, 2022. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by 2:00 PM July 28, 2022.

4.11 eMaryland Marketplace Advantage (eMMA)

- 4.11.1** eMMA is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.11.2** In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.12 Questions

- 4.12.1** All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (OCMP-22-18251 - Electronic Health Records (EHR) Software as a Service (SaaS)), and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.
- 4.12.2** Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments and posted on eMMA.
- 4.12.3** The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.13 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03. Late Proposals, Withdrawals, and Modifications. Any proposal, withdrawal, or modification received after the established due date and time at the place designated for receipt of proposals is late and may only be considered in accordance with COMAR 21.05.02.10D.

4.14 Proposal Due (Closing) Date and Time

- 4.14.1** Proposals, in the number and form set forth in Section 5 Proposal Format, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.14.2** Requests for extension of this date or time shall not be granted.
- 4.14.3** Offerors submitting Proposals should allow sufficient 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 Key Information Summary Sheet will not be considered.
- 4.14.4** The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.14.5** Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.14.6** Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.
- 4.14.7** Potential Offerors 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).

4.15 Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

4.16 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.

4.17 Public Information Act Notice

- 4.17.1** The 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 (See also RFP Section 5.3.2.B “Claim of Confidentiality”). This 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.
- 4.17.2** Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

4.18 Award Basis

A Contract shall be awarded to the responsible Offeror(s) 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.

4.19 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Oral presentations are considered part of the Technical Proposal. 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. The Procurement Officer will notify Offerors of the time and place of oral presentations.

4.20 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.21 Revisions to the RFP

- 4.21.1 If the RFP is revised before the due date for Proposals, the Department shall post any addenda to the RFP on eMMA and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.
- 4.21.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.21.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.21.4 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.
- 4.21.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

4.22 Cancellations

- 4.22.1 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.
- 4.22.2 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.
- 4.22.3 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled, and the award processed in accordance with COMAR 21.01.03.01.A(4).

4.22.4 If the services that are the subject of the RFP are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFP may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.23 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.

4.24 Protest/Disputes

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

4.25 Offeror Responsibilities

- 4.25.1** Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.
- 4.25.2** All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see Section 4.26 "Minority Participation Goal" and Section 4.27 "VSBE Goal").
- 4.25.3** If the Offeror 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's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.25.4** A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.26 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions.**

4.27 Proposal Affidavit

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

4.28 Contract Affidavit

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

4.29 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.

4.30 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 Proposal due date and time. The Offeror’s failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.31 False Statements

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

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

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

4.31.2 A person may not aid or conspire with another person to commit an act under Section 4.22.1.

4.31.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

4.32 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

- 4.32.1** Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.32.2** Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:
http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

4.33 Prompt Payment Policy

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

<http://www.gomdsmbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.34 Electronic Procurements Authorized

- 4.34.1** Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and Department of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.34.2** 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. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.34.3** "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.
- 4.34.4** In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
- A. The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:
1. The RFP
 2. Any amendments and requests for best and final offers
 3. Pre-Proposal conference documents

4. Questions and responses
 5. Communications regarding the solicitation or Proposal to any Offeror or potential Offeror
 6. Notices of award selection or non-selection; and
 7. The Procurement Officer's decision on any Proposal protest or Contract claim.
- B. The Offeror or potential Offeror must use **eMMA**:
1. Submit Proposals
- C. The Offeror or potential Offeror may use email to:
1. Ask questions regarding the solicitation
 2. Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or through eMMA, but only on the terms specifically approved and directed by the Procurement Officer and
 3. Submit a "No Proposal Response" to the RFP.
- D. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract Department, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail or other electronic means if authorized by the Procurement Officer or Contract Monitor.

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

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

4.35 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.36 VSBE Goal

There is no VSBE subcontractor participation goal for this procurement.

4.37 Living Wage Requirements

- A. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Maryland Department of Labor requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- B. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- C. Additional information regarding the State's living wage requirement is contained in **Attachment F**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- D. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.
 - 1. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier 2 Contract.
 - 2. The Contract will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The 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.
 - 3. 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.
 - 4. If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- E. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.

- F. The Offeror shall identify in the Proposal the location from which services will be provided.
- G. **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change or a change in the State minimum wage.

4.38 Federal Funding Acknowledgement

This Contract does not contain Federal funds.

4.39 Conflict of Interest Affidavit and Disclosure

- 4.39.1 The Offeror shall complete and sign the Conflict-of-Interest Affidavit and Disclosure (Attachment H) and submit it with its Proposal.
- 4.39.2 By submitting a Conflict-of-Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.39.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services << under OR individual Task Orders issued under >> the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.39.4 Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

4.40 Non-Disclosure Agreement

4.40.1 Non-Disclosure Agreement (Offeror)

Certain documentation may be available for potential Offerors to review at a reading room at 201 W. Preston Street, 4th Floor, Baltimore, MD 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of **Appendix 3**. Please contact the Procurement Officer to schedule an appointment.

4.40.2 Non-Disclosure Agreement (Contractor)

All Offerors are advised that this solicitation and any 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 recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

4.41 HIPAA - Business Associate Agreement

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 *et seq.* and set forth in **Attachment J**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract

award. However, to expedite processing, it is suggested that this document be completed and submitted with the 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.

4.42 Nonvisual Access

4.42.1 The Offeror warrants that the information technology offered under this proposal:

1. Provides equivalent access for effective use by both visual and nonvisual means consistent with the standards of § 508 of the federal Rehabilitation Act of 1973 and Code of Maryland Regulations 14.33.02;
2. Provides an individual with disabilities with nonvisual access in a way that is fully and equally accessible to and independently usable by the individual with disabilities so that the individual is able to acquire the same information, engage in the same interactions, and enjoy the same services as users without disabilities, with substantially equivalent ease of use;
3. Will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use;
4. 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
5. 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 15 percent.

4.42.2 If the information technology procured under this solicitation does not meet the nonvisual access standards set forth in the Code of Maryland Regulations 14.33.02, the State will notify the Offeror in writing that the Offeror, at its own expense, has 12 months after the date of the notification to modify the information technology in order to meet the nonvisual access standards. If the Offeror fails to modify the information technology to meet the nonvisual access standards within 12 months after the date of the notification, the Offeror may be subject to a civil penalty of a fine not exceeding \$5,000 for a first offense, and a fine not exceeding \$10,000 for a subsequent offense.

4.42.3 The Offeror shall indemnify the State for liability resulting from the use of information technology that does not meet the applicable nonvisual access standards.

4.42.4 For purposes of this regulation, 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.

4.43 Mercury and Products That Contain Mercury

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

4.44 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.

4.45 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.46 Small Business Reserve (SBR) Procurement

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

4.47 Maryland Healthy Working Families Act Requirements

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

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5 Proposal Format

5.10 Two Part Submission

Offerors shall submit Proposals in separate volumes (or envelopes):

1. Volume I – Technical Proposal
2. Volume II – Financial Proposal

5.11 Proposal Delivery and Packaging

5.11.1 Proposals delivered by facsimile and e-mail shall not be considered.

5.11.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.

5.11.3 Offerors must submit Proposals through the State’s internet based electronic procurement system, eMMA.

5.11.4 The Procurement Officer must receive all electronic Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

5.11.5 Offerors shall provide their Proposals in two separate envelopes through eMMA following the [Quick Reference Guides](#) (QRG) labelled “5 - eMMA QRG Responding to Solicitations (RFP)” for double envelope submissions.

5.11.6 Two Part Submission:

A. Technical Proposal consisting of:

1. Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
2. Technical Proposal in searchable Adobe PDF format,
A second searchable Adobe copy of the Technical Proposal, with confidential and proprietary information redacted (see **Section 4.8**), and

B. Financial Proposal – **Attachment B** consisting of:

1. Financial Proposal entered into the price form spreadsheet within eMMA and all supporting material in Excel format,
2. Financial Proposal in searchable Adobe PDF format,
3. A second searchable Adobe copy of the Financial Proposal, with confidential and proprietary information removed (see **Section 4.8**).

5.12 Volume I - Technical Proposal

NOTE: ALL **pricing information** must be omitted from the Technical Proposal (Volume I). Include pricing information Attachment B-1 ONLY in the Financial Proposal (Volume II).

5.12.1 In addition to the instructions below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1 Response . . .; “Section 2.2.2 Response . . .”). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

5.12.2 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:

A. 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.

B. Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be 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. An explanation for each claim of confidentiality shall be included (see **Section 4.8 “Public Information Act Notice”**). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

C. Offeror Information Sheet and Transmittal Letter (Submit under TAB B)

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

D. 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.”

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 (see **Section 4.16 “Offeror Responsibilities”**).

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

E. 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**. If references are required in **RFP Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1** and **Section 5.3.2.I**.

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

1. The Offeror shall address each RFP requirement (RFP **Section 2** and **Section 3**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and 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 an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** and **Section 3** in order and shall contain a cross reference to the requirement.

2. Technical Architecture: The Offeror shall provide an EHR technical infrastructure which fully meets all of the functional and non-functional requirements in the RTMs. The Offeror shall complete the information below for their proposed technical architecture solution and include it in their Technical Proposal:
 - A. Production Architecture
 1. Provide a schematic diagram of the Offeror's solution depicting the locations, facilities and features that are proposed to hold the State's data; provide schematic diagram of the EHR SaaS Solution.
 2. Describe the security layers, associated policies, procedures, certifications and assessments of the Offeror's solution; describe any and all customer specific components and associated security layers.
 3. Provide an architectural diagram depicting each major component of the Offeror's proposed technical architecture and the relationships between the components and scalability of the architecture.
 4. Describe the capability of the Offeror's proposed technical infrastructure to meet the State's requirements for high availability, redundancy, scalability, performance, reliability and failover; identify the largest number of concurrent users that have been successfully implemented on the Offeror's proposed data center for the production landscape; provide performance metrics for the last two years of infrastructure provisioning.
 5. Identify any other tools/components including the model number/version number required to implement, operate and maintain the EHR SaaS Solution including any additional hardware or software components.
 6. Describe in detail all and any customer specific monitoring and procedures to ensure stable performance during peak usage.
 7. Describe Offeror's disaster recovery plan and disaster testing cycles.
 8. List technological improvements implemented in the last 5 years to take advantage of advances in technology to keep the system "state of the art".
 9. Will the proposed solution require any hardware or software?

 - B. Non-Production Landscape

Identify and describe the various non-production environments the Offeror is proposing to support project development activities from initiation through the entire contract duration. Provide a diagram depicting these non-production environments.

C. Data Management

1. Describe Offeror's ability to handle data and associated media identified as sensitive and secure.
2. Describe Offeror's approach to handling the State's legacy data considering the fact that the State wishes to decommission the legacy systems being replaced by the EHR SaaS Solution.
3. Describe the Offeror's solution for data retention, archiving, purging and availability of historical data for reporting purposes.

D. Configuration Management

1. Describe the Offeror's proposed approach to configuration management of EHR SaaS Solution configurations and custom objects both during the project and post go-live including any proposed configuration management tools.
2. Describe the Offeror's approach to applying patches, fixes and upgrade; describe the QA and testing methodologies.

E. Integration and Interfaces

1. Identify and describe the Offeror's proposed data integration tools to support conversions, interfaces and the transformation of data into the EHR SaaS Solution.

F. Development of Custom Objects

1. Describe the Offeror's proposed approach for developing custom extensions to the proposed solution suite to meet the State's functional requirements and the steps the Offeror will take to assure these custom extensions shall be upgradeable in future upgrades/releases.
2. Describe the Offeror's proposed approach for developing required custom workflows, business process maps and the steps the Offeror will take to assure these custom extensions shall be upgradeable in future upgrades/releases.

G. Legacy Reporting

1. Describe the Offeror's approach for addressing legacy data given that all legacy systems being replaced will be decommissioned.
2. Describe the Offeror's solution for data retention, archiving, purging and availability of historical data for reporting purposes.
3. Describe the Offeror's proposed approach for developing federated analytical reports.

H. Testing Tools

Describe Offeror's automated application testing tools offering to address the testing needs such as but not limited to business process testing, regression testing and user acceptance testing.

1. Hosting and Support: Requirements within the Facilities

Offeror shall describe the IT infrastructure and equipment that MDH healthcare systems must have in place to access and use the new EHR system efficiently, effectively, and securely. Offeror should specify the required or recommended levels of bandwidth; types of devices for end-user access and transactions; types and numbers of printers or other devices in addition to end-user computers; capabilities for data security; and any other considerations that Offeror deems from its experience to be a necessary enabler for the MDH healthcare facilities and headquarter offices to be ready to access and use the EHR system efficiently, effectively, and securely.

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 goods and services as outlined in RFP **Section 2**, Contractor Requirements: 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.
3. Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal.
4. The Offeror shall identify the location(s) from which it proposes to provide 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. 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 **Section 3.8**.
6. The Offeror shall provide a Backup solution/ strategy recommendation as part of its Proposal.
7. Disaster Recovery and Security Model description - For hosted services, the Offeror shall include its DR strategy, and for on premise, a description of a recommended DR strategy.
8. The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in **Section 2.4.4**. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
9. The Offeror shall include an SLA as identified in **Section 2.9**, including service level metrics offered and a description how the metrics are measured, any SLA credits should the service level metrics not be met, and how the State can verify the

service level. The Offeror shall describe how service level performance is reported to the State.

10. Description of technical risk of migrating from the existing system.

11. Product Requirements:

a. Details for each offering: The Offeror shall provide the following information for each offering:

- i. Offering Name
- ii. Offeror relationship with manufacturer (e.g., manufacturer, reseller, partner);
- iii. Manufacturer
- iv. Short description of capability
- v. Version (and whether version updates are limited in any way)
- vi. License type (e.g., user, CPU, node, transaction volume)
- vii. Subscription term (e.g., annual)
- viii. License restrictions if any
- ix. Operational support offered (e.g., customer support, help desk, user manuals online or hardcopy), including description of multiple support levels (if offered), service level measures and reporting
- x. Continuity of operations and disaster recovery plans for providing service at 24/7/365 level
- xi. Ability of the offering to read and export data in existing State enterprise data stores. Offerors in their Proposals shall describe the interoperability of data that can be imported or exported from the Solution, including generating industry standard formats
- xii. Any limitations or constraints in the offering, including any terms or conditions (e.g., terms of service, ELA, AUP, professional services agreement, master agreement).
- xiii. Compatibility with the State's existing single sign-on system, SecureAuth or other single sign-on approaches
- xiv. APIs offered, and what type of content can be accessed and consumed
- xv. Update / upgrade roadmap and procedures, to include planned changes in the next 12 months, frequency of system update (updates to software applied) and process for updates/upgrades
- xvi. Frequency of updates to data services, including but not limited to, datasets provided as real-time feeds, and datasets updated on a regular basis (e.g., monthly, quarterly, annually, one-time)
- xvii. What type of third-party assessment (such as a SOC 2 Type II audit) is performed, the nature of the assessment (e.g., the trust principles and scope of assessment), and whether the results of the assessment pertinent to the State will be shared with the State. See also **Section 3.9**.

- xviii. Offeror shall describe its security model and procedures supporting handling of State data. If more than one level of service is offered, the Offeror shall describe such services. Include, at a minimum:
1. procedures for and requirements for hiring staff (such as background checks),
 2. any non-disclosure agreement Contractor Personnel sign,
 3. Certifications such as FedRAMP,
 4. Third party security auditing, including FISMA,
 5. Published Security Incident reporting policy, and
 6. Cybersecurity insurance, if any, maintained.

G. Experience and Qualifications of Proposed Staff (Submit under TAB F)

1. Include individual resumes for 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.
2. Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). Offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 3.11.5).
3. 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.

H. Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in **Section 3.10.1**. 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 goods and 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 the 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.

I. 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 goods and 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 goods and services within the past five (5) years and shall include the following information:

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

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

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

Information obtained regarding the 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.

K. Financial Capability (Submit under TAB J)

The 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.

L. 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 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

M. Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.

N. 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 court, case name, complaint number, and a brief description of the final ruling or determination; and
- 4) In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

O. Economic Benefit Factors (Submit under TAB N)

- 1) 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 the 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-1**, the Financial Proposal Form. See COMAR 21.05.03.03A (3).
- 2) 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.

- 3) 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.
- 4) 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.
- 5) In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
 - a) generic statements that the State will benefit from the Offeror's superior performance under the Contract
 - b) descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
 - c) tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
- 6) 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 the Contract.
- 7) 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:
 - a) 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**
 - b) The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly
 - c) 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
 - d) Subcontract dollars committed to Maryland small businesses and MBEs; and
 - e) 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.

P. Technical Proposal - Required Forms and Certifications (Submit under TAB O)

1. All forms required for the Technical Proposal are identified in Table 1 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
2. Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror's Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.
3. For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open-source license, authorization for the open source shall demonstrate compliance with the open-source license.
4. A Letter of Authorization shall be on letterhead or through the provider's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
 - i) Third-party POC name and alternate for verification
 - ii) Third-party POC mailing address
 - iii) Third-party POC telephone number
 - iv) Third-party POC email address
 - v) If available, a Re-Seller Identifier

5.13 Volume II – 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. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the Department.

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. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2 Technical Proposal Evaluation Criteria

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

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 Requirements and Work Plan (See RFP § 5.3.2.F)

Offeror's Technical Response to Requirements and Work Plan, including but not limited to the following:

1. The proposed solution's ability to meet and exceed the requirements listed in the RFP and Appendix 4 to meet the objectives stated in the RFP
2. technical capabilities of the solution, including any inherent risk;
3. Implementation plan, including strategy and timeline
4. Service Level Agreement.
5. Offeror Experience Capabilities and Qualifications (See RFP § 5.3.2.H)

6.2.2 Offeror Qualifications and Capabilities, including proposed subcontractors and proposed staff (See RFP § 5.3.2.G)

6.2.3 Economic Benefit to State of Maryland (See RFP § 5.3.2.O)

6.2.4 References submitted (See RFP § 5.3.2.I), past performance with state contracts (See RFP § 5.3.2.J) and any information obtained publicly or privately by MDH in connection with the Offeror.

6.3 Financial Proposal Evaluation Criteria

ALL Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the **Total Evaluated Proposal Price within the stated guidelines set forth in this RFP as submitted on Attachment B-1 - Financial Proposal Form.**

6.3.1 Financial Proposal – LABOR RATES Evaluation Criteria

Labor rates amounts shall be fully burdened Labor rates (Loaded Labor Rate must include **the Laborers hourly rate plus employee benefits, capital expenses, and other overhead.**) No overtime amounts will be paid. Although rates may not be the most important factor pertaining to the RFP, they are very important to the Maryland Department of Health. Offerors should refer to Appendix 5 - Labor Categories within the RFP for minimum education and experience requirements for each Labor Category.

Labor Rates must be submitted on Attachment B-Tab labeled "LABOR RATES" ONLY. Labor Rates are not a part the Total Evaluated Proposed Price for this solicitation. Unless stated otherwise in the RFP, MDH does not guarantee a minimum or maximum number of Labor Hours in the performance of the Contract.

A. Market Review

MDH reserves the right to ensure that Offeror's pricing is competitive as compared to, market pricing in the industry and the pricing of other Offerors. MDH will be utilizing the GSA Federal Acquisition Service Website located at <https://calc.gsa.gov/?q=senior%20systems%20engineer%2C%20%7C> to review market rates for each and/or closest matching labor category meeting the minimum education and experience requirements as stated in Appendix 5.

B. Evaluated Proposed Labor Rate(s) Criteria

MDH will use the following formula to EVALUATE Labor Rates –**Sum of Hourly Labor Rates (LR) Per Year (5 base years+2 option years) = Overall Total Average Labor Rate for 1-7 Years (Example: Yr. 1- \$275.00/hr., Yr. 2- 395.00/hr., and Yr. 3- \$200.00/hr. = Overall Total Evaluated Average Labor Rate of \$290.00/hr.)**

ALL Qualified Offerors (see Section 6.5.2.D) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the criteria listed in the above guidelines set forth in this RFP as submitted on Attachment B - Financial Proposal Form.

Sample Evaluation

Name of Offeror(s)	Evaluated Labor Rates	Ranking
Offeror 1	1 – (Lowest Overall Total Average Labor Rate)	1
Offeror 2	2 – (2nd Lowest Overall Total Average Labor Rate)	2

6.4 Reciprocal Preference

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

- A. The Maryland resident business is a responsible Offeror

- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

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

6.5 Selection Procedures

6.5.1 General

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the 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.

6.5.2 Selection Process Sequence

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

- E. 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 will receive greater weight than financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

7 RFP ATTACHMENTS AND APPENDICES

Instructions Page

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

For documents required as part of the Proposal:

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

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

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

Table 1: RFP ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Financial Proposal - Volume II	B	Financial Proposal Instructions and Form
Y	With Technical Proposal - Volume I	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
N	N/A	D	MBE Forms D-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.
N	N/A	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)

Applies?	When to Submit	Label	Attachment Name
			content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
N	N/A	D	MBE Forms D-4A, D-4B, D-5 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf)
N	N/A	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) IMPORTANT: If this RFP contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal.
N	N/A	E	VSBE Forms E-1B, E-2, E-3 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
Y	With Technical Proposal - Volume I	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)
N	N/A	G	Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)
Y	With Technical Proposal - Volume I	H	Conflict of Interest Affidavit and Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)

Y	5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
Y	5 Business Days after recommended award – However, suggested with Proposal	J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)
N	N/A	K	Mercury Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf)
Y	With Technical Proposal - Volume I	L	Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf)
Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf)
N	5 Business Days after recommended award	O	DHS Hiring Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf)
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	N/A	1	Abbreviations and Definitions (included in this RFP)
Y	With Technical Proposal - Volume I	2	Offeror Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)
Y	Before Proposal, as directed in the RFP.	3	Non-Disclosure Agreement (Offeror) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-3-Non-Disclosure-Agreement-Offeror-1.dotx)
Y	With Technical Proposal - Volume I	4	Functional and Business Requirements tab titled Training Requirements.
N	N/A	5	Labor Categories

Y	With Technical Proposal - Volume I	7	Labor Classification Personnel Resume Summary (See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-xx-Labor-Resume-Form.dotx)
Y	10 Business Days after recommended award		PEP; 1 copy
Y	With deliverables	--	Deliverable Product Acceptance Form (DPAF) (see online at http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf)

Attachment A. Pre-Proposal Conference Response Form

Solicitation Number OCMP-22-18251

Electronic Health Records (EHR) Software as a Service (SaaS)

A Pre-Proposal conference will be held on July 29, 2022, at 11:00 am EST Local Time via Web conference.

Please return this form by July 28, 2022, 2:00 EST Local Time advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Sherida Studwood
MDH
E-mail: sherida.studwood1@maryland.gov

Please indicate:

- _____ Yes, the following representatives will be in attendance.
Attendees (Full Name/Organization/Email Address/Firm/Phone Number/MBE Yes or No)
- 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”):

Offeror: _____
Offeror Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

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) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every 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.
- F) 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.
- G) 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.F and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices (including Labor Rates) 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. Note:
- J) Unless stated otherwise in the RFP, MDH does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

B-1 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.

See separate Excel Financial Proposal Form labeled, “*Attachment B-1 - MDH EHR Pricing Sheet*”.

Attachment C. Proposal Affidavit

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

Attachment D. Minority Business Enterprise (MBE) Forms

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

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

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

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

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

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

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

Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

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

Attachment I. Non-Disclosure Agreement (Contractor)

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

Attachment J. HIPAA Business Associate Agreement

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

Attachment K. Mercury Affidavit

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

Attachment L. Location of the Performance of Services Disclosure

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

Attachment M. Contract

Maryland Department of Health (MDH)

“Electronic Health Records (EHR) Software as a Service (SaaS)”

OCMP-22-18251

THIS CONTRACT (the “Contract”) is made this ___ day of _____, 20___ by and between _____ (the “Contractor”) and the STATE OF MARYLAND, acting through the Maryland Department of Health (“MDH” or the “Department”).

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

1. Definitions

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

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace Advantage vendor ID number is BPM030665.
- 1.3 “Financial Proposal” means the Contractor’s [pick one: Financial Proposal or Best and Final Offer (BAFO)] dated _____ (Financial Proposal date or BAFO date).
- 1.4 “Future Activities” – Future activities refers to potential tasks not currently identified that fall under the Scope of Work outlined in the RFP.
- 1.5 “Future Work” - Future work refer to Work Orders to be utilized in support of the SOW detailed in this RFP that cannot be wholly identified prior to the award of this Contract.
- 1.6 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.7 “RFP” means the Request for Proposals for Electronic Health Records (EHR) Software as a Service (SaaS), Solicitation # OCMP-22-18251, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.8 “State” means the State of Maryland.
- 1.9 “Technical Proposal” means the Contractor’s Technical Proposal dated. _____ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.10 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.11 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the

Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

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

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal – Attachment B and Labor Categories Rates

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works if such approval is required (the "Effective Date") and shall continue until Five (5) year base period ("Initial Term").
- 3.2 In its sole discretion, the Department shall have the unilateral right to extend the Contract for Two (2), successive Twelve (12) Month renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3 The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

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

For Labor Contracts, IDIQ Contracts, or Contracts which include either or both a time and materials or IDIQ element(s), total payments to the Contractor pursuant to this Contract for the time and materials and IDIQ portion(s) may not exceed \$ _____ (the "NTE Amount"), which includes \$ _____ for the Initial Term and \$ _____ for the Renewal Term(s).

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with the Department to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

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

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

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

The State is not liable for interest:

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

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

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

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

- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor always agrees that during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

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

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included

therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

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

by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open-source license.

- 7.7 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

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

9. Loss of Data

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

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities,

losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

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

11. Non-Hiring of Employees

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

12. Disputes

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

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.

- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

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

15. Contingent Fee Prohibition

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

16. Non-Availability of Funding

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

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such

termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

19. Delays and Extensions of Time

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

20. Suspension of Work

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

21. Pre-Existing Regulations

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

22. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year,

throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website:
http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

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

25. Right to Audit

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

26. Compliance with Laws

The Contractor hereby represents and warrants that:

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

- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

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

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
 - (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed <<two (2) >>times the total value of the Contract or \$1,000,000, whichever is greater. The above limitation of liability is per incident.
 - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.3 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 Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and

- subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:
- (a) Affect the rights of the contracting parties under any other provision of law
 - (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the Department.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.Verification shall include a review of:
 - i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - (b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - (c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the Contract
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.

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

32. Living Wage

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

33. Use of Estimated Quantities

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

34. Risk of Loss; Transfer of Title

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

35. Effect of Contractor Bankruptcy

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

36. Miscellaneous

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

by facsimile or other electronic means, e.g., and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

- 37.1 The State representative for this Contract who is primarily responsible for Contract Department functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- 37.2 The Procurement Officer has responsibilities as detailed in the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

38. Notices

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

If to the State:

Shakira Tell
201 W. Preston St., Baltimore, MD 21201
Phone Number: 559-679-3999
E-Mail: shakira.tell@maryland.gov

Subhan Turlapaty
201 W. Preston St., Baltimore, MD 21201
Phone Number: 443-990-0219
E-Mail: subhan.turlapaty@maryland.gov>

With a copy to:

Jim Beauchamp
Maryland Department of Health (MDH)
201 W. Preston St., Baltimore, MD 21201
Phone Number: 410-767-0974
E-Mail: jim.beauchamp@maryland.gov

If to the Contractor:

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

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

Parent Company Guarantor

Contact: _____

Attn: _____

39. Parent Company Guarantee (If applicable)

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

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

40. Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with _____. The Contractor agrees further to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health, personally identifiable, and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health, personally identifiable, and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Department for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health, personally identifiable, and financial information.

41. Limited English Proficiency

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

SIGNATURES ON NEXT PAGE

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

Contractor

State of Maryland

Maryland Department of Health (MDH)

By:

By: <<agencyContractSigner>>,
<<agencyContractSignerTitle>>

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

See link at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2020/03/Attachment-N-Affidavit.pdf>.

Attachment O. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

Appendix 1. – Abbreviations and Definitions

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

- A. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
- B. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- C. Additional Abbreviations/Acronym

Abbreviation / Acronym	Description
AIMS	Assurance and Improvement in Medications Safety
ALU	Assisted Living Unit
OYRX	Specific Joint Commission requirements
MARs	Medication Administration Record
CAO	Centralized Admissions Office
CFAP	Community Forensic Aftercare Program
CIRP	Court Involved Residence Program
CMS	Center for Medicare and Medicaid Services
CRISP	Chesapeake Regional Information System for our Patients
CPT-4	Current Procedural Terminology, 4 th edition
DCAR	Division of Cost Accounting and Reimbursements
HMIS	Healthcare Management Information System
ICD-10	International Statistical Classification of Diseases and Related Health Problems, 10 th edition
DSM-V	Standard Classification of Mental Disorders
CPOE	Computerized Physician Order Entry
SASSI	Substance Abuse Subtle Screening Inventory
OCEP	Office Court Ordered Evaluations and Placements
PT	Physical Therapy
AHFS	Drug classification
PAR	Psychological Assessment Resources
SIG code	Prescription abbreviations
NDC	National Drug Code
LOINC	Standard language for health measurements, observations, and documents

- D. Application Program Interface (API) – Code that allows two software programs to communicate with each other.
- E. Alternate Living Unit (ALU) – Alternate living unit are designed to enable adults with disabilities to enjoy the independence of having a home of their own near family and friends. Individuals may share a home with others who need similar support to ensure their wellbeing.
- F. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).

- G. Centers for Medicare & Medicaid Services (CMS) - A federal agency within the United States Department of Health and Human Services that administers the Medicare program and works in partnership with state governments to administer Medicaid, the Children's Health Insurance Program, and health insurance portability standards.
- H. Change Management Plan- Plan that defines and outlines activities and roles to manage and control the change during the execute and control phases of the project. (*PMBOK reference*).
- I. Change Control Board (CCB)- The MDH committee consisting of subject matter experts and managers who decide whether to implement proposed changes to a project.
- J. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- K. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- L. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract Department functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- M. Contract Termination for Convenience- COMAR 21.07.01.12 - 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. 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).
- N. Contract Termination for Default-COMAR 21.07.01.11 - If the Contractor fails to fulfill its obligation under this contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the contract, the State may terminate the contract by written notice to the Contractor. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B
- O. Contractor – The selected Offeror that is awarded a Contract by the State.
- P. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
- Q. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- R. eMMA – eMaryland Marketplace Advantage (see RFP **Section 4.2**).
- S. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- T. Future Work - Future work refer to Work Orders to be utilized in support of the SOW detailed in this RFP that cannot be wholly identified prior to the award of this Contract.

- U. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- V. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- W. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP **Sections 3.10**.
- X. 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.
- Y. Maryland Department of Health or (MDH or the “Department”).
- Z. 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.
- AA. 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.
- BB. Not to Exceed (NTE) - The maximum amount for which the Contractor has agreed to provide services under the Financial Proposal Tab - Labor Categories & Rates and Section 4.1 of the contract.
- CC. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- DD. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- EE. Offeror – An entity that submits a Proposal in response to this RFP.
- FF. Personally, Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- GG. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**) and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- HH. Project Management Plan-The PMBOK practices, methodologies, techniques, and tools used to describe how the Contractor’s proposed solution in response to this RFP will be planned, executed, monitored, controlled, and closed, as well as all of the detailed subsidiary plans integrated into a single comprehensive body of work.
- II. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.

- JJ. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- KK. Request for Proposals (RFP) – This Request for Proposals issued by the Maryland Department of Health (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- LL. Requirements Traceability Matrix (RTM)- A document used to assist in determining the completeness of a relationship by correlating any two baselined documents using a many-to-many relationship comparison.
- MM. Risk Mitigation Management Plan- Plan to describe the process of developing options and actions to enhance opportunities and reduce threats to project objectives (PMBOK definition)
- NN. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- OO. Security or Security Measures – The technology, policy, and procedures that a) protects and b) controls access to networks, systems, and data.
- PP. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- QQ. Service Level Agreement (SLA) - Commitment by the Contractor to the Department that defines the performance standards the Contractor is obligated to meet.
- RR. SLA Activation Date - The date on which SLA charges commence under this Contract, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work.
- SS. Software - The object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.
- TT. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this RFP, the terms SaaS and PaaS are considered synonymous, and the term SaaS will be used throughout this document.
- UU. Solution - All Software, deliverables, services, and activities necessary to fully provide and support the RFP scope of work. This definition of Solution includes all System

Documentation developed as a result of this Contract. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.

VV. State – The State of Maryland.

WW. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.

XX. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.

YY. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:

- 1) Source Code: This includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract
- 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality
- 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system
- 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes, and other documentation
- 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software)
- 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides, and user how-to guides; and
- 7) Operating procedures.

ZZ. Task Order=A subset of work authorized by the Contract Monitor performed under the general scope of this RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Task Order.

AAA. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.

BBB. Third Party Software – Software and supporting documentation that:

- 1) are owned by a third party, not by the State, the Contractor, or a subcontractor
- 2) are included in, or necessary or helpful to the operation, maintenance, support, or modification of the Solution; and
- 3) are specifically identified and listed as Third-Party Software in the Proposal.

CCC. Total Proposal Price - The Offeror's total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.

- DDD. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.
- EEE. 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.
- FFF. **Weekly Status Reports-** Weekly status reports should provide a summary of the status of project objectives, deliverables, tasks, results, challenges, and action items.
- GGG. Work Order– A subset of work authorized by the Contract Monitor performed under the general scope of this RFP, which is defined in advance of Contractor fulfillment, and which may not require a Contract Modification. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Work Order.
- HHH. Work Plan- A specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP.

Appendix 2. – Offeror Information Sheet

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

Appendix 3. – Non-Disclosure Agreement (Offeror)

See Link Non-Disclosure Agreement (Offeror) (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-3-Non-Disclosure-Agreement-Offeror-1.dotx>)

Appendix 4. – Electronic Health Records SaaS – Functional Requirements

See separate Excel Financial Proposal Form labeled “**Appendix 4 – MDH EHR RFP OCMP - 22-19320 Appendix 4 – Functional and Business Requirements**”.

Appendix 5. - Labor Categories

A. Application Architect (Senior)

Position Description: The Application Architect (Senior) manages major projects that involve providing professional support services and/or the integration, implementation, and transition of large, complex systems. This individual is responsible for performing the following tasks:

1. Providing design and development of e-government solutions, and taking responsibility for technical design and implementation of the architecture
2. Designing, developing, and maintaining infrastructure and backend applications
3. Providing expertise on defining the role of broadband and wireless applications
4. Providing definition of current State architecture blueprints
5. Providing expertise with web servers, gateways, application servers, and content management systems
6. Providing experience in web application technologies and middleware solutions
7. Researching new technologies and products for their applicability to business processes
8. Comparing various solutions and determining the most suitable; and
9. Ensuring that development efforts are well-planned and in compliance to standards.

Education: This position requires a bachelor's degree from an accredited college or university in Engineering, Computer Science, Mathematics, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least ten (10) years of experience planning, designing, building, and implementing IT application systems. This individual must have led or been chief architect in a major IT applications implementation effort. This individual must also have a strong background in software engineering principles and techniques.

Specialized Experience: The proposed candidate must have at least six (6) years of experience in designing medium to large-scale sites, and management of at least five Internet projects.

B. Applications Programmer

Position Description: The Applications Programmer analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. His/her responsibilities include performing the following tasks:

1. Develops block diagrams and logic flowcharts
2. Translates detailed design into computer software
3. Tests, debugs, and refines the computer software to produce the required product
4. Prepares required documentation, including both program-level and user-level documentation
5. Enhances software to reduce operating time or improve efficiency
6. Provides technical direction to programmers as required to ensure program deadlines are met.

Education: This position requires a Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: The proposed candidate must have five (5) years of computer experience in information systems design.

Specialized Experience: The proposed candidate must have at least three (3) years as an application programmer on large-scale DBMS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.

C. Application Development Expert

Position Description: The Applications Development Expert provides design recommendations based on long-term IT organization strategy. The position shall use a variety of platforms to provide automated systems applications to customers. This individual will be viewed both internally and externally as a technical expert and critical technical resource across multiple disciplines. His/her responsibilities include performing the following tasks:

1. Developing enterprise level application and custom integration solutions including major enhancements and interfaces, functions, and features
2. Providing expertise regarding the integration of applications across the business
3. Determining specifications, then plans, designs, and developing the most complex and business critical software solutions, utilizing appropriate software engineering processes (either individually or in concert with a project team)
4. Assisting in the most difficult support problem
5. Developing programming and development standards and procedures as well as programming architectures for code reuse
6. Understanding and consistently applying the attributes and processes of current application development methodologies
7. Researching and maintaining knowledge in emerging technologies and possible application to the business; and
8. Acting as an internal consultant, advocate, mentor and change agent.

Education: This position requires a Bachelor's in Computer Science, Information Systems, or a related field or equivalent work experience. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least seven (7) years of IT and business/industry work experience.

Specialized Experience: The proposed candidate must have at least three (3) years as a technical expert in an IT organization. This individual coaches and mentors the junior technical staff. The position will also provide technical input into the most complex and high impact IT decisions. This individual will be accountable for the most complex enterprise-wide applications and issues, translating highly complex concepts for peers and customers. The position must have in-depth knowledge of state-of-the art programming languages and object-oriented approach in designing, coding, testing and debugging programs.

D. Computer Specialist (Senior)

Position Description: Must be able to determine costs for converting computers systems from one language or machine to another by using compilers, simulators, emulators, and/or language translators, and recommend better utilization of operating systems capabilities for improving system efficiency. His/her responsibilities shall include the following:

1. Develops, manages, maintains, and evaluates current state-of-the-art computer hardware, software, and software development tools
2. Evaluates their ability to support specific requirements and interface with other equipment and systems

3. Determines potential and actual bottlenecks proposes recommendations for their elimination; and
4. Makes recommendations for systems improvements that will result in optimal hardware and software use.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: Must have eight (8) years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and equipment analysis.

Specialized Experience: At least five (5) years of experience either as a computer hardware or systems software specialist or as a systems analyst with duties relating to the evaluation of third and fourth generation of current state-of-the-art computer hardware and software and its ability to support specific requirements for hardware and software evaluation, system management, or large-scale system development and maintenance.

E. Computer Software/Integration Analyst (Senior)

Position Description: Must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Must be knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting. Must be able to present system designs for user approval at formal reviews. Must be capable of performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results. Must be knowledgeable in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.

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

General Experience: Must have eight (8) years of progressive working experience as a computer specialist or a computer systems analyst.

Specialized Experience: At least five (5) years of experience as a Computer Systems Analysts

F. Database Manager

Position Description: The Database Manager shall manage the development of database projects. This individual is responsible for performing the following tasks:

1. Planning and budgeting staff and data resources
2. Supporting application developers in planning preparation, load analysis, and backup and recovery of data
3. Reallocating resources to maximize benefits, when necessary
4. Preparing and delivering presentations on DBMS concepts
5. Providing daily supervision and direction to support staff; and
6. Monitoring performance and evaluating areas to improve efficiency.

Education: This position requires a bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least seven (7) years of experience in the development and maintenance of database systems.

Specialized Experience: The proposed candidate must have at least five (5) years of experience with database management systems, system design and analysis, operating systems software, and internal and data manipulation languages.

G. Database Management Specialist (Junior)

Position Description: The Database Management Specialist (Junior) must be capable of providing highly technical expertise and support in the use of DBMS. Must also be able to evaluate and recommend available DBMS products to support validated user requirements. This individual is responsible for performing the following tasks:

1. Defines file organization, indexing methods, and security procedures for specific user applications
2. Develops, implements, and maintains database back-up and recovery procedures for the processing environments
3. Ensures that data integrity, security, and recoverability are built into the DBMS applications.

Education: This position requires a bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have three (3) years of experience in DBMS systems analysis and programming.

Specialized Experience: At least one (1) years of experience in using current DBMS technologies, application design utilizing various database management systems and experience with DBMS internals.

H. Help Desk Manager

Position Description: The Help Desk Manager shall be responsible for provides daily supervision and direction to staff who are responsible for phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and other network services. This individual is responsible for performing the following tasks:

Manages personnel who serve as the first point of contact for troubleshooting hardware and software PC and printer problems.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred.

General Experience: This position requires a minimum of seven (7) years of experience in the management of a Help Desk. General experience includes information systems development, network and other work in the client/server field, or related fields.

Specialized Experience: At least five (5) years of specialized experience includes management of help desks in a multi-server environment, comprehensive knowledge of PC operating systems (e.g., DOS, Windows), networking and mail standards, and supervision of help desk employees. Demonstrated ability to effectively communicate orally and in writing and to have a positive customer service attitude.

I. Help Desk Specialist (Senior)

Position Description: The Help Desk Specialist (Senior) shall provide telephone and in-person support to users in the areas of directories, standard Windows desktop applications, and applications developed under this Contract or predecessors. Serves as the initial point of contact for troubleshooting hardware/software PC and printer problems.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: This position requires a minimum of seven (7) years of experience in a business IT environment with emphasis on PC computer hardware and applications. General experience includes, but is not limited to information systems development, work in the client/server field, or related fields.

Specialized Experience: At least five (5) years comprehensive knowledge of PC operating systems, e.g., DOS, Windows, as well as work on a help desk. Demonstrated ability to effectively communicate orally and in writing and to have a positive customer service attitude.

J. Help Desk Specialist (Junior)

Position Description: The Help Desk Specialist (Junior) shall serve as the initial point of contact for troubleshooting hardware/software PC and printer problems.

Provide telephone and in-person support to users in the areas of directories standard Windows desktop applications, and applications developed under this Contract or predecessors.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: This position requires a minimum of five (5) years of experience in business IT environments with emphasis on PC hardware and applications. General experience includes information systems development, work in the client/server field, or related fields.

Specialized Experience: At least two (2) years comprehensive knowledge of PC operating systems, e.g., DOS, Windows, as well as work on a help desk. Demonstrated ability to communicate orally and in writing and to have a positive customer service attitude.

K. Quality Assurance Specialist

Position Description: The Quality Assurance Specialist must be able to determine the resources required for quality control and maintain the level of quality throughout the software life cycle. This individual is responsible for performing the following tasks:

1. Develop software quality assurance plans
2. Must be capable of maintaining and establishing a process for evaluating software and associated documentation
3. Participate in formal and informal reviews at predetermined points throughout the development life cycle to determine quality
4. Examine and evaluate the software quality assurance (SQA) process and recommends enhancements and modifications

5. Develops quality standard

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

General Experience: Must have five (5) years of experience working with quality control methods and tools.

Specialized Experience: At least three (3) years of experience in verification and validation, software testing and integration, software metrics, and their application to software quality assessment, and a demonstrated knowledge of system and project life cycles.

L. Systems Engineer

Position Description: The Systems Engineer shall be responsible for analyzing information requirements. This individual will evaluate system problems of workflow, organization, and planning. This individual shall also develop appropriate corrective action.

Education: This position requires a bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field.

General Experience: The proposed candidate must have at least three (3) years of experience in systems engineering.

Specialized Experience: The proposed candidate must have at least one (1) year of experience in demonstrated use of interactive, interpretative systems with on-line, real-time acquisition capabilities.

M. Systems Engineer (Senior)

Position Description: The Senior Systems Engineer must be able to analyze information requirements, evaluate problems in workflow, organization, and planning. The individual in this role develops appropriate corrective action and provides daily supervision and direction to staff.

Education: This position requires a bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least six (6) years of experience in systems engineering.

Specialized Experience: The proposed candidate must have at least three (3) years of experience in the supervision of system engineers, and demonstrated use of interactive, interpretative systems with on-line, real-time acquisition capabilities.

N. Testing Specialist

Position Description: The Testing Specialist shall design and execute IT software tests and evaluate results to ensure compliance with applicable regulations. This individual prepares test scripts and all required test documentation and must be able to design and prepare all needed test data. The Testing Specialist analyzes internal security within systems, reviews test results, and evaluates for conformance to design.

Education: This position requires a bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline; or three (3) years of equivalent experience in a related field. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least four (4) years of experience in computer software development.

Specialized Experience: The proposed candidate must have at least two (2) years of software testing experience (integration and acceptance).

O. Technical Writer/Editor

Position Description: The Technical Writer/Editor assists in collecting and organizing information for preparation of user manuals, training materials, installation guides, proposals, and reports. Must demonstrate the ability to work independently or under only general direction. This individual is responsible for performing the following tasks:

1. Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents
2. Conducts research and ensures the use of proper technical terminology
3. Translates technical information into clear, readable documents to be used by technical and non-technical personnel
4. For applications built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation.
5. Assists in performing financial and administrative functions

P. Training Specialist/Instructor

Position Description: The Training Specialist/Instructor conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. This individual shall prepare all instructor materials (course outline, background material, and training aids) and student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). This individual is responsible for training personnel by conducting formal classroom courses, workshops, and seminars.

Education: This position requires a bachelor's degree from an accredited college or university with a major in Education/Training in the areas of computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least four (3) years of experience in information systems development, training, or related fields.

Specialized Experience: The proposed candidate must have at least two (2) years of experience in developing and providing IT and end user training on computer hardware and application software.

Q. Subject Matter Expert

Position Description: The Subject Matter Expert defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. This position performs the following tasks: Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to information technology, health care, education, public safety, social services, human resources, transportation, and environment.

Education: This position requires a Bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or other related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least seven (7) years of experience in the IT field.

Specialized Experience: The proposed candidate must have at least five (5) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

R. Subject Matter Expert (Senior)

Position Description: The Subject Matter Expert (Senior) defines requirements, performs analyses, and develops plans and requirements for systems. The area of expertise may be related to a specific discipline required by the State agency including, but not limited to information technology, health care, education, public safety, social services, human resources, transportation, and environment. Requires expertise in the formulation of specifications and in the execution of technical initiatives in vertical areas.

Education: This position requires a bachelor's degree from an accredited college or university with a major in the specific discipline required by the State. (Note: A Master's degree or Ph. D. degree is preferred.)

General Experience: The proposed candidate must have at least twelve (12) years of relevant industry experience in the discipline is required.

Specialized Experience: The proposed candidate must have at least ten (10) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

S. Project Manager, Functional

Position Description: The Functional Project Manager performs day-to-day management of activities pertaining to the functional deliverables of the project. This individual is responsible for performing the following **Position Description:**

1. Facilitating State agency and Master Contractor discussions / meetings
2. Identifying issues and risks, and recommending possible issue and risk mitigation strategies
3. Identifying critical paths, tasks, dates, testing, and acceptance criteria
4. Ensuring that performance is within scope, consistent with requirements, and delivered on time and within budget
5. Providing solutions to improve efficiency (e.g., reducing costs while maintaining or improving performance levels)
6. Monitoring issues and providing resolutions for up-to-date status reports; and
7. Demonstrating excellent writing and oral communications skills.

Education: This position requires a Bachelor's degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or a related discipline. Candidates must possess a PMP certification from the PMI.

General Experience: The proposed candidate must have at least five (5) years of experience in project management.

Specialized Experience: The proposed candidate must have at least five (5) years of experience managing IT related projects. This individual must have experience in a leadership role for at least three (3) successful projects that were delivered on time and within budget, including a project similar in size to the State of Maryland enterprise-wide implementation. In addition, he/she must have at least three (3) years of experience in managing projects with an organizational change management component that involve working with stakeholder groups across the organization. The candidate must possess at least five (5) years of experience using PMI's PMBOK methodologies and artifacts.

T. Information Technology Architect (Senior)

Position Description: The Information Technology Architect (Senior) shall provide expertise in the most current principles and practices of architecture data management systems and experience in large system

designs, and with data modeling in the information management arena. This individual provides expertise in modeling and organizing information to facilitate support of projects or information architectures. The individual also provides guidance on how and what to data and process model. The position primarily deals with transition planning from legacy to modern systems by concentrating on information flows, data exchange, and data translation standardization services.

Education: Bachelor's Degree from an accredited college or university with a major in Engineering, Computer Science, Mathematics, or a related field. Master's degree preferred.

General Experience: At least ten (10) years of experience planning, designing, building, and implementing IT systems.

Specialized Experience: At least five (5) years of the required ten (10) years of experience must be in the direct supervision and management of major projects that involve providing professional support services and/or the integration, implementation and transition of large complex system and subsystem architectures. Must have led or been chief architect in major IT implementation efforts. Must demonstrate a broad understanding of client IT environmental issues and solutions and be a recognized expert within the IT industry. Must demonstrate advanced abilities to team and mentor and possess demonstrated excellence in written and verbal communication skills.

U. Systems Design Architect

Position Description: The Systems Design Architect shall lead the team in developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. This individual is responsible for gathering and defining the architecture requirements, and for ensuring that the architectures are compatible and in compliance with the appropriate IT organization and project standards.

Education: This position requires a bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least six (6) years of experience planning, designing, building, and implementing mid-range IT systems.

Specialized Experience: The proposed candidate must have at least four (4) years of experience developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. This individual must have demonstrated ability to develop and execute architecture strategies, and to perform feasibility studies and integration analyses. This individual must be experienced in supervising and providing guidance in implementing various mid-range architectures and supporting implementation of large-scale applications.

V. Information Security Engineer

Position Description: The Information Security Engineer analyzes and defines security requirements for information protection. This individual must define and develop security policies. This individual also analyzes the sensitivity of information and performs vulnerability and risk assessments on the basis of defined sensitivity and information flow.

Education: This position requires a bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline. (Note: A Master's degree is preferred.)

General Experience: The proposed candidate must have at least eight (8) years of experience in information protection.

Specialized Experience: The proposed candidate must have at least five (5) years of experience in defining security programs or processes for the protection of sensitive or classified information.

W. Network Security Engineer

Position Description: The Network Security Engineer designs, develops, engineers, and implements solutions for projects such as biometrics, smart cards, Secure remote access, VPN, Intrusion detection, port scanning, web security, and vulnerability assessments and remediation.

Education: This position requires a bachelor's degree from an accredited college or university with a major in computer science, information systems, engineering, business, or a related scientific or technical discipline. A Master's Degree in one of the above disciplines is equal to one (1) year of specialized and two (2) years of general experience. An additional year of specialized experience may be substituted for the required education.

General Experience: The proposed candidate must have at least eight (8) years of computer-related experience.

Specialized Experience: The proposed candidate must have at least five (5) years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and security management.

X. Network Administrator

Position Description: The Network Administrator performs a variety of network management functions related to the operation, performance, or availability of data communications networks. This individual is responsible for performing the following tasks:

1. Analyzing client LANs/WANs, isolating the source of problems, and recommending reconfiguration and implementation of new network hardware to increase performance
2. Modifying command language programs and network startup files, assigning/reassigning network device logical, and participating in load balancing efforts throughout the network to achieve optimum device utilization and performance
3. Establishing new user accounts on the network, granting access to required network files and programs
4. Managing network Email functions
5. Establishing mailboxes and monitoring mail performance on the network
6. Troubleshooting network/user problems, and presenting resolutions for implementation; and
7. Preparing a variety of network resource reports.

Education: This position requires an Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field; or two (2) years of college or university study in Computer Science, Information Systems, Engineering or a related field. If applicable, the candidate should be certified as a network administrator for a specific network operating system as defined by the State. Certification criteria are determined by the network operating system vendor. Two (2) additional years of specialized experience may be substituted for the required education.

General Experience: The proposed candidate must have at least two (2) years of experience in a computer-related field. This individual must have advanced knowledge of network operating systems.

Specialized Experience: The proposed candidate must have at least one (1) year of experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, data communications equipment installation and maintenance, or computer systems and management. This individual must also have experience with cable/LAN meters, protocol analyzers, SNMP and RMON based software products. Additionally, he/she must have knowledge of Ethernet, FDDI and high-speed WANs and routers.

Y. Network Manager

Position Description: The Network manager performs a variety of network management functions in support of MIS services related to the operation, performance, or availability of data communications networks. This individual shall serve as an LAN/WAN consultant skilled in network analysis, integration, and tuning. His/her responsibilities include performing the following tasks:

1. Modifying command language programs and network startup files, assigning/re-assigning network device logical, analyzing network performance, and recommending adjustments to wide variety of complex network management functions with responsibility for overall performance and availability of networks
2. Analyzing client LANs/WANs, isolating source of problems, and recommending reconfiguration and implementation of new network hardware to increase performance
3. Conducting load balancing efforts to achieve optimum device utilization and network performance
4. Managing network Email functions
5. Establishing mailboxes and monitoring mail performance on the network
6. Coordinating with communications engineering to resolve hardware problems; and
7. Working with customer and operations staff in scheduling preventive and emergency maintenance activities.

Education and Other Requirements: This position requires a Bachelor's degree from an accredited college or university with a major in Computer Science, Information Technology, Engineering, or a related discipline. If applicable, the candidate must be certified as a network engineer for the specific network operating system as defined by the State. The certification criteria are determined by the network operating system vendor.

General Experience: The proposed candidate must have at least twelve (12) years of experience in a computer-related field. This individual must have a working knowledge of network operating systems.

Specialized Experience: The proposed candidate must have at least ten (10) years of experience in one. The candidate must have knowledge of cable including FDDI, FOIRL, and 10Base T. In addition, the candidate must have a working knowledge of Ethernet, high speed WANs, routers, bridges, and switches.

Experience working with IBM's system network architecture (SNA), with knowledge of the MVS operating system and SNA protocols. This individual must have experience with cable/LAN meters, protocol analyzers, Simple Network Management Protocol (SNMP) and Remote Monitoring (RMON) based software products.

Z. Computer Systems Analyst (Junior)

Position Description: Develops requirements for information systems from a project's inception to conclusion. Develops required specifications for simple to moderately complex systems. Assists senior computer systems analyst in preparing input and test data for the proposed system.

Education and Other Requirements: Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

General Experience: Must have three (3) years of computer experience in assignments of a technical nature working under close supervision and direction.

Specialized Experience: At least one (1) year of experience in analyzing and programming applications on large-scale or mid-tier computers (or LAN-based) with a minimum of one (1) year of design and programming of moderately complex IT systems.

Appendix 6. - Labor Classification Personnel Resume Summary

INSTRUCTIONS:

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

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith’s name and the subcontractor’s company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months’ experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.
2. Additional information may be attached to each **Labor Category Personnel Resume Summary** that may assist a full and complete understanding of the individual being proposed.
3. Form may also be found at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-xx-Labor-Resume-Form.dotx>

Labor Classification Personnel Resume Summary

RFP # OCMP-22-18251

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

Candidate Name:	
Contractor:	(Bidder/OfferorCompanyName)

Education / Training

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

Relevant Work Experience

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

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work...

[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Contact Person]	

<add lines as needed>

Employment History

List employment history, starting with the most recent employment first

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

Personnel Resume Summary (Continued)

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

References

List persons the State may contact as employment references

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

****PO Authors: Update the Section Numbers on the left side of table****

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	<i>Bidder/Offeror to Enter the Labor Category Name</i>
Requirement (See Section <<XXX>>)	Candidate Relevant Experience *
Education: [Insert the education description from Section <<x.x>>for the applicable labor category]	Education:
Experience: [Insert the experience description from Section <<x.x>>for the applicable labor category]	Experience:
Duties: [Insert the duties description from Section <<x.x>>for the applicable labor category]	Duties:

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

Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

Sign each Form